

# RECORD OF ORDINANCES

Ordinance No. 1-2-2025 Passed 1-7, 2025

**AN ORDINANCE AUTHORIZING THE MAYOR AND LAW DIRECTOR TO ENTER INTO A CONTRACT WITH THE PICKAWAY COUNTY COMMISSIONERS TO PROVIDE LEGAL REPRESENTATION TO DEFENDANTS WHO ARE INDIGENT IN CASES INVOLVING THE CIRCLEVILLE POLICE DEPARTMENT OR THE CIRCLEVILLE MUNICIPAL COURT FROM JULY 1, 2024 THROUGH JUNE 30, 2025.**

**WHEREAS**, the City of Circleville is obligated under the laws of the State of Ohio and of the United States of America to provide legal counsel to indigent persons charged with petty offenses and loss of liberty offenses pursuant to the Ohio Revised Code or Circleville City Ordinances in its Municipal Court, as well as the Pickaway County Common Pleas Court and Juvenile Court, for offenses violating Circleville City Ordinances; and

**WHEREAS**, the City in furtherance of the execution of its legal responsibilities, as heretofore established, desires that legal services be provided to indigent citizens and others so appearing in the Circleville Municipal Court or in the other courts of this County involving violations of Circleville City Ordinances; and

**WHEREAS**, the Pickaway County Commissioners have previously entered into a written agreement to participate in the multi county branch of the Ohio Public Defender's Office in order to provide legal representation for all criminal cases arising in Pickaway County in which the defendant is indigent and in appeals of right in all criminal cases; and

**WHEREAS**, in order for the City of Circleville to properly reimburse the Pickaway County Commissioners for the services of the Ohio Public Defender's Office under the above contract, it is necessary to enter into a contract with the Board of County Commissioners to pay the City's proportionate share of services provided relating to prosecution taking place in the Circleville Municipal Court or under Circleville City Ordinances for the period of July 1, 2024 through June 30, 2025.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CIRCLEVILLE, COUNTY OF PICKAWAY, OHIO AS FOLLOWS:**

**SECTION I.** That the Mayor and the Law Director of the City of Circleville are hereby authorized to enter into a contract with the Pickaway County Commissioners to provide for legal representation to defendants who are indigent and in the appeals of right of indigent criminal defendants to the County Commissioner's contract with the multi county branch of the Ohio Public Defender's Office with the term of this contract to be for a period of twelve (12) months commencing July 1, 2024 and continuing until June 30, 2025 so as to coincide with the County Commissioner's contract with the Ohio Public Defender's Office who are on a fiscal year contract basis. In consideration of providing the above services to the City of Circleville, the contract shall provide for a payment to the Pickaway County Commissioners of a sum equal to \$22,977.33 which is one third (1/3) of the amount actually paid by the Pickaway County Commissioners to the Ohio Public Defender's Office under their contract payable in four quarterly installments of \$5,744.33 due upon notification of the County Auditor's Office of the amount to be paid. A copy of this contract is attached hereto and marked Exhibit "A". All other terms and conditions of this contract shall be the same as those set forth in the agreement entered into between the Pickaway County Commissioners and the multi county branch of the Ohio Public Defender's Office. A copy of this agreement is attached hereto and marked Exhibit "B".

**SECTION II.** That the City Auditor is hereby authorized to appropriate from the County Appointed Counsel Fund Account Number 101.0710.55060 for the payment of legal representation to indigent defendants to cover the period of July 1, 2024 through June 30, 2025. The sum of \$22,977.33 which amount equal to one third (1/3) of the sum actually paid by the Pickaway County Commissioners to the Ohio Public Defender's Office under its contract for indigent representation payable in four quarterly installments of \$5,744.33 upon notification of the Pickaway County Auditor's Office of the amount due from the City.

# RECORD OF ORDINANCES

Ordinance No. 1-2-2025

Passed 1-7, 2025

**SECTION III.** That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of the City of Circleville and its inhabitants due to the immediate need to provide legal representation to indigent defendants pursuant to the City's responsibilities under the laws of the State of Ohio and the United States of America so that this ordinance shall take effect and be in force immediately upon its passage and approval by the Mayor.

PASSED: 1-7-2025  
DATE

Barry D. Kell  
PRESIDENT OF COUNCIL

ATTEST: Melissa J. M  
CLERK OF COUNCIL

APPROVED: 1-7-2025  
DATE

Y. Brenton  
MAYOR

APPROVED AS FORM:  
K. Kinney  
KENDRA C. KINNEY - LAW DIRECTOR

EXHIBIT A

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Page 1 of 2

This agreement is entered into this date by and between the Pickaway County Commissioners, hereinafter called the "Commission", and the City of Circleville, Ohio, hereinafter called the "City".

