

RESOLUTION APPROVING AND THE ACCEPTING THE AGREEMENT BETWEEN THE ASHTABULA COUNTY PUBLIC DEFENDER COMMISSION AND THE ASHTABULA COUNTY PUBLIC DEFENDER, INC. FOR INDIGENT DEFENSE

WHEREAS, the Ashtabula County Public Defender Commission has presented an agreement for the approval of the Board, to-wit:

Scope: To provide legal representation to indigent adults and juveniles who are charged with the commission of an offense or act that is a violation of a state statute and for which the penalty or any possible adjudication includes the potential loss of liberty and in post-conviction proceedings.

Provider: Ashtabula County Public Defender, Inc., 4817 State Road, Suite 202 Ashtabula, Ohio 44004

Cost: **Not to exceed:** \$606,014.64 (includes the payment of \$49,426.22 for the months of January thru June and the monthly payment of \$51,576.22 for July thru December)

Term: retroactive to January 1, 2021 through December 31, 2021; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the agreement for indigent defense as noted above is approved and accepted in accordance with the copy of said agreement now on file in this office.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2021-249

June 22, 2021

**RESOLUTION APPROVING AND THE ACCEPTING THE AGREEMENT BETWEEN
THE ASHTABULA COUNTY PUBLIC DEFENDER COMMISSION AND THE
ASHTABULA COUNTY PUBLIC DEFENDER, INC. FOR INDIGENT DEFENSE**

Upon the motion of J.P. Ducro IV, seconded by Casey R. Kozlowski.

VOTE:

Kathryn L. Whittington

Aye

J.P. Ducro IV

Aye

Casey R. Kozlowski

Aye

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

**AGREEMENT BETWEEN THE ASHTABULA COUNTY PUBLIC
DEFENDER COMMISSION AND THE ASHTABULA
COUNTY PUBLIC DEFENDER, INC.**

January 1, 2021 through December 31, 2021

WHEREAS, the County Public Defender Commission is obligated by statute under Section 120.12 of the Ohio Revised Code to provide counsel to represent indigent persons in the proceedings set forth in division (A) of Section 120.16 of the Ohio Revised Code, and:

WHEREAS, pursuant to Section 120.14(A)(2) and (F)(1 -3) of the Ohio Revised Code, the County Public Defender Commission, with the approval of the Board of County Commissioners regarding all provisions that pertain to the financing of defense counsel for indigent person, may contract with a non-profit corporation to provide all or any part of the services that a county public defender is required to provide.

WHEREAS, the not for profit corporation formed for the purpose of providing indigent representation in Ashtabula County is called The Ashtabula County Public Defender, Inc.; said not for profit corporation has the sole purpose of providing legal representation to indigent persons and is in a position to provide competent legal counsel to indigents in criminal matters; and

NOW THEREFORE, the Ashtabula County Public Defender Commission and The Ashtabula County Public Defender, Inc. do hereby agree that:

1. The term of the agreement shall be from January 1, 2021 through December 31, 2021.
2. The Ashtabula County Public Defender, Inc. (hereinafter referred to "Contractor") will provide defender services to indigents charged with potential loss of liberty crimes in violation of the Ohio Revised Code and codified ordinances of Cities that have contracted for such services, in various courts of Ashtabula County, Ohio, as well as juvenile court

delinquency, unruly and dependency, neglect and abuse cases, during the term of the Agreement.

The Contractor shall also ensure that attorneys will be available to eligible defendants at their request or the request of someone acting on their behalf at arrest, formal charging, or indictment.

Contractor's attorneys shall be accessible to applicants in regard to criminal or delinquency matter before formal court appointment.

3. Indigents shall be determined as provided by Section 120.03, Sub-section (B)(1) and 120.05 of the Ohio Revised Code and Ohio Public Defender Commission Rule 120-1-03. Each person to be represented by the Contractor shall complete the Application for Court-Appointed Representation and the Court shall review the eligibility standards for the appointment of counsel.

