

RESOLUTION NO. 2025-40
INTRODUCED BY: Mayor Bodnar

**AN EMERGENCY RESOLUTION
AUTHORIZING THE MAYOR AND PRESIDENT OF COUNCIL
TO ENTER INTO AN AGREEMENT WITH CUYAHOGA COUNTY FOR THE
PAYMENT OF COSTS ASSOCIATED WITH COUNSEL ASSIGNED TO REPRESENT
INDIGENT PERSONS CHARGED WITH VIOLATIONS OF VILLAGE ORDINANCES
AND TO AUTHORIZE A ONE-TIME EXPENDITURE NOT TO EXCEED \$10,000 FOR
A PERIOD OF ONE CALENDAR YEAR**

WHEREAS, by Resolution R2022-0173, adopted July 5, 2022, and in accordance with Ohio Revised Code (“ORC”) Section 120.33(A)(3), the Cuyahoga County Council approved a revised Assigned Counsel Fee Schedule for the Cuyahoga County Court of Common Pleas; and

WHEREAS, in accordance with ORC Section 120.33(A)(4), the County is only required to pay the costs for counsel assigned to represent indigent persons charged with violations of the ordinances of the municipal corporation if the County has contracted with the municipality to pay those costs; and

WHEREAS, in accordance with Ohio Administrative Code Section 120-1-09 and ORC section 120.33(A), the County will be reimbursed for the costs of counsel assigned to represent indigent persons charged with violations of the ordinances of the municipal corporation by the Office of the Ohio Public Defender (“OPD”) only if the County has contracted with the municipality to pay those costs and the OPD has approved the form of the contract; and

WHEREAS, entering into a contracts with Cuyahoga County as described herein will result in funds from the OPD being utilized to pay the costs of counsel assigned to represent indigent persons charged with violations of the ordinances of the municipal corporations within the County in lieu of those costs being borne by the municipalities; and

WHEREAS, Mayfield Village wishes to enter into an agreement with Cuyahoga County for the payment of costs associated with counsel assigned to represent indigent persons charges with violations of the Village’s ordinances for a period of one calendar year.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF MAYFIELD VILLAGE, THAT:

SECTION 1. The Mayor and President of Council are authorized and directed to enter into an agreement with Cuyahoga County for the payment of costs associated with counsel assigned to represent indigent persons charged with violations of Village ordinances, in a form substantially similar to that attached hereto and incorporated herein by reference as Exhibit “A”, for a period of one calendar year.

SECTION 2. The Council of Mayfield Village further authorizes a one-time expenditure in an amount not to exceed \$10,000 for said period.

SECTION 3. The Council finds and determines that all formal actions of the Council relating to the adoption of this Resolution have been taken at open meetings of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

SECTION 4. This Resolution is hereby declared to be an emergency measure immediately necessary to provide such assistance of counsel, for the benefit of the residents and community of Mayfield Village. It shall, therefore, take effect immediately upon the passage by the affirmative vote of not less than five (5) members elected to Council and approval by the Mayor or otherwise at the earliest time allowed by law.

STEPHEN SCHUTT
Council President

First Reading: _____, 2025

Second Reading: _____, 2025

Third Reading: _____, 2025

PASSED: _____, 2025

BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:

DIANE A. CALTA
Director of Law

ATTEST: _____
MARY E. BETSA, MMC
Clerk of Council

EXHIBIT A

AGREEMENT FOR PAYMENT OF COUNSEL
FEES FOR INDIGENT CRIMINAL DEFENDANTS
(Pursuant to Ohio Revised Code §120.33)

THIS AGREEMENT entered into on this ____ day of _____, 2025 by and between the County of Cuyahoga, Ohio, a body corporate and politic and political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as the same may have been amended, modified, and supplemented to the date hereof (hereinafter referred to as "County"), and Mayfield Village, Ohio a body politic and corporate organized and existing under the Charter of Mayfield Village, Ohio effective May 7, 1974, as the same may have been amended, modified, and supplemented to the date hereof (hereinafter referred to as "Village").

WHEREAS, on July 22, 2025, pursuant to Ohio Administrative Code 120-01-03 ("Standards of Indigence") and ORC 120.33, Cuyahoga County adopted Resolution No. 2025-240 ("Resolution") providing for the representation of indigent persons accused of certain crimes under a court-appointed attorney's system, the establishment of a schedule of fees to be paid to counsel for legal services so provided, and the authority by which the County may contract with municipalities with respect to legal fees for counsel appointed to represent indigent persons charged with certain violations of ordinances of municipal corporations; and

WHEREAS, the County has adjusted the schedule of fees paid to counsel for such legal services from time to time; and

WHEREAS, the parties hereto desire to enter into an agreement pursuant to Ohio Revised Code §120.33 relative to the payment of legal fees and expenses to counsel appointed by the Municipal Court of Lyndhurst, Ohio to represent indigent persons charged with certain violations of the Mayfield Village, Ohio and for which the penalty or any possible adjudication includes the possible loss of liberty, as set forth in the aforementioned statute.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

1. Pursuant to Ohio Revised Code §120.33, and the aforesaid Resolution, the County shall pay all legal fees of counsel appointed by the Municipal Court of Lyndhurst, Ohio to represent indigent persons charged with violations of the ordinances of Mayfield Village, Ohio, plus authorized expenses, as certified by the Lyndhurst Municipal Court.
2. Payment by the Village for representation of indigent persons is by a fee schedule and shall not exceed the fee schedule adopted by the County wherein the municipal corporation is located.
3. The Village agrees to reimburse the County for all legal fees and expenses which are paid by the County according to Item One within thirty (30) days of receipt of an invoice prepared by the County for such fees and expenses.
4. The Village agrees to pay the County an administrative fee of three percent (3%) of the amount of any reimbursement received from the Ohio Public Defender Commission as full compensation for all administrative and other costs incurred by the County on account of the services rendered under this Agreement.