**WHEREAS**, the City recognizes its responsibilities under the laws of the State of Ohio and of the United States of America to provide legal counsel to indigent persons charged with petty offenses and loss of liberty offenses pursuant to the Ohio Revised Code or Circleville City Ordinances in the Circleville Municipal Court, or in the Pickaway County Juvenile or Common Pleas Courts involving violations of Circleville City Ordinances; **and**

**WHEREAS**, the City in furtherance of the execution of its legal responsibilities, desires that the legal services be delivered to indigent citizens and others so situated appearing in the Circleville Municipal Court, Pickaway County Juvenile Court, or Pickaway County Common Pleas Court; **and**

**WHEREAS**, the Pickaway County Commissioners have previously entered into a written contract with the multi county branch of the Ohio Public Defender's Office to provide such legal representation to indigent defendants in all criminal cases arising in Pickaway County and in the appeals of right arising in Pickaway County; **and**

**WHEREAS**, this agreement has been authorized by Ordinance 1-2-2025, passed by the Circleville City Council on 1-7-2025, and by resolution passed by the Board of County Commissioners Journal No. \_\_\_\_\_, Page \_\_\_\_\_.

**NOW, THEREFORE**, in consideration of the mutual agreements, promises, and covenants hereinafter set forth, the parties hereto agree to bind themselves as follows:

- 1). The City shall pay to the Commission for its proportionate share of the legal representation provided to indigent defendants in the Circleville Municipal Court and indigent defendants relating to all violations of Circleville City Ordinances the sum of \$22,977.33 which is equal to one-third (1/3) of the amount actually paid by the Commission to the Ohio Public Defender's Office payable in four (4) quarterly installments of \$5,744.33 each payable to the Pickaway County Auditor's Office on July 1, 2024, October 1, 2024, January 15, 2025 and April 1, 2025.
- 2). In consideration of the above payment to the Commission by the City, the Commission agrees to provide to the City legal representation for all indigent defendants being prosecuted in the Circleville Municipal Court as well as all defendants being prosecuted for violations of Circleville City Ordinances in the Pickaway County Juvenile Court and Pickaway County Common Pleas Courts. This representation shall be in accordance with and under the same terms and conditions as set forth in the agreement entered into between the Commission and the multi-county branch of the Ohio Defender's Office.
- 3). The duration of this agreement shall be for a period of twelve (12) months commencing on July 1, 2024 and terminating on June 30, 2025.

- 4). The Commission shall not assign all or any part of this agreement without the prior written consent of the City, which consent shall not be unreasonably withheld.
- 5). If the Commission shall fail to fulfill in reasonable, timely and proper manner, its obligations under this agreement, or if the Commission shall substantially violate any of the covenants, agreements, or stipulations of this agreement, the City shall thereupon have the right to terminate this agreement by giving written notice to the Commission of such termination and specifying an effective date therefore at least thirty (30) days before the effective date of said termination. Termination by the City shall not constitute a waiver of any other right or remedy it may have at law or in equity for breach of this agreement by the Commission.
- 6). Commission covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the performance of services required under this agreement. No members of, nor delegates to, the Congress of the United States of America, and no resident commissioner shall serve in any part thereof or any benefits to arise here from.
- 7). The Commission shall have the same right to terminate this agreement as does the City, to-wit, by giving prior written notice to the City, stating the reasons for such termination and specifying an effective date therefore at least thirty (30) days hence.
- 8). In the event of the termination of this agreement by either party, then all obligations by the City to the Commission for payment of the installments set forth herein shall be suspended.

**IN WITNESS WHEREOF**, the parties hereto intending to be legally bound hereby have hereunto set their hands on this \_\_\_\_\_ day of December, 2024.

