



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/28/2024

File ID: 2024-1325

Department: Municipal Court

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between Huntsville Public Defender's Office LLC, and the City of Huntsville for Indigent Defense Services in the Municipal Court.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: \$ N/A

Total Cost: \$ N/A

Special Circumstances:

Grant Funded: \$ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: N/A

RESOLUTION NO. 24-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, is hereby authorized to enter into an Agreement between the City of Huntsville and Huntsville Public Defender's Office, LLC, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Agreement between Huntsville Public Defender's Office LLC, and the City of Huntsville for Indigent Defense Services in the Municipal Cour," consisting of six (6) pages and the date of March 28, 2024, 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 of the City of Huntsville, Alabama.

ADOPTED this the 28th day of March, 2024.

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

APPROVED this the 28th day of March, 2024.

Mayor of the City of
Huntsville, Alabama

**AGREEMENT BETWEEN
HUNTSVILLE PUBLIC DEFENDER'S OFFICE, LLC
AND THE CITY OF HUNTSVILLE FOR
INDIGENT DEFENSE SERVICES
IN THE MUNICIPAL COURT**

STATE OF ALABAMA)
)
MADISON COUNTY)

AGREEMENT

THIS AGREEMENT is made and entered into on this the 28th day of March, 2024, by and between the City of Huntsville, a municipal corporation in the State of Alabama (hereinafter called "the City"), and Huntsville Public Defender's Office, LLC, limited liability company, organized pursuant to the laws of the State of Alabama (hereinafter called "HPDO")

WITNESSETH:

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

SECTION ONE. HPDO shall provide full, competent legal representation and services for indigent defendants charged with the violation of 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 15-12-1, 15-12-5 and 15-12-20.

SECTION TWO. HPDO shall provide an attorney (either a principal of HPDO, an attorney from the substitute list described in section 9 herein, or another attorney who has been approved by the Presiding Judge) 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 but not necessarily limited to all arraignments (bonded and custody), mental health court, diversion dockets, environmental court, and all trial sessions, based upon the Court Schedule published by the Presiding Judge. HPDO shall, not 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. A summary of the typical services to be provided are set forth in Attachment "A". A minimum of four (4) full time attorneys shall be provided by HPDO for in-court and out-of-court indigent representation.

SECTION THREE. Legal representation and services for indigent defendants as contemplated in Section One, above, shall not include representation of such defendants in any subsequent appeal proceedings before any Court. However, HPDO shall advise defendants of their right to appeal.

SECTION FOUR. HPDO shall provide, as required by the said attorneys, administrative, secretarial and clerical personnel, office facilities, furniture, fixtures, equipment, library facilities, malpractice insurance, fringe benefits and such other incidental expenses as it determines necessary to effectuate the purpose of the Agreement. HPDO, its attorneys and employees are professional independent contractors, and are not employees of the City.

HPDO further agrees to maintain 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 starting with the beginning of the term of this agreement through March 31, 2026, HPDO shall submit to the Presiding Judge for approval, a request for payment from the Fair Trial Tax Fund in the total amount of Forty-four thousand three hundred seventy five Dollars (\$44,375.00) per month, for services to be performed hereunder. If the City exercises its option to renew this agreement for an additional one-year term (the "first renewal term"), then, for the period beginning on April 1, 2026 through March 31, 2027, the request for payment submitted for services each month shall be increased to Forty-four thousand eight hundred and five dollars (\$44,805.00) per month for the duration of the first renewal term. If the City exercises its option to renew this agreement for an additional one-year term (the "second renewal term"), then, for the period beginning on April 1, 2027 through March 31, 2028, the request for payment submitted for services each month shall be increased to Forty-six thousand one hundred and forty-nine and 15/100 dollars (\$46,149.15) per month for the duration of the second renewal term.

SECTION SIX. HPDO shall submit to the Clerk of the Municipal Court a statement for services rendered detailing the actual services provided, 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 of the monthly amount set forth in SECTION FIVE. 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 have no obligation to HPDO except as expressly provided in the terms of this Agreement.

