CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: May 14, 2015

Action Requested By: Municipal Court

Agenda Type: Resolution

Subject Matter:

Indigent Defense Services Agreement

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an Agreement with Johnson, Jones, and McGehee, a limited liability partnership, for provision of Indigent Defense Services in Municipal Court of the City of Huntsville.

Note: If amendment, Please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

Associated Cost: _____

Budgeted Item: Not Applicable

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: _____

Date: 5/4/2015

ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: **Municipal Court** Council Meeting Date: 5/14/2015

Department Contact: **Charles Rodenhauser** Phone # **256-427-7803**

Contract or Agreement: **Indigent Defense Service Agreement**

Document Name: **Indigent Defense Service Agreement**

City Obligation Amount: **29,216.00**

Total Project Budget:

Uncommitted Account Balance:

Account Number:

Procurement Agreements

Not Applicable	**Not Applicable**

Grant-Funded Agreements

Not Applicable	**Grant Name:**

Department	Signature	Date
1) Originating		5/4/15
2) Legal	Mary C Cates	5/5/2015
3) Finance CC		5/7/15
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

Revised 04/15/2011

RESOLUTION NO. 15-_____

BE IT RESOLVED by the City Council of the City of Huntsville that the Mayor of the City of Huntsville is hereby authorized, requested and directed to execute on behalf of the City of Huntsville, Alabama, a municipal cooperation of the state of Alabama, the attached Agreement between Johnson, Jones and McGehee, a Limited Liability Partnership, and the City of Huntsville, Alabama, said agreement being substantially in words and figures similar to that document identified as "Agreement between Johnson, Jones and McGehee, a ,Limited Liability Partnership, and the City of Huntsville for Indigent Defense Services in the Municipal Court," consisting of four (4) pages, and the date of May 14, 2015 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the office of the City Clerk-Treasurer of the City of Huntsville.

Adopted this 14th day of May, 2015.

_____
President of the City Council of
The City of Huntsville, Alabama

Adopted this 14th day of May, 2015.

_____
Mayor of the City of Huntsville,
Alabama

AGREEMENT BETWEEN
JOHNSON, JONES & MCGEHEE,
A LIMITED LIABILITY PARTNERSHIP,
AND THE CITY OF HUNTSVILLE FOR
INDIGENT DEFENSE SERVICES
IN THE MUNICIPAL COURT

STATE OF ALABAMA)
)
MADISON COUNTY)

THIS AGREEMENT, made and entered into this 14th day of May, 2015, by and between the City of Huntsville, a municipal corporation in the State of Alabama (hereinafter called "the City"), and Johnson, Jones and McGehee, a Limited Liability Partnership, organized pursuant to the laws of the State of Alabama (hereinafter called "Johnson, Jones and McGehee");

WITNESSETH:

FOR AND IN CONSIDERATION of the mutual covenants, promises and terms hereinafter stated, the City and Johnson, Jones and McGehee do hereby agree as follows:

SECTION ONE. Johnson, Jones and McGehee shall provide full, competent legal representation and services for indigent defendants charged with the violation of the municipal ordinances and laws before the Municipal Court of the City of Huntsville. A defendant's status as "indigent" shall be determined by the Judge in the said Court, in accordance with the criteria set forth in Code of Alabama (1975), Sections 15-12-5 and 15-12-20.

SECTION TWO. Johnson, Jones and McGehee shall provide an attorney to be present and prepared to provide competent indigent defense services in each division of Municipal Court of the City at and during each session of the Court, including arraignments and trial sessions, based upon the Court Schedule published by the Presiding Judge. Johnson, Jones and Mcgehee shall, no later than the 25th day of each month, provide to the Presiding Judge a schedule of the attorneys assigned to each Court Session for the following month.

SECTION THREE. Legal representation and service for indigent defendants as contemplated in Section One, above, shall not include representation of such defendants in any subsequent appeal proceedings before any Court.

_____

President of the City Council
Of the City of Huntsville, AL
Date: _____

SECTION FOUR. Johnson, Jones and McGehee shall provide the said attorneys, administrative, secretarial and clerical personnel, office space, furniture, fixtures, equipment, library facilities and such other incidental expenses as it determines necessary to effectuate the purpose of the Agreement. Johnson, Jones and McGehee, its attorneys and employees are independent contractors, and are not employees of the City.