Pickaway County Commissioners

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City of Circleville



Michelle Blanton - Mayor



Kendra C. Kinney - City Law Director

**Commissioners:**  
Jay H. Wippel  
Harold R. Henson  
Gary K. Scherer

**Administrator:**  
April Metzger  
**Clerk:**  
Angela Karr



*Pickaway County*  
**Board of County Commissioners**  
139 West Franklin Street  
Circleville, Ohio 43113  
Telephone: 740-474-6093 FAX: 740-474-8988  
1-800-472-6093  
www.pickaway.org

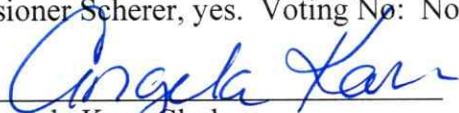
The Pickaway County Board of Commissioners met in Regular Session in their office located at 139 West Franklin Street, Circleville, Ohio, on Tuesday, May 28, 2024, with the following members present: Mr. Jay H. Wippel, Mr. Harold R. Henson, and Mr. Gary K. Scherer. April Dengler, County Administrator, was also in attendance.

During business conducted while in session, Chase Carter, Ohio Public Defender's Office, met with the Commissioners to discuss the FY2025 Public Defender Contract Renewal. There is an increase in caseloads, workloads and compensation for both employees and contractors throughout multi-County region. It has been hard to find attorneys to cover cases. They are expecting it to be at 78%, meaning the county's share would be 22%. The biggest cost they are seeing is appointed council. Capital Improvement Projects are submitted for reimbursement as well. If HB150 is passed it give counties can opt in to have the Ohio Public Defenders Office handle or opt out to have more say of decisions and just submitted for full reimbursement. They are in the process of a study to see what the cost would be to housing a multi-county office to cut building cost.

The term of the contract shall be July 1, 2024, to June 30, 2025. The 2024 contract is at the rate of \$68,932.00 payable in four equally installments due July 1, 2024, October 1, 2024, January 5, 2025, and April 1, 2025. Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to approve the contract for Public Defense Services with Ohio Public Defender, State Agency.

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest:

  
Angela Karr, Clerk

**In the Matter of**  
**Ohio Public Defender's**  
**Contract Renewal with Chase Carter:**



# Office of the Ohio Public Defender

Elizabeth R. Miller, State Public Defender

May 22, 2024

**Delivered via email**

Pickaway County Commissioners  
139 West Franklin Street  
Circleville, Ohio 43113

Dear Commissioners:

We are scheduled to meet with you on Tuesday, May 28, 2024, at 10:30 am to discuss renewal of the contract to continue providing indigent defense services for Pickaway County. For state fiscal year 2025, there are a few considerations and reminders.

First, we are again utilizing a standardized method to determine caseloads, workloads, and compensation for both employees and contractors throughout the Multi-County region.

Case Caps and Workloads: For all counties, we are modifying the caseload limits (a.k.a. caps) on the number and kinds of cases we will cover under the contract. For fiscal year 2025, we are basing the limits on the standards issued by the National Advisory Commission on Criminal Justice Standards and Goals (a.k.a. “the NAC standards”). In a continued effort to enhance each county’s system for overall quality, effectiveness, and uniformity, we have set our annual caseload limits per attorney to 100 percent of the NAC standards, considering the relative workload weighting of the kinds of cases assigned. For full-time staff attorneys, we will not exceed 100 percent of the NAC standard. For contractors, where possible, we will not exceed what would be considered half-time status. In addition, where possible and feasible, we intend to limit contractors to covering only one court (i.e., Common Pleas, Municipal/County, or Juvenile, but not a combination of more than one.) The table below shows the original NAC Standards and the OPD Standards for both employees and contractors.

Type of Case	NAC Standard	OPD Employee Limit <sup>(1)</sup>	OPD Contractor Limit <sup>(1)</sup>
Felonies <sup>(2)</sup>	150	150	75
Misdemeanors <sup>(3)</sup>	400	400	200
Juvenile <sup>(4)</sup>	200	200	100

- (1) New case assignments per attorney per year. Additional monthly limits may be imposed to control workload.
- (2) Excludes Death Penalty Cases. Community control/probation revocations or violations count as one-fourth (1/4) of a case.
- (3) Felony preliminary hearings count as one-third (1/3) of a case. Community control/probation revocations or violations count as one-fourth (1/4) of a case.
- (4) Excludes Abuse, Dependency, Neglect, and Child Without Proper Parental Care cases. When a juvenile case is heard by a magistrate, written objections to the magistrate’s decision shall be counted as one-third (1/3) of a case.



