

**RESOLUTION NO:** 2018-R94  
**SPONSOR:** MAYOR NEUGEBAUER  
**INTRODUCED:** DECEMBER 11, 2018

**ASSIGNED TO:** \_\_\_\_\_

**INTERGOV. & UTIL.**

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF GREEN AND THE LEGAL DEFENDERS OFFICE OF SUMMIT COUNTY, OHIO, INC., AND DECLARING AN EMERGENCY.**

WHEREAS, the City of Green is required to provide legal services to those persons charged with crimes under City Ordinances that are unable to pay for legal representation; and

WHEREAS, the City of Green has contracted with the Legal Defenders Office of Summit County, Ohio, Inc. since its inception to provide services to individuals who are charged with crimes under City Ordinances and are unable to afford legal representation; and

WHEREAS, the current contract is set to expire on December 31, 2018; and

WHEREAS, the Legal Defenders Office notified the City of Green that the minimum amount paid per case will remain the same as the prior year at One Hundred Seventy Dollars (\$170.00) per case and up to a maximum amount of Seven Hundred Fifty Dollars (\$750.00) pursuant to Section 2 of Exhibit "A" attached hereto; and

WHEREAS, it is in the City's best interests to continue its Agreement with the Legal Defenders Office of Summit County, Ohio, Inc. for calendar year January 1, 2019 through December 31, 2019.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GREEN, COUNTY OF SUMMIT, AND STATE OF OHIO THAT:**

**SECTION ONE:**

Green City Council approves the Agreement between the City of Green and the Legal Defenders Office of Summit County, Ohio, Inc. to provide legal counsel to indigent persons charged with offenses under Codified Ordinances of the City of Green, pursuant to the terms set forth in the Agreement, a copy of which is attached hereto and incorporated herein as Exhibit "A".

**SECTION TWO:**

The City of Green finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in open meetings of this Council and any deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

**SECTION THREE:**

Council declares this to be an emergency immediately necessary for the preservation of the public peace, health, safety and welfare of the citizens of Green and for the further reason that it is necessary to be in place and effective as of January 1, 2018. Provided that this legislation receives the affirmative vote of three-fourths of the members elected or appointed to Council, it shall take

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effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force at the earliest time allowed by law.

ADOPTED: 12/11/18

Molly Kapeluck  
Molly Kapeluck, Clerk of Council,

Chris Humphrey

Chris Humphrey, Council President

APPROVED: December 12, 2018

Gerard M. Neugebauer  
Gerard M. Neugebauer, Mayor

ENACTED EFFECTIVE: December 12, 2018

ON ROLL CALL: Babbitt -aye Dyer -aye Humphrey -aye Shaughnessy -aye  
Speight -aye Yeargin -aye Young -aye Adopted 7-0

Suburbanite publication on December 14 and December 21, 2018

Molly Kapeluck  
Molly Kapeluck, Clerk of Council

12/6/2018 Approved as to form and content by William G Chris, Law Director, Interim

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AGREEMENT

2018-R 94  
Exhibit "A"

This Agreement made at the CITY OF GREEN, Ohio on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the CITY OF GREEN, Ohio, acting by and through its Mayor (or designee) duly authorized by Ordinance/Resolution No. \_\_\_\_\_, \_\_\_\_\_, passed by the Council of the CITY OF GREEN, 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 2019; 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 Barberton Municipal Court to persons charged with a violation of the Codified Ordinances of the CITY OF GREEN, 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, 2019 through December 31, 2019.

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, 2019.

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 GREEN

\_\_\_\_\_  
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 CITYS's obligation under this contract as authorized by Ordinance/Resolution No. \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Director of Finance