Johnson, Jones and McGehee further agrees to maintaining adequate records and accounts of monies expended by its personnel in effectuating the provisions of the agreement and to provide such information to the City as may be required by its Director of Finance. Said records and accounts shall be open to inspection by the City, and any other public or governmental agency having an interest in the fiscal, administrative or operational affairs of the Municipal Court including but not limited to the Presiding Judge of the Circuit Court of Madison County, the Administrative Office of Courts or State Comptroller. Privileged matters covered by the attorney-client privilege shall not be divulged or open to inspection, except as otherwise authorized by law.

SECTION FIVE. Under the terms of this agreement, on or after the last day of each month during the period of this agreement, Johnson, Jones and McGehee shall submit to the Presiding Judge for approval, a request for payment from the Fair Trial Tax fund not to exceed the sum of Twenty-Nine Thousand Two Hundred and Sixteen Dollars ($29,216) per month, for services to be performed hereunder for the period of the agreement. Provided, in no event shall the City be required to pay more than the amount deposited in the Fair Trial Tax Fund for a particular month.

SECTION SIX. Johnson, Jones and McGehee shall submit to the Clerk of the Municipal Court a statement for service rendered, in a form approved by the Administrative Office of Courts, on or within five (5) days after the first of each calendar month. Such statement shall include services only for cases concluded during the calendar month covered by the statement. The Presiding Judge of the Municipal Court shall review the statement for accuracy and reasonableness, and upon the approval of the Presiding Judge the statement shall be forwarded to the Department of Finance for payment in the lesser amount of (1) the total amount of the approved statement or (2) the amount of the fair trial tax collected during the month covered by the statement. The City shall make every reasonable effort to assure payment of the approved statement by the tenth (10th) day of the month next succeeding the month covered by the statement.

SECTION SEVEN. The City shall furnish to Johnson, Jones and McGehee, prior to execution of this Agreement, written certification of the total amount of fair trail tax collected for each of the past five fiscal years. The City warrants that it is aware of no factors, which will substantially affect in a negative way the amount of Fair Trail Tax to be collected during the term of this agreement. The City makes no other warranty or representation to Johnson, Jones and McGehee as to the amount of fair trial tax to be collected by the city during the term of this Agreement.

SECTION EIGHT. The City shall have no obligation to Johnson, Jones and McGehee except as expressly provided in terms of this Agreement.

SECTION NINE. The terms of this Agreement shall be and becomes effective June 1, 2015 and shall terminate at midnight on May 31, 2017, unless extended by written Resolution of the City Council of the City of Huntsville, approved by the Mayor as provided by law. The foregoing notwithstanding, either party to this agreement may terminate said agreement for any reason by giving the other 60 days advance written notice, prior to each anniversary date.

SECTION TEN. Johnson, Jones and McGehee may subcontract services to any other licensed attorney or attorneys in the performance of its duties under this Agreement, provided that prior written approval has been granted by the Presiding Judge of the Municipal Court.

Johnson, Jones and McGehee shall immediately notify the Court upon knowledge of any conflict of interest arising pursuant to representation under this agreement. Upon the Court's granting of any motion to withdraw or other relief due to a conflict of interest, the Court shall appoint other counsel as authorized by law. Any attorney appointed because of a conflict of interest with Johnson, Jones and McGehee, shall be paid from the Fair Trial Tax Fund pursuant to Title 15, Chapter 12, Code of Alabama (1975). Upon approval of a reasonable amount by the appointing judge, the Presiding Judge shall order Johnson, Jones and McGehee to pay said attorney the sum approved from the monies paid under this Agreement.

SECTION ELEVEN. Johnson, Jones and McGehee shall, prior to the effective date of this Agreement, submit to the City Attorney for the City a certificate from an attorney whose opinion is acceptable to the City Attorney stating that Johnson, Jones and McGehee is a lawful entity and is lawfully authorized to enter into this Agreement.

SECTION TWELVE. Johnson, Jones and McGehee does hereby covenant and agree that in performing its obligations and

responsibilities under this Agreement it will not discriminate on the basis of color, sex, race, religion, disability, age, national origin or any other basis in violation of any Local, State or Federal Law or Regulation.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first hereinabove written.

THE CITY OF HUNTSVILLE, ALABAMA

By: _____
Tommy Battle, Mayor

ATTEST:

_____
Charles E. Haygood
City Clerk - Treasurer

JOHNSON, JONES AND MCGEHEE,
A Limited Liability Partnership

_____
Carolyn R. Johnson, Partner

_____
John H. Jones, Partner

_____
L. Caroline McGehee, Partner

APPROVED:

_____
Presiding Judge
23rd Judicial Circuit

Date: May 11, 2015