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250 E. Broad Street, Suite 1400  
Columbus, OH 43215



OPD.Ohio.gov

**Compensation:** To be eligible for a contract, attorneys must be experienced in the practice of criminal law and qualify under the new standards outlined in Ohio Administrative Code section 120-1-10. Accordingly, to attract and retain quality attorneys, and to provide fair and uniform compensation, contracts will be based on \$50,000 per year for half-time status. Using this standard, the costs per case are as follows:

Type of Case	Annual Caseload Limit Per Attorney	Cost Per Case
Felony	75	\$667
Misdemeanor	200	\$250
Juvenile	100	\$500

Both the county contract and the attorney contracts will contain annual caseload limitations based on available staffing and calculated using the method outlined above. To further safeguard against timing of workload throughout the year, the contracts may also have monthly limitations.

**Caseload/Caps:** For Pickaway County for fiscal year 2025, we are not recommending any changes to service levels, and we propose the following caseload coverage/caps:

Attorney	Felonies	Misdemeanors	Juvenile
OPD	2	0	0
Contractors	160	748	0
<b>Total</b>	<b>162</b>	<b>748</b>	<b>0</b>

To allow some flexibility for coverage, we have included a provision in the contract whereby counties may request up to a 10 percent overage in caseload per attorney. If this occurs, the agency shall charge the county for their share of cost for the number of cases exceeding the annual limit using the cost per case amounts outlined above. Where actual caseloads exceed these limitations, the court must appoint counsel and the county may submit those costs for reimbursement pursuant to R.C. 120.

Second, we continue to take an active approach in tracking administrative, personnel, expert contract, and investigative costs so we can allocate each county's share based on the county's actual usage. We have updated this figure to more accurately reflect the time, effort, and costs of administering this program. To that end, you will see a budget a line titled Administrative Allocation that includes a proportionate share of attorney, secretarial, and administrative costs by the Athens and Columbus Office. You will also see a line titled Experts & Investigation, which we calculated from actual usage by Pickaway County in calendar year 2023. The amount of these two budget lines will fluctuate year-to-year because we are essentially billing in arrears the actual costs from the previous calendar year. The proposed contract contains a clause to settle any uncaptured costs in the event the county ends the agreement or decides to not renew.

Finally, based on current statewide cost and revenue projections, the reimbursement rate for fiscal year 2025 is projected to be 78 percent, meaning the county's share will be 22 percent.

Considering these issues, the fiscal year 2025 budget for the Pickaway County program is \$313,329, a 1.0 percent increase from fiscal year 2024. The county's share is 22 percent or \$68,932, an increase of 48.1 percent from fiscal year 2024. The difference in the county share is due primarily to the change in the state reimbursement rate.

We have attached a proposed budget and contract for your review. If you have any questions or would like additional information in advance of our meeting, please contact either of us using the contact information below. Thank you.

Sincerely,

Chase Carter  
Assistant Director of Trial Services  
[Chase.Carter@opd.ohio.gov](mailto:Chase.Carter@opd.ohio.gov)  
Phone: 380-234-0103

Andrew Plagenz  
Deputy Director, CFO  
[Andrew.Plagenz@opd.ohio.gov](mailto:Andrew.Plagenz@opd.ohio.gov)  
Phone: 614-466-5394

**Office of the Ohio Public Defender  
Pickaway County Public Defender Program Budget  
Fiscal Year 2025**

<b>Attorney Contracts</b>	<b>FY 25 Cases</b>	<b>FY 25</b>	<b>FY 24*</b>	<b>% Change</b>
Felony	160	\$ 106,668	\$ 106,668	0.0%
Misdemeanor	748	\$ 186,996	\$ 186,996	0.0%
<b>Total Attorney Contracts</b>		<b>\$ 293,664</b>	<b>\$ 293,664</b>	<b>0.0%</b>
Conflicts & Administration Allocation		\$ 19,665	\$ 16,579	18.6%
Experts & Investigation		\$ -	\$ -	0.0%
<b>Total Budget</b>		<b>\$ 313,329</b>	<b>\$ 310,243</b>	<b>1.0%</b>
County Share (22%)		\$ 68,932	\$ 46,536	48.1%
*Carryover & Reserve		\$ -	\$ -	
<b>Contract amount</b>		<b>\$ 68,932</b>	<b>\$ 46,536</b>	<b>48.1%</b>
Total County Funds		\$ 68,932	\$ 46,536	
State Funds (78%)		\$ 244,397	\$ 263,707	-7.3%

\*The FY24 Contract Amount shown is the final adjusted amount (15% County Share)

## **CONTRACT FOR PUBLIC DEFENSE SERVICES**

The Board of County Commissioners of Pickaway County, Ohio, located at 139 West Franklin Street, Circleville, Ohio 43113 referred to hereafter as "the Contracting Authority," and the Office of the Ohio Public Defender, a State Agency located at 250 E. Broad Street, Ste. 1400 Columbus, Ohio 43215, referred to hereafter as "the Agency," hereby agree to this Contract for the provision of public defense services. The terms of this Contract are fully set forth below.