SECTION EIGHT. The terms of this Agreement shall be and become effective April 1, 2024 and shall terminate at midnight on March 31, 2026. The City may, pursuant to written Resolution of the City Council of the City of Huntsville, approved by the Mayor as provided by law, extend the term of this agreement for up to two (2) additional two (2) year terms. The foregoing notwithstanding, either party to this agreement may terminate said agreement for any reason by giving the other 60 days advance written notice.

SECTION NINE. Within thirty (30) days of the execution of this contract, the Presiding Judge shall provide HPDO a list of substitute attorneys. When HPDO requires the services of a substitute attorney in the performance of this contract, then HPDO shall engage the services of an attorney on the said list. When no attorney on the said list is available, HPDO may engage the services of an attorney not on the list upon obtaining the prior consent of the Presiding Judge. The Presiding Judge shall update the list on an annual basis.

SECTION TEN. HPDO 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.

SECTION ELEVEN. HPDO represents that Huntsville Public Defender's Office, LLC is a lawful entity organized in accordance with the laws of the State of Alabama and is authorized to enter into this Agreement. HPDO also represents that all legal professionals providing indigent defense services are lawfully licensed to practice law in the State of Alabama and are in good standing with the Alabama State Bar. The principal members of HPDO are John Brinkley, Susan Bryan, Brannon Ford, Carolyn Johnson, and Brian Beck. Any change in the principal membership of HPDO must be approved by the Presiding Judge.

SECTION TWELVE. HPDO 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:

Shaundrika Edwards
City Clerk

**HUNTSVILLE PUBLIC DEFENDER'S
OFFICE, LLC**

By: _____

Its: _____

APPROVED:

Presiding Judge
23rd Judicial Circuit

Date: _____

ATTACHMENT "A"

General duties and responsibilities of the City of Huntsville's Municipal Court Public Defenders:

1. Arraignments-Custody and Bonded:

After obtaining appropriate files from the Municipal Court Clerk, meet with individual arrestees/defendants each morning, Monday through Friday, both via video arraignment and in the courtroom, who have not yet been arraigned, in order to counsel and inform each indigent individual regarding his or her constitutional rights, court procedures, pleas, and options. Explain the pending charges against the indigent arrestee and, where possible, forecast possible outcomes if the plea is guilty, such as sentences, probation, diversion. Assist individuals with paperwork preparation as needed including but not necessarily limited to affidavits of indigency for court appointed counsel if the individual qualifies for such, or waivers of counsel if the arrestee indicates he or she will hire their own attorney. Consult with defendants regarding mental illness, contagious diseases, and any serious pending felony charges.

Meet with clients, file for discovery, interview relevant witnesses, collect and review evidence.

Explain to defendant the appeal process as necessary if adjudged guilty or if adjudged not guilty, explain the processes for record expungement and cash bond refunding where applicable.

Review and advise defendants regarding violation of probation petitions, temporary restraining orders and any pertinent applications, petitions, or forms.

2. Diversion Dockets:

Represent and consult with each indigent defendant regarding the possibilities of diversion, especially if it is the first offense and review the applicable diversion package.

3. Mental Health Dockets:

Ascertain whether a defendant suffers from a mental health illness which qualifies or may qualify for the mental health program.

Prepare the mental health package paperwork for indigent defendants as necessary.

Represent indigent defendants before the Mental Health Court as necessary.

4. Trial Dockets:

Represent indigent clients in all municipal courtrooms for all trial dockets scheduled by the Municipal Court judges as necessary with regards to misdemeanor charges and citations.

5. Environmental Dockets:

Representation of indigent defendants in Environmental Court as necessary.

6. Client Consultations:

Schedule appointments to consult and advise indigent clients on days and times outside of the courtroom and conducive to the client's schedule.

7. Other Duties and Responsibilities:

Represent indigents for violation of probation hearings, bond revocation Hearings. Advise indigent defendants on all appeal rights and procedures.

Consult as necessary with indigent defendant's family members.

Assist the judges as necessary in the investigation of indigency by advising arrestees regarding their rights and the municipal court processes and procedures as consistent with guidance from the Municipal Court Presiding Judge.

Perform other legal professional services for indigents as needed and assigned by the Municipal Court Presiding Judge.