

RECORD OF ORDINANCES

Resolution No. 2023-89

Passed DECEMBER 6, 2023

SPONSOR: SAFETY COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE SUMMIT COUNTY PUBLIC DEFENDER'S COMMISSION FOR CALENDAR YEAR 2024, AND DECLARING AN EMERGENCY.

WHEREAS, the Mayor has proposed that the Village enter into a contract with the Summit County Public Defender's Commission for calendar year 2024 to provide legal counsel to indigent persons charged with offenses involving the potential loss of liberty within the Village.

WHEREAS, this Council finds and determines, after reviewing all pertinent information, that it is necessary and in the best interest of the Village to authorize the Mayor to execute an agreement with the Summit County Public Defender's Commission for calendar year 2024 to provide legal counsel to indigent persons charged with offenses involving the potential loss of liberty within the Village.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Mogadore, Summit and Portage Counties, State of Ohio, that:

SECTION 1: The Mayor is hereby authorized and directed to execute a contract with the Summit County Public Defender's Office for calendar year 2024 to provide legal counsel to indigent persons charged with offenses involving the potential loss of liberty within the Village. Said contract is attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2: This Council 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 this formal action were in meetings open to the public, in compliance with all legal requirements.

SECTION 3: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the residents of the Village of Mogadore and for the purpose of immediately authorizing the aforementioned agreement with the Summit County Public Defender's Commission to ensure the rights of indigent persons charged with offenses involving the potential loss of liberty do not have their Constitutional rights denied or abridged, and, provided this Resolution receives the affirmative vote of at least five (5) members elected or appointed to this Council, it shall take effect and be in force upon its passage by Council and approval by the Mayor, otherwise it shall take effect and be in force at the earliest period allowed by law.

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Resolution No. 2023-89

Passed DECEMBER 6, 20 23

Michael Paddish 12-6-23  
President of Council Date

Shirley A. Hill 12-6-23  
Mayor Date

Attest:

[Signature]  
Clerk-Treasurer

## **AGREEMENT**

This Agreement made at the VILLAGE OF MOGADORE, Ohio on this 6th day of December, 2023, by and between the VILLAGE OF MOGADORE, Ohio, acting by and through its Mayor (or designee) duly authorized by Ordinance/Resolution No. 2023, 89, passed by the Council of the VILLAGE OF MOGADORE, Ohio on the 6th day of December, 2023, hereinafter referred to as the VILLAGE and the Summit County Public Defender's Commission, One Cascade Plaza Suite 1940, Akron, Ohio hereinafter referred to as the DEFENDER.

WITNESSETH:

WHEREAS, the VILLAGE 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 2024; 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, through the Legal Defenders Office of Summit County, Ohio, Inc. (DBA Summit Legal Defenders) ("LDO"), shall provide counsel in the Akron Municipal Court and the Summit County Juvenile Court to persons charged with a violation of the Codified Ordinances

of the VILLAGE OF MOGADORE, Ohio for which a sentence of confinement may be imposed on such person should they be convicted, and who meet either of 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; or
- b. The Defender or LDO determines that the individual is 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.

Section 2. The VILLAGE shall pay to the DEFENDER a fee for the services provided in Section 1 of the Agreement of Two Hundred Ten Dollars (\$210.00) per case for all cases closed between January 1, 2024 through December 31, 2024. In the event that a defendant becomes unavailable during the pendency of the case, the Defender shall keep the case open for a period of twelve months from the first missed hearing. At the expiration of that twelve months, the case shall be closed and billed accordingly. If the defendant becomes available after the matter is closed, the case will be re-opened and considered a new case for the purposes of billing at that time.

Section 3. The Defender or LDO, on behalf of its attorneys and each attorney employed by the Defender or LDO individually, reserves the right to decline to advise or represent any particular person, consistent with the Ohio Rules of Professional Conduct. The Company or LDO further reserves the right to withdraw from representation: (1) for a conflict of interest consistent with the Ohio Rules of Professional Conduct; (2) due to a finding of the client's financial ineligibility for the legal services; or (3) due to an excessive workload as determined by Section 120-1-07 of the Ohio Administrative Code. However,

in the event Company desires to withdraw due to financial ineligibility or excessive workload, the Company or attorney shall continue representation previously commenced at the trial court level through all trial court proceedings, including capias and probation violation proceedings, and shall continue previously taken appeals until the appeals process is terminated by a final action on the merits by the appellate court or until alternate counsel is obtained.

Section 4. The DEFENDER shall send biannual statements to the VILLAGE certifying the number of cases completed during the preceding months. These statements shall be provided electronically. Itemized billing is available upon request.

Section 5. The Agreement shall expire on December 31, 2024.

Section 6. In the event the VILLAGE does not renew this Agreement, the VILLAGE agrees to pay the DEFENDER the amount of Two Hundred Ten Dollars (\$210.00) per pending case upon the completion of said case.

Section 7. 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 8. Should the DEFENDER or any other entity receive reimbursement for the services performed by the DEFENDER, the DEFENDER shall insure the VILLAGE receives its prorated share of such reimbursement

through credit toward the VILLAGE's payment and/or payments, direct or indirect, to the VILLAGE.

Section 9. The DEFENDER shall defend and hold harmless the VILLAGE from any and all claims or liability resulting from the services performed by the DEFENDER under the contract.

Section 10. All amendments to this Agreement shall be in writing and signed by both parties.

Section 11. 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:

*Brookline O'See*  
Witness for Mayor/Designee

VILLAGE OF MOGADORE

*Monica Ari* / 12-6-23  
Mayor (or designee)                      Date

\_\_\_\_\_  
Witness for Commission

SUMMIT COUNTY PUBLIC  
DEFENDER COMMISSION

Approved as to legal form  
and correctness:

\_\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_/\_\_\_\_\_  
Law Director                      Date

**CERTIFICATE OF DIRECTOR OF FINANCE**

I hereby certify that certificates will be furnished on payment orders issued by the Summit County Public Defenders 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 VILLAGE's obligation under this contract as authorized by Ordinance/Resolution No. 2023, 89.

  
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Director of Finance