### **1. Authority for Contract**

- 1.1 The Contracting Authority has a responsibility to provide public defense services pursuant to Ohio Revised Code Chapter 120.
- 1.2 The Contracting Authority has elected pursuant to O.R.C. 120.33(B) to contract with the Agency to provide public defense services.
- 1.3 The Agency has authority pursuant to O.R.C. 120.04(7) to contract with the Contracting Authority for the provision of public defense services.
- 1.4 The Agency and Contracting Authority agree that pursuant to O.R.C. 120.06(A)(6) the Agency's provision of public defense services for the Contracting Authority is limited to the terms of this Contract.

### **2. Term of Contract**

The term of this Contract shall be July 1, 2024 to June 30, 2025.

### **3. Compensation**

- 3.1 The Contracting Authority agrees to pay the Agency the sum of \$68,932.00. This amount shall be paid in four equal installments of \$17,233.00 due July 1, 2024, October 1, 2024, January 5, 2025, and April 1, 2025.
- 3.2 The contract amount is based on the funding level appropriated by the Ohio Legislature for Fiscal Year 2025 and an estimated statewide rate of 78% percent for reimbursement of county level indigent defense systems for Fiscal Year 2025. If the funding level or estimated rate of reimbursement should change during the term of this Contract, the contract amount and any remaining quarterly payments shall be adjusted to reflect the new funding level or statewide percentage rate of reimbursement.

**4. Services Provided**

The Agency agrees to provide and perform the following public defense services in accordance with the terms, limits, conditions, and definitions contained in this agreement.

- 4.1 The Agency will provide legal representation to eligible adult clients pursuant to the following schedule of providers, numbers of cases, and case caps:

<b>Providers</b>	<b>Felony Cap</b>	<b>Misdemeanor Cap</b>
OPD Office	2	0
Subcontractors	160	748
<b>Total</b>	<b>162</b>	<b>748</b>

- 4.2 The OPD will provide legal representation to eligible juvenile clients pursuant to the following schedule of providers, numbers of cases and case caps:

<b>Providers</b>	<b>Juvenile Cap</b>
OPD Office	0
<b>Total</b>	<b>0</b>

- 4.3 In the event of an increase in the number of cases and clients needing representation, the Contracting Authority may request the Agency exceed the case caps listed for each of the providers by not more than 10% of total cases listed in Sections 4.1 and 4.2 per provider. The Agency may decline to exceed the case caps and need not provide a reason for doing so. If the Agency agrees to exceed the case caps the Contracting Authority shall pay an additional amount to the Agency calculated as follows: cost per case multiplied by the number of cases multiplied by the Contracting Authority's share pursuant to Section 3.2 of this Contract using the following schedule:

<b>Type of Case</b>	<b>Cost per Case</b>
Felony	\$667.00
Misdemeanor	\$250.00
Juvenile	\$500.00

When caseload restrictions preclude representation by the Agency, the Contracting Authority shall compensate other counsel appointed by the court having jurisdiction of the case for legal representation and shall be reimbursed by the Agency pursuant to O.R.C. 120.33 and O.R.C. 120.34.

- 4.4 The Agency will provide legal representation to eligible clients at every stage of the proceedings following arrest, detention, service of summons,

indictment, or as required by O.R.C. 2935.20. The Agency will continue representation through disposition of the case.

- 4.5 The Agency will file a notice of appeal, request for appointment of counsel, docketing statement, affidavit of indigency, and request for preparation of transcript where the eligible client has a right to appeal pursuant to O.R.C. 2953.08 and the eligible client requests that an appeal be filed.
- 4.6 Motions for judicial release. The Agency will provide representation pursuant to the Contract for one motion for judicial release per case.
- 4.7 Motions for jail time credit. The Agency will provide representation pursuant to the Contract for one motion for jail time credit per case.
- 4.8 The Agency may elect to participate in driver's license re-instatement clinics, expungement or record sealing clinics, or other similar clinics in the county where the Contracting Authority is located.
- 4.9 Indigency and client eligibility for representation under this Contract shall be determined by the Agency under the terms of O.R.C. 120.05 and O.A.C. 120-1-03. The Agency shall obtain a completed financial disclosure form (OPD-206R) for each client represented.