4. The Contractor shall comply with the standards established and promulgated by the State Public Defender Commission under Section 120.03(B) of the Ohio Revised Code.

5. The Contractor's staff shall consist of six full time attorneys, one officer manager, and one full time administrative assistants. The Contractor shall compensate its staff employees at rates commensurate with their training, experience and responsibilities, and compensation paid to persons doing similar work in the Ashtabula County Prosecutor's Office. All attorneys accepting public defender appointments will be qualified pursuant OAC 120-1-10. No contract clause shall be considered as an interference with the Contractor's selection, supervision, and direction of these persons.

6. The Contractor's services do not include extraordinary expenses incurred in the defense of a client such as costs of forensic experts, investigators, social workers, mental health professionals, and transcripts. Said expenses are to be provided pursuant to a separate application to the Court on a case by case basis, and paid out of the County Commissioner's

General Fund. Pursuant to OAC 120-1-12 (E)(6), to qualify for reimbursement, requests for experts must be held ex parte if so requested in writing by defense counsel. Pursuant to OAC 120-1-12(E)(8), the Contractor shall be afforded extraordinary compensation for the handling of more than three death penalty cases per year, and for any other case that requires an extraordinary amount of time and preparation. Said extraordinary compensation is to be provided pursuant to a separate application to the County Commissioners on a case by case basis.

7. The Contractor shall provide defense services to all clients in a professional, skilled manner consistent with Chapter 120 of the Ohio Revised Code, The Rules of the Ohio Public Defender Commission, The Ohio Public Defender Standards, the Canons of Ethics for attorneys in Ohio, and case law and applicable court rules defining the rights of defendant in criminal cases.

8. The Contractor shall provide malpractice insurance coverage in the aggregate amount of \$1,000,000 for attorneys representing indigent clients under the terms of this contract.

9. The Contractor has the responsibility to complete cases once representation is commenced except for withdrawal due to a conflict of interest recognized by a court, due to finding of the client's financial ineligibility for services, or due to irreconcilable differences arising between attorney and client which is recognized by a court. In the case of a conflict of interest or irreconcilable differences, the court shall appoint counsel outside of the Contractor's office at the county's expense. Pursuant to OAC 20-1-12, the Contractor may also reject appointment from cases, or withdraw from current cases, due to an excessive caseload.

10. The total amount of the contract for the period January 1, 2021 through December 31, 2021 is \$606,014.64

11. The Ashtabula County Commissioners has already paid to the Contractor, in return

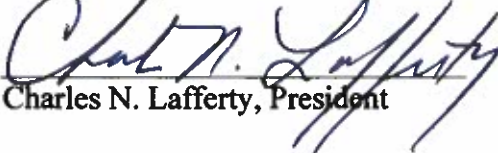
for the Defender Services, the sum of \$49,426.22 for each month of January, February, March, April, May and June, and will pay the sum of \$51,576.22 for each month from July to December 2021. The parties acknowledge that payment has already been made for the months of January, February, March, April, and May. A proposed budget for full year 2021 is attached hereto and the conditions of this contract are contingent upon adequate funding of the Contractor by the County Commissioners, based upon the submitted proposed budget for January 1, 2021 through December 31, 2021.

12. The Contractor shall maintain a case reporting and management information system and keep complete and accurate financial records and shall prepare and submit to the Board of County Commissioners and the Public Defender Commission the caseload reports and financial reports required to obtain reimbursement through the Ohio State Public Defender's Office as provided in Chapter 120 of the Ohio Revised Code. Said report shall be submitted not later than the 15th day of the month following the end of each month of the term of this agreement.

13. The Contractor shall submit to a financial audit annually and submit to the Board of County Commissioners, Public Defender Commission and Ohio Public Defender Commission a complete financial report of the year's operation of the Contractor.

14. The Ashtabula County Public Defender, Inc. intends to dissolve and wind-up its operations when it ceases to provide direct legal services to its Ashtabula County indigent clients upon the completion of this 2021 contract.

