

AGREEMENT

This Agreement made at the [MUNICIPALITY], Ohio on this ____ day of _____, _____, by and between the [MUNICIPALITY],, Ohio, acting by and through its Mayor (or designee) duly authorized by Ordinance No. _____, _____, passed by the Council of the [MUNICIPALITY], Ohio on the ____ day of _____, _____, hereinafter referred to as the [MUNICIPALITY], County of Summit, Ohio, herein after referred to as the COUNTY, and the Legal Defenders Office of Summit County, Ohio, Inc., a non-profit organization established per Chapter 120 of the Ohio Revised Code (ORC) and Chapter 120-1 of the Administrative Code (OAC), hereinafter referred to as the DEFENDER, collectively referred to as PARTIES.

WITNESSETH:

WHEREAS, the [MUNICIPALITY], wishes to enter 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 ORC Chapter 120, specifically §§ 120.08 and .34, the state treasury maintains the indigent defense support fund to reimburse county governments for the expenses incurred by DEFENDER for the aforementioned services. Per OAC 120-1-09 it is necessary to enter into this Agreement in order for COUNTY to obtain reimbursement.

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 Akron Municipal Court and the Summit County Juvenile Court to persons charged with a violation of the Codified Ordinances of the [MUNICIPALITY], 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 fee for the services provided in Section 1 of the Agreement shall not exceed Two Hundred Thirty Dollars (\$230.00) per case. The DEFENDER shall provide a monthly list to the COUNTY and the [MUNICIPALITY], of all billable closed cases by the 15th day of the following month. The COUNTY shall pay the DEFENDER \$230.00 for each identified closed case on the monthly list. The [MUNICIPALITY], shall pay the COUNTY the unreimbursed portion of that fee in effect for each closed case on the monthly list (currently 22% of the fee or \$50.60 per case). The unreimbursed percentage is subject to change pursuant to the Ohio Public Defender's indigent defense reimbursement rate. Should the rate be changed by the state during the term of this Agreement, the PARTIES agree to abide by the new rate. PARTIES will cooperate to receive the maximum state reimbursement allowed by law.

Matters that have multiple City municipal code charges under one case number shall be counted as one case. Where a case has both a municipal code

charge and an Ohio Revised Code, the case shall be billed to the [MUNICIPALITY] whenever the ordinance is the highest degree charge or ties for highest degree.

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 six months from the first missed hearing. At the expiration of that six 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.

For all community control violations, show cause hearings or contempts filed six months or more after the original case has been closed, the fee shall not exceed One Hundred Fifteen Dollars (\$115) or 50% of the Two Hundred Thirty Dollars (\$230.00) per case. These will be billed in the same manner as the original case.

All appeals of cases originally billed pursuant to this contract shall be billed at Two Hundred Thirty Dollars (\$230.00) per case. All appeals assigned to the Defender for municipal code violation cases for which the Defender was not trial counsel, shall be billed at Two Hundred Thirty Dollars (\$230.00). These will be billed in the same manner as the original case.

Section 3. The Defender, on behalf of its attorneys and each attorney employed by the Defender, 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 Defender or the individual 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 Agreement shall expire on December 31, 2025. Billing for the aforementioned services may occur after expiration.

Section 5. In the event the [MUNICIPALITY] does not renew this Agreement, the CITY agrees to pay the DEFENDER the applicable amount in Section 2 per pending case upon the completion of said case.

Section 6. The DEFENDER shall defend and hold harmless the [MUNICIPALITY] from any and all claims or liability resulting from the services performed by the DEFENDER under the contract.

Section 7. All amendments to this Agreement shall be in writing and signed by all parties.

Section 8. 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:

[MUNICIPALITY]

Witness for Mayor/Designee

_____/_____
Mayor (or designee) Date

LEGAL DEFENDERS OFFICE OF
SUMMIT COUNTY, OHIO, INC.

Witness for Defender

_____/_____
Director Date

Approved as to form:

COUNTY OF SUMMIT, OHIO

Brian Harnak, Director
Summit County
Dept. of Law and Risk Management

_____/_____
Executive (or designee) 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 No. _____, _____.

Director of Finance