5. The County agrees to pay the Village all reimbursement received from the State of Ohio Public Defender for said legal fees and expenses less the 3% Administrative fee referenced above pursuant to Ohio Revised Code §120.33 within thirty (30) days of the County's receipt of such reimbursement.
6. Reimbursement by the County to the Village for legal fees and expenses for the representation of such indigent persons shall not exceed the amount received as reimbursement from the State of Ohio Public Defender.
7. This agreement shall be in effect from January 1, 2025 through December 31, 2025.
8. Neither the County nor the Village shall assign all or any part of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.
9. Any notice or communication required or permitted under this MOU shall be sufficiently given in writing delivered to the following:

Mayfield Village, Ohio
 Village Prosecutor
 Michael Cicero
 cicero@nicola.com
 6622 Wilson Mills Road
 Mayfield Village, Ohio 44143

Cuyahoga County Fiscal Office
 Domonique Tatum
 dtatum@cuyahogacounty.gov
 2079 East 9th Street 3-100
 Cleveland, OH 44115

10. If the County fails to fulfill its obligations under this Agreement in a reasonable, timely, and proper manner, or if the County substantially violates any of the terms or conditions of this Agreement, then the Village has the right to terminate this Agreement by providing written notice to the County of such termination that specifies an effective date for termination no less than thirty (30) days before the effective date of said termination. Termination by the Village shall not constitute a waiver of any other right or remedy it may have at law or in equity for breach of this Agreement by the County.
11. If the Village fails to fulfill its obligations under this Agreement in a reasonable, timely and proper manner, or if the Village substantially violates any of the terms or conditions of this Agreement, then the County has the right to terminate this Agreement by giving written notice to the Village of such termination that specifies an effective date for termination no less than thirty (30) days before the effective date of said termination. Termination by the County shall not constitute a waiver of any other right or remedy it may have at law or in equity for breach of the Agreement by the Village.

12. All appointments made hereunder shall conform with the Standards of Indigency and other rules and standards established by the Ohio Public Defender Commission and the State Public Defender.
13. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio by a Court sitting in Cuyahoga County and parties agree not to attempt to remove any legal action outside of Cuyahoga County for any reason.
14. Both parties are subject to the Ohio Public records Act, ORC 149.43.
15. All amendments to this Agreement agreed upon by the parties shall be in writing and signed by both parties.
16. This Agreement is contingent upon the approval of the State of Ohio Public Defender.

VILLAGE AGREES THAT ALL CONTRACT DOCUMENTS REQUIRING COUNTY SIGNATURES MAY BE EXECUTED BY ELECTRONIC MEANS, AND THAT THE ELECTRONIC SIGNATURES AFFIXED BY THE COUNTY TO SAID DOCUMENTS SHALL HAVE THE SAME LEGAL EFFECT AS IF THAT SIGNATURE WAS MANUALLY AFFIXED TO A PAPER VERSION OF THE DOCUMENT. VILLAGE ALSO AGREES TO BE BOUND BY THE PROVISIONS OF CHAPTERS 304 AND 1306 OF THE OHIO REVISED CODE AS THEY PERTAIN TO ELECTRONIC TRANSACTIONS, AND TO COMPLY WITH THE ELECTRONIC SIGNATURE POLICY OF CUYAHOGA COUNTY.

ENTERED INTO AND AGREED in Cleveland, Ohio, the day and year first written herein.

CUYAHOGA COUNTY, OHIO

BY: _____
Chris Ronayne, County Executive,
or designee, pursuant to Executive Order 2023-0003,
dated July 6, 2023

The legal form and correctness
of this Contract is hereby approved:
Law Department, County of Cuyahoga, Ohio
Victor E. Manolache, Assistant Law Director for
Richard D. Manoloff, Director of Law

and

MAYFIELD VILLAGE, OHIO

BY: _____

Name: _____

Title: _____

MAYFIELD VILLAGE, OHIO

BY: _____

Name: _____

Title: _____

APPROVED AS TO LEGAL FORM:

Diane A. Calta
Director of Law
Mayfield Village, Ohio

FISCAL OFFICER'S CERTIFICATE

As the fiscal officer of the Mayfield Village, Ohio, I certify that as of the date of execution of the within Agreement with Mayfield Village, Ohio, the amount required to satisfy payment under the Agreement has been fully appropriated or authorized or directed for such purpose and is in the Treasury, or is in the process of collection and is free from any obligation or certification now outstanding.

Angie S. Rich, Director of Finance
Mayfield Village, Ohio