

AGREEMENT BY
THE CITY OF TOLEDO
TOLEDO MUNICIPAL COURT
AND
THE BOARD OF COMMISSIONERS OF LUCAS COUNTY, OHIO
THE LUCAS COUNTY COMMON PLEAS COURT
GENERAL TRIAL DIVISION

This agreement made and entered into at Toledo, Lucas County, Ohio, this ____ day of _____, 2026, between and among the City of Toledo (hereinafter referred to as “City”); the Board of County Commissioners of Lucas County, Ohio (hereinafter referred to as “Commissioners”); the Toledo Municipal Court (hereinafter referred to as “Municipal Court”), and the Lucas County Common Pleas Court, General Trial Division (hereinafter referred to as “CP Court”) providing for the provision of trial jurors to the Municipal Court.

WITNESSETH:

WHEREAS, the Commissioners are obligated, pursuant to Chapter 23 of the Ohio Revised Code, to provide for trial jurors to the CP Court; and

WHEREAS, Section 307.15 of the Ohio Revised Code authorizes service contracts between boards of county commissioners and the legislative authority of municipal corporations; and

WHEREAS, the CP Court has in place a jury system to draw, summon, and provide for prospective trial jurors to meet the needs of the Judges of the CP Court;

NOW THEREFORE, for and in consideration of the cost-effective and efficient management of public resources, to whitt the provision of prospective trial jurors and for good and valuable consideration as hereinafter provided, it is agreed by the parties as follows:

1. The CP Court will make two draws of jurors each jury year, one for CP Court and one for Municipal Court. The draw for Municipal Court will be made from the registered voters who are in the jurisdiction of the Municipal Court (City of Toledo, Village of Ottawa Hills, and Washington Township) according to information provided by the Lucas County Board of Elections.

2. Separate summonses for each court shall be created and sent to prospective jurors. Municipal Court shall cover the costs for summonses sent on its behalf, and will be responsible for providing the form and wording of summonses sent on its behalf. The number of summonses, and the jury calendar for summonses shall be provided by Municipal Court. Payment for expenses associated with summonses will be made by the Municipal Court to the County on an annual basis. In addition, both courts agree that no jurors are to be scheduled for the last two weeks in December. A copy of the current year schedule and number is contained at Exhibit A.
3. The Municipal Court has previously provided for all of the required costs of becoming a “branch” of the current jury management system in operation in the CP Court. The Municipal Court shall continue to provide for all on-going annual costs of maintaining the branch system for Municipal Court, including the annual juror data load specifically for the Municipal Court. The costs for maintaining the Municipal Court branch of the current jury management system are contained in Exhibit A.
4. The Municipal Court will be responsible for a pro rata share of overhead costs as agreed to by the parties and contained in Exhibit A. The Municipal Court agrees to pay the annual costs as outlined in Exhibit A within 30 days of receipt of an invoice from CP Court. Any disputed costs shall be discussed in good faith by the parties, and undisputed amounts shall remain payable.
5. CP Court and Municipal Court will work together each year to update Exhibit A with the current year’s costs associated with providing jury services to Municipal Court. These annual costs include the annual summons costs, the licensing costs associated with its “branch” of the jury management system, and the overhead costs agreed to by the parties as specified in Exhibit A.
6. The Municipal Court Services Commissioner or designee shall email the CP Court Jury Manager no later than 3:00 p.m. the Friday (or final work day of the week) to request a jury for the following week. Once a jury has been ordered, the Municipal Court Services Commissioner or designee shall email the CP Court Jury Manager no later than 3:00 p.m. one (1) workday prior to the trial date confirming or cancelling the jury for a specified case. This will allow the CP Court Jury Manager to call in jurors to the Municipal Court the following day via the automated system.
7. Orientation of the jurors in each court will be completed by their respective staffs according to the requirements of the respective court.

8. Each month, the CP Court Jury Manager will prepare and submit to the Municipal Court Clerk of Court an accounting of jurors who appeared for jury duty in the Municipal Court. This accounting will be identified by case number and will include the number of jurors and trial days. For each identified case, the Municipal Clerk shall add the daily juror fees to court costs, except in cases where a not guilty verdict is returned. Pursuant to Ohio Revised Code section 1901.25(C), juror fees in criminal cases involving a violation of state law shall be paid by the County, while juror fees for cases involving a violation of municipal law will be paid by the City. Within 30 days of receiving the accounting, the Municipal Court Clerk of Court will forward to the Commissioners the sum due for cases involving a violation of municipal law or civil cases. As court costs are collected, the Municipal Court Clerk of Court will forward the collected funds to the Commissioners for cases involving violation of state law, and to the City for cases involving violations of municipal law.

9. This Agreement may be amended from time to time in writing by the parties, provided that such amendments shall be attached hereto and become part hereof. The Agreement is effective for a period of five years from the date of execution unless terminated by either party. Any party to this Agreement may terminate this Agreement by providing written notice to all other parties at least 120 days prior to the end of the jury year, which begins on or about September 1st each year. Any termination by notice will take effect on the first day of the jury year after which the notice was delivered. Any update to administrative costs (summons costs, daily juror costs, licensing costs, etc.) shall be reflected in an amended Exhibit A approved by both parties at least 90 days prior to the updated costs taking effect.

IN WITNESS THEREOF, both parties have caused this instrument to be executed the day and year first above written.

Lisa A. Sobecki, President
Lucas Co. Board of Commissioners

Pete Gerken
Lucas Co. Board of Commissioners

Anita Lopez
Lucas Co. Board of Commissioners

Approved as to Content:

Vallie Bowman-English
Clerk, Toledo Municipal Court

J. Bernie Quilter
Clerk, Common Pleas Court

Administrative Judge Joshua W. Lanzinger
Toledo Municipal Court

Administrative Judge Michael Goulding
Lucas County Common Pleas Court
General Trial Division

Approved as to Form:

City of Toledo Department of Law

Lucas County Prosecutor's Office