## **5. Limitations on Services Provided**

The legal representation provided by the Agency pursuant to this Contract is limited in the following ways:

- 5.1 Capital Cases. Neither the Agency nor any subcontractor will provide representation pursuant to this Contract when:
  - A. A defendant has been charged with aggravated murder and the indictment includes one or more specifications of aggravating circumstances listed in O.R.C. 2929.04(A); or
  - B. A juvenile defendant has been charged with aggravated murder and the indictment includes one or more specifications of aggravating circumstances listed in O.R.C. 2929.04(A), even though the defendant is under eighteen years of age and cannot be sentenced to death.
- 5.2 Guardian-ad-Litem. Neither the Agency nor any subcontractor will provide representation pursuant to this Contract as a guardian-ad-litem.
- 5.3 Neglect, Abuse and Dependency. Neither the Agency nor any subcontractor will provide representation pursuant to this Contract for

cases arising under O.R.C. 2151.03 (Neglected Child), O.R.C. 2151.031 (Abused Child), O.R.C. 2151.04 (Dependent Child), and O.R.C. 2151.05 (Child Without Proper Parental Care).

- 5.4 Non-Support Cases. Neither the Agency nor any subcontractor will provide representation in non-support, or parentage cases arising in either the General or Juvenile Division of the Common Pleas Court pursuant to this Contract.
- 5.5 Appeals. Neither the Agency nor any subcontractor will provide representation pursuant to this Contract for any appeals, except as required by Section 8.10 of this Contract.
- 5.6 Conflicts. In any case covered by the Contract where an ethical conflict precludes the Agency or its subcontractors from providing representation, the Contracting Authority shall compensate counsel appointed by the court having jurisdiction of the case for legal representation and shall be reimbursed by the Agency pursuant to O.R.C. 120.33 and O.R.C. 120.34.

Nothing in this Contract prohibits the Agency from withdrawing from a case due to a conflict of interest or due to a finding that the client is financially ineligible for services.

- 5.7 Multiple Defendants. The Agency will provide legal representation for one eligible client charged with crimes or acts arising from the same act, transaction, or course of events. Additional co-defendant cases may be allocated among the subcontractors, not more than one client per subcontractor, subject to ethical conflicts. If there are more defendants than the Agency and its subcontractors can represent in such a case or the case caps have been reached, the court having jurisdiction over the case shall be responsible for appointing other counsel and the Contracting Authority shall compensate other counsel appointed by the court having jurisdiction of the case to represent the defendants and shall be reimbursed by the Agency pursuant to O.R.C. 120.33 and O.R.C. 120.34.
- 5.8 Competency/Not Guilty by Reason of Insanity Evaluations. For cases where a competency or not guilty by reason of insanity evaluation is required, nothing in this Contract shall abrogate the duties of the court having jurisdiction over the case to provide competency or not guilty by reason of insanity evaluation pursuant to state law and those costs shall be paid by the Contracting Authority.

## **6. Provision of Services**

- 6.1 The Agency agrees to employ assistant state public defenders and/or subcontractors to provide legal representation in cases within Pickaway County as specified in Sections 4 and 5 of this Contract.
- 6.2 In cases where legal representation is provided under the terms of this Contract, the Agency has sole discretion to allocate cases to assistant state public defenders or to subcontractors.
- 6.3 The Agency agrees to maintain support staff sufficient for the number of assistant state public defenders employed by the Agency pursuant to this Contract, but nothing in this Contract shall be construed to require support staff or support services for subcontractors.
- 6.4 The Agency agrees to obtain necessary expert and forensic assistance for defense of cases covered under the terms of this Contract, except for those covered by Section 5.8. As the contract amount included in Section 3 incorporates and recovers costs in arrears for expert and forensic services from the prior calendar year, should the Contract be terminated prior to completion by the Contracting Authority, or if a new Contract is not entered into for the following fiscal year, the OPD shall reserve the right to bill the Contracting Authority for any costs of these services incurred from January 1, 2024 and up to the date of termination or non-renewal.
- 6.5 The Agency agrees to provide assistant state public defenders and subcontractors continuing legal education training within the State of Ohio not to exceed twelve hours of criminal or juvenile training per year.
- 6.6 The Contracting Authority agrees that the Agency has sole discretion and responsibility for choosing and hiring all assistant state public defenders and subcontractors covered by this Contract and further agrees that the Contracting Authority will in no way interfere with the Agency's discretion in these matters.
- 6.7 The parties agree that the cost of any necessary transcripts are not included in this agreement. Transcripts will be obtained and paid for as prescribed under O.R.C. 120.33 and 120.34.
- 6.8 If a contract with a subcontractor is terminated prior to the completion of the number of cases designated in Sections 4.1 and 4.2 of this Contract the Agency will, with good faith and due diligence, make reasonable efforts to replace the subcontractor.
  - A. If the Agency is unable to locate a qualified replacement subcontractor within 60 days of the start of this Contract or 60 days