THE ASHTABULA COUNTY PUBLIC DEFENDER, INC.

By: 
Charles N. Lafferty, President

Date: 6/7/21

THE ASHTABULA COUNTY PUBLIC DEFENDER COMMISSION

By: Michael P. Geary
Michael Geary, Chairman

Date: 6-9-2021

THE OHIO PUBLIC DEFENDER COMMISSION

By: _____

Date: _____

Funding approved by the Ashtabula County Commissioners, Resolution attached.

| | |
|---------------------------------------|------------------|
| Total Payroll Related Expenses | \$117,094 |
|---------------------------------------|------------------|

II. OPERATIONS

A. TRAVEL AND SHORT TERM TRAINING

| | |
|------------------------|----------|
| Mileage (.45 per mile) | \$ 4,000 |
|------------------------|----------|

| | |
|----------------------------|----------|
| Continuing Legal Education | \$ 1,000 |
|----------------------------|----------|

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|---|-----------------|
| Total Travel and Short Term Training | \$ 5,000 |
|---|-----------------|

B. CONSUMABLE SUPPLIES

| | |
|-----------------|----------|
| Office Supplies | \$ 5,000 |
|-----------------|----------|

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|---------|----------|
| Postage | \$ 1,500 |
|---------|----------|

| | |
|----------------------------------|-----------------|
| Total Consumable Supplies | \$ 6,500 |
|----------------------------------|-----------------|

C. OCCUPANCY COSTS

| | |
|------|---|
| Rent | \$35,100 (\$1850 Jan. 1 st – June 31 st , \$4000 July 1 st – Dec. 31 st) |
|------|---|

| | |
|---------------------|----------|
| Telephone /Internet | \$ 2,100 |
|---------------------|----------|

| | |
|------------------------------|-----------------|
| Total Occupancy Costs | \$37,200 |
|------------------------------|-----------------|

D. CONTRACT AND PROFESSIONAL SERVICES

| | |
|------------|-----------|
| Accountant | \$ 11,400 |
|------------|-----------|

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|-----------------|----------|
| Office Cleaning | \$ 1,500 |
|-----------------|----------|

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|---|------------------|
| Total Contract and Professional Services | \$ 12,900 |
|---|------------------|

E. OTHER - MISCELLANEOUS

| <u>Item</u> | <u>Cost</u> |
|--------------------------------------|-------------|
| Professional Liability Insurance | \$3,501 |
| Property Insurance and D&O Insurance | \$1,667 |
| Lexis/Nexis legal research | \$5,952 |
| Publications, Books | \$ 500 |
| Professional Dues, Licenses | \$ 1,000 |

Total Miscellaneous

 \$12,620

III. EQUIPMENT

| <u>Item</u> | <u>Cost</u> |
|--|-------------|
| Computer and other Equipment maintenance | \$ 1,000 |

Total Income for Budget Period

| | |
|-----------------------------|---|
| Contract - Ashtabula County | \$606,014 |
| Contract - Municipalities | \$ 58,800 |
| | <hr style="display: inline-block; width: 200px; vertical-align: middle; margin-left: 10px;"/> \$664,814 |

PROVIDER BUDGET

Summary Sheet

I. STAFF

ESTIMATED AMOUNT

A. Salaries \$472,500

B. Payroll Related Expenses \$117,094

Total Staff Costs \$589,594

II. OPERATIONS

A. Travel and Short-Term Training \$ 5,000

B. Consumable Supplies \$ 6,500

C. Occupancy Costs \$ 37,200

D. Contract and Professional Services \$ 12,900

E. Other - Miscellaneous \$ 12,620

Total Operations \$ 74,220

III. EQUIPMENT

A. Small Equipment - Computers and Miscellaneous \$ 1,000

Sub Total of All Costs \$664,814

Minus Amount Provided by Municipalities \$ 58,800

Total Contract Amount \$606,014