

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE SUMMIT COUNTY PUBLIC DEFENDER'S COMMISSION FOR DEFENSE OF INDIGENT DEFENDANTS IN THE STOW MUNICIPAL COURT, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Chapter 120 of the Ohio Revised Code and Administrative Code 120-1-09, it is necessary for the City of Hudson to enter into an agreement with the Summit County Public Defender's Commission in order for said County to obtain reimbursement for services rendered in providing legal counsel to indigent persons charged with loss of liberty offenses in the City's municipal jurisdiction for all cases opened between January 1, 2018 through December 31, 2018.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Hudson, Summit County, State of Ohio, that:

Section 1: The City Manager is authorized and directed to enter into an agreement with the Summit County Public Defender's Commission for defense of the indigent persons in the Stow Municipal Court for all cases opened between January 1, 2018, through December 31, 2018, a copy of which agreement is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

Section 2: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3: This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that the 2018 Agreement with the Summit County Public Defender's Commission shall take effect on January 1, 2018; wherefore, this Resolution shall be in effect immediately upon its passage provided it receives the affirmative vote of five members of Council, except that six affirmative votes shall be required if all members are present; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED:

David A. Basil, Mayor

ATTEST:

Elizabeth Slagle, Clerk of Council

I certify that the foregoing Resolution No. 17-188 was duly passed by the Council of said Municipality on _____, 2017.

Elizabeth Slagle, Clerk of Council

EXHIBIT "A"

AGREEMENT

This Agreement made at the CITY OF HUDSON, Ohio on this ____ day of _____, _____, by and between the CITY OF HUDSON, Ohio, acting by and through its Mayor (or designee) duly authorized by Ordinance/Resolution No. _____, _____, passed by the Council of the CITY OF HUDSON, Ohio on the ____ day of _____, _____, hereinafter referred to as the CITY and the Summit County Public Defender's Commission, One Cascade Plaza Suite 1940, Akron, Ohio hereinafter referred to as the DEFENDER.

WITNESSETH:

WHEREAS, the CITY has entered into an agreement to obtain the services of the DEFENDER to provide legal counsel to indigent persons charged with loss of liberty offenses in its municipal jurisdiction for 2018; and

WHEREAS, pursuant to Chapter 120 of the Ohio Revised Code and Administrative Code 120-1-09 it is necessary to enter into this Agreement in order for said County to obtain reimbursement pursuant to Chapter 120 and Administrative Rule 120-1-09 of the Ohio Administrative Code.

NOW, THEREFORE, in consideration of the mutual covenants, promises, conditions, and terms to be kept and performed, it is agreed between the parties as follows:

Section 1. The DEFENDER shall provide counsel in the Stow Municipal Court to persons charged with a violation of the Codified Ordinances of the CITY OF HUDSON, Ohio, and who meet all the following specifications:

- a. The judge has determined in accordance with Subsection D of Rule 44 of the Ohio Rules of Criminal Procedure that such person is unable to obtain legal counsel.

- b. Such person has not waived the right to counsel in accordance with Rule 43 (C) of the Ohio Rules of Criminal Procedure.
- c. The judge determines that a sentence of confinement may be imposed on such person should he be convicted.
- d. Defines "eligible person" as an individual who at the time this need is determined, to be indigent in accordance with Sections 120.05 and 120.15 of the Ohio Revised Code and Section 120-1-03 of the Ohio Administrative Code and other rules and standards established by the Ohio Public Defender and the Commission.

Section 2. The CITY shall pay to the DEFENDER a fee for the services provided in Section 1 of the Agreement of One Hundred Seventy Dollars (\$170.00) per case for all cases opened between January 1, 2018 through December 31, 2018.

a. The parties hereto agree that said representation of such indigent person shall not exceed the fee schedule in effect and adopted by Summit County, Ohio (said fee schedule currently allows payment of up to \$750.00 per case as and for a trial.)

Section 3. The DEFENDER shall send semi-annual statements to the CITY certifying the number of cases completed during the preceding months.

Section 4. The Agreement shall expire on December 31, 2018.

Section 5. In the event the CITY does not renew this Agreement, the CITY agrees to pay the DEFENDER the amount of One Hundred-Seventy Dollars (\$170.00) per pending case upon the completion of said case.

Section 6. Should the DEFENDER be succeeded by a county defender organized in accordance with the Ohio Revised Code, the DEFENDER may assign its duties under this assignment and shall not be made by either party without the prior written consent of the other; provided, however, that the DEFENDER is expressly authorized to provide the services described in Section 1 through the Legal Defender Office of Summit County, Ohio Inc.

Section 7. Should the DEFENDER or any other entity receive reimbursement for the services performed by the DEFENDER, the DEFENDER shall insure the CITY receives its prorated share of such reimbursement through credit toward the CITY's payment and/or payments, direct or indirect, to the CITY.

Section 8. The DEFENDER shall defend and hold harmless the CITY from any and all claims or liability resulting from the services performed by the DEFENDER under the contract.

Section 9. All amendments to this Agreement shall be in writing and signed by both parties.

Section 10. This contract shall be subject to the approval of the Ohio Public Defender Commission. In addition to indigency determination, all rules, standards and guidelines issued by the Office of the Ohio Public Defender and Ohio Public Defender Commission shall be followed.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

IN THE PRESENCE OF:

CITY OF HUDSON

Witness for Mayor/designee

_____/_____
Mayor (or designee) Date

Witness for Commission

SUMMIT COUNTY PUBLIC
DEFENDER COMMISSION

Approved as to legal form
and correctness:

_____/_____
Date

_____/_____
Law Director Date

OHIO PUBLIC DEFENDER
COMMISSIONER

_____/_____
Date

CERTIFICATE OF DIRECTOR OF FINANCE

I hereby certify that certificates will be furnished on payment orders issued by the _____ under this contract and that sufficient money is in the treasury under this contract and that sufficient money is in the treasury or in the process of collection to the credit of the appropriate fund or division to discharge the CITY'S obligation under this contract as authorized by Ordinance/Resolution No. _____, _____.

Director of Finance