

Finance

P/C 8-19-25  
CA Prior 9-2-25  
1st R \_\_\_\_\_  
2nd R \_\_\_\_\_  
3rd R \_\_\_\_\_  
C/A \_\_\_\_\_

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 11484-2025

INTRODUCED BY: MAYOR ORCUTT AND COUNCIL AS A WHOLE

AN ORDINANCE

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CUYAHOGA COUNTY FOR THE PAYMENT OF INDIGENT CRIMINAL DEFENDANTS' COUNSEL FEES, AND DECLARING AN EMERGENCY

WHEREAS, Cuyahoga County Council passed Resolution No. R2025-0240, which provides for fees for indigent defendants at municipal courts; and

WHEREAS, this agreement is pursuant to ORC Section 120.33(A) (3) which provides for payment and reimbursement for indigent defendants.

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: The Mayor is hereby authorized to enter into an agreement with Cuyahoga County for indigent counsel fees as attached hereto and incorporated herein as Exhibit "A".

SECTION 2: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of 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 Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and authorizing the Mayor to enter into an agreement with Cuyahoga County for indigent counsel fees, therefore, provided this ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

RECEIVED  
AUG 14 2025  
BROOK PARK CITY COUNCIL

PASSED: September 2, 2025

[Signature]  
PRESIDENT OF COUNCIL

ATTEST: [Signature]  
CLERK OF COUNCIL

APPROVED: [Signature]  
MAYOR

9-3-25  
DATE

CERTIFICATE  
Carol Johnson, Clerk of Council, of the City of Brook Park, Ohio, do hereby certify that the foregoing is a true and accurate copy of Ordinance/Resolution No. 11484-2025 passed on the 2 day of September 20 25 by said council.

[Signature]  
Clerk of Council

	Yea	Nay
Troyer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mencini	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Roberts	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Scott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
McCorkle	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Poindexter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dufour	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I HEREBY APPROVE THE WITHIN INSTRUMENT AS TO LEGAL FORM AND CORRECTNESS.  
[Signature]  
DIRECTOR OF LAW



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 the City of Brook Park, Ohio a body politic and corporate organized and existing under the Charter of the City of Brook Park, effective October 18, 1966 as the same may have been amended, modified, and supplemented to the date hereof (hereinafter referred to as "City").

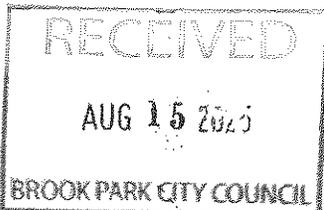
WHEREAS, on July 22, 2025, pursuant to Ohio Administrative Code 120-01-03 ("Standards of Indigence") and ORC 120.33, Cuyahoga County adopted Resolution No. 2025-240 providing for the representation of indigent persons accused of certain crimes under a court-appointed attorney's system, the establishment 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 Berea, Ohio represent indigent persons charged with certain violations of the City of Brook Park 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 Berea, Ohio to represent indigent persons charged with violations of the ordinances of the City of Brook Park, Ohio, plus authorized expenses, as certified by the Berea Municipal Court.
2. Payment by the City 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 City 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 City 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 cost incurred by the County on account of the services rendered under this Agreement.

5. The County agrees to pay the City 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 City 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 City 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:

City of Brook Park  
Tony D'Amico  
tdamico@cityofbrookpark.com  
6161 Engle Road  
Brook Park, OH 44142

Cuyahoga County Fiscal Office  
Domonique Tatum  
dtatum@cuyahogacounty.gov  
2079 East 9<sup>th</sup> 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 City 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 City 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 City fails to fulfill its obligations under this Agreement in a reasonable, timely and proper manner, or if the City 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 City 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 City.

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.

CITY 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. CITY 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**

And

**CITY OF BROOK PARK**

**BY:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

I HEREBY APPROVE THE WITHIN  
INSTRUMENT AS TO LEGAL FORM  
AND CORRECTNESS  
  
DIRECTOR OF LAW