after the termination of the contract with the subcontractor, the amount of this Contract shall be reduced pro-rata by the Contracting Authority's share pursuant to Section 3.2 of this Contract of the outstanding amount not yet paid to the subcontractor under Sections 4.1 and 4.2 of this Contract pursuant to the cost per case amounts under Section 4.3 of this Contract.

- B. When the Agency is unable to replace a subcontractor, the court having jurisdiction over the case shall be responsible for appointing other counsel and the Contracting Authority shall compensate other counsel appointed by the court having jurisdiction of the case to represent the defendants and shall be reimbursed by the Agency pursuant to O.R.C. 120.33 and 120.34.

## **7. Termination of Contract**

- 7.1 This Contract may be terminated by either party without cause upon ninety days written notice.
- 7.2 Upon termination of this Contract pursuant to Section 7.1, the Agency's obligation to represent eligible clients under this Contract ceases. It will be the Contracting Authority's obligation to provide representation to eligible clients who were represented by the Agency at the time of the termination of the Contract.
- 7.3 The Agency may terminate this Contract if any payment required by Section 3.1 is not made within three business day of the date on which it is due.
- 7.4 Upon termination of this Contract pursuant to Section 7.3 the Agency may elect to continue representation of eligible clients. If the Agency elects to continue representation it must provide written notice of this decision within three business days of the termination of the Contract. The Agency may terminate this election with thirty days written notice.
- 7.5 If the Agency does not elect to continue representation of eligible clients pursuant to Section 7.4, then it will be the Contracting Authority's obligation to provide representation to eligible clients who were represented by the Agency at the time of the termination of the Contract.
- 7.6 Should the Agency elect to continue representation of eligible clients pursuant to Section 7.4 the Contracting Authority agrees to pay the Agency the actual cost of continuing representation of eligible clients. The Agency's legal fees in such cases will adhere to the State Fee Schedule. Upon payment of the itemized bill the Agency will process the bill for

reimbursement pursuant to O.R.C. 120.33. The Contracting Authority need not submit the paid bill for reimbursement.

- 7.7 Should this contract not be renewed, or the Contracting Authority not contract with the Agency for indigent defense services after the expiration of this Contract, the Agency may elect to continue representation of eligible clients. If the Agency elects to continue representation it must provide written notice of this decision within three business days of the expiration of this Contract. The Agency may terminate this election with thirty days written notice.
- 7.8 If the Agency does not elect to continue representation of eligible clients pursuant to Section 7.7, then it will be the Contracting Authority's obligation to provide representation to eligible clients who were represented by the Agency at the time of the termination of the Contract .
- 7.9 Should the Agency elect to continue representation of eligible clients pursuant to Section 7.7 the Contracting Authority agrees to pay the Agency the actual cost of continuing representation of eligible clients. The Agency's legal fees in such cases will adhere to the State Fee Schedule. Upon payment of the itemized bill the Agency will process the bill for reimbursement pursuant to O.R.C. 120.33. The Contracting Authority need not submit the paid bill for reimbursement.
- 7.10 Any written notice provided pursuant to this Contract shall be considered furnished when it is sent by Certified Mail with the United States Postal Service to:

Office of the Ohio Public Defender 250 E. Broad Street, Ste. 1400  
Columbus, Ohio 43215

Pickaway County Commissioners 139 West Franklin Street Circleville,  
Ohio 43113

## 8. Definitions

The following definitions control this Contract.

- 8.1 "Eligible client" means any indigent person who:
- A. is charged with the commission of an offense or act that is a violation of a state statute, for which the penalty or any possible adjudication includes the potential loss of liberty; or
  - B. is charged with the commission of an offense or act that is a violation of an ordinance of a municipal corporation for which the

penalty or any possible adjudication includes the potential loss of liberty, if the Contracting Authority has contracted with the municipal corporation to provide legal representation for indigent persons charged with a violation of an ordinance of the municipal corporation; or

- C. is charged with violating the terms of community control or probation imposed pursuant to O.R.C. 2929.15 and 2929.25;
  - D. is charged with violating the terms of intervention in lieu of conviction imposed pursuant to O.R.C. 2921.041;
  - E. is charged with violating the terms of a diversion program;
  - F. has the right to counsel pursuant to O.R.C. 2935.20.
- 8.2 "Ethical conflict" means any conflict of interest or appearance of impropriety which violates the Ohio Rules of Professional Conduct or any state or federal law.
- 8.3 "Case" means all applicable proceedings when one eligible client is charged or indicted for one offense or a series of offenses arising from a single event. A single case is also counted when one eligible client is charged or indicted with offenses resulting from a series of events that occur in the course of one scheme of conduct happening over a period of time, regardless of the number of counts or charges. When one eligible client is charged with unrelated acts happening at separate times, each act or charge shall be counted as a separate case when tried separately.
- 8.4 "Companion cases" means one eligible client is charged with unrelated acts happening at separate times (separate cases), but the cases are scheduled contemporaneously for all court appearances. In such instances, the first case shall count as one case and each additional case that is contemporaneously scheduled shall count as one half of a case. If the cases are initially scheduled as companion cases but subsequently severed, each case shall count as one case.
- 8.5 "Consolidated cases" means one eligible client is charged in multiple cases, i.e. CRB, TRD, and TRC, with related acts happening at the same time. In such instances, the first case shall count as one case and additional case(s) shall not count as a case, unless the cases are filed in courts of different jurisdictions.
- 8.6 "Objections case" means the filing of written objections to a magistrate's decision when a magistrate hears a case in juvenile court. An objections case shall be counted as one third of a case.

- 8.7 “Revocation case” means representing an eligible client when a motion to violate community control, probation, intervention in lieu of conviction, or diversion is filed against them. Representation in a revocation case shall be counted as one quarter of a case.
- 8.8 “Preliminary hearing” means representing an eligible client when their initial appearance on a felony is not pursuant to indictment and a preliminary hearing is required by Ohio Criminal Rule 5. Representation in a preliminary hearing case shall be counted as one third of a case.
- 8.9 “Extradition cases” means representation in extradition proceedings as required by Ohio Revised Code 2963.09 including applying for a writ of habeas corpus. Representation in an extradition case shall be counted as one quarter of a case.
- 8.10 “Disposition” means:
- A. the dismissal of a case;
  - B. the imposition of sentence in a case;
  - C. the entering of an order placing the eligible client in diversion;
  - D. the entering of an order placing the eligible client in intervention in lieu of conviction;
  - E. the entering of an order placing the eligible client in a specialty docket, including but not limited to drug court, mental health docket, or veterans’ docket;
  - F. the entering of an order finding the eligible client not guilty by reason of insanity or incompetent to stand trial and not restorable;
  - G. the bind over of case to another court after a finding of probable cause, including but not limited to a bind over after a preliminary hearing in municipal court, or a bind over of from a juvenile court to common pleas court;
  - H. the entering of a warrant committing an eligible client to jail pursuant to O.R.C. 2963.13, or the ruling on the eligible client’s writ of habeas corpus filed pursuant to O.R.C. 2963.09;
  - I. if the case is decided by a magistrate disposition does not occur until the judge approves that decision.

Disposition includes the filing of a notice of appeal, request for appointment of counsel, docketing statement, affidavit of indigency, and request for preparation of transcript.


- 8.11 "Assistant state public defender" means an attorney who is an employee of the Agency.
- 8.12 "Subcontractor" means an attorney who has contracted with the OPD to provide legal services pursuant to this Contract.

**9. Participation in Recoupment Program**

The Contracting Authority agrees to participate in a recoupment program for partially indigent counsel fees as provided in O.A.C. 120-1-05 and 120-1-03(J).

**10. Modification**

- 10.1 This Contract may not be amended orally.
- 10.2 This Contract may only be amended by written addendum, signed and executed by the parties, or their successors.

  
\_\_\_\_\_  
Elizabeth R. Miller  
Ohio Public Defender  
For Contractor

6/25/04  
Date

  
\_\_\_\_\_  
County Commissioner  
Contracting Authority

5/28/24  
Date

  
\_\_\_\_\_  
County Commissioner  
Contracting Authority

5-28-24  
Date

  
\_\_\_\_\_  
County Commissioner  
Contracting Authority

5/28/24  
Date