

AN ORDINANCE TO AUTHORIZE AND DIRECT THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT WITH SUMMIT COUNTY PUBLIC DEFENDER COMMISSION WITH RESPECT TO REPRESENTATION OF INDIGENT PERSONS FOR THE YEARS 2002 AND 2003 AND DECLARING AN EMERGENCY

BE IT ORDAINED by the Council of the Village of Richfield, Summit County, Ohio

SECTION 1. The Mayor and Director of Finance are authorized and directed to enter into a contract for legal services with the Summit County Defender Commission for the Years 2002 and 2003.

SECTION 2. The form of contract, now on file in the Office of the Director of Public Service, is hereby approved.

SECTION 3. Council finds and determines the agreement is for personal services which do not require competitive bidding.

SECTION 4. The Director of Finance is authorized and directed to draw on the appropriate account of this Village for payment of such services.

SECTION 5. This Ordinance is determined to be an emergency measure necessary for the immediate preservation of the public peace, health, or safety for the reason to provide indigent services and provided this Ordinance receives the affirmative vote of two-thirds of the members elected or appointed, it shall take effect and be in force from and after its approval by the Mayor; otherwise, it shall take effect and be in force from and after the earliest date provided by law.

Passed December 4, 2001

ATTEST:

Carole Gibson

Clerk of Council

Michael Lyons
President of Council

Donald J. Larsen
Mayor

Dated

12/5/2001

AGREEMENT

This Agreement made at the VILLAGE OF RICHFIELD, Ohio on this _____ day of _____, 2001, by and between the VILLAGE OF RICHFIELD, Ohio, acting by and through its Director of Law duly authorized by Ordinance/Resolution No. _____, _____, passed by the Council of the VILLAGE OF RICHFIELD, Ohio on the _____ day of _____, _____, hereinafter referred to as the VILLAGE and the Summit County Public Defender's Commission, 1013 Key Building, Akron, Ohio hereinafter referred to as the DEFENDER.

WITNESSETH:

WHEREAS, the VILLAGE wishes to obtain the services of the DEFENDER to provide legal counsel to indigent persons charged with loss of liberty offenses in its municipal court; and

WHEREAS, the DEFENDER is willing to provide said services upon the terms and conditions and for the consideration hereinafter stipulated.

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 to persons charged with a violation of the Codified Ordinances of the VILLAGE OF RICHFIELD, Ohio, and who meet all 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.
- b. Such person has not waived the right to counsel in accordance with Rule 43 (C) of the Ohio Rules of Criminal Procedure.

c. The judge determines that a sentence of confinement may be imposed on such person should he be convicted.

Section 2. The VILLAGE shall pay to the DEFENDER a fee for the services provided in Section 1 of the Agreement of One Hundred Fifty Dollars (\$150.00) per case for all cases opened between January 1, 2002 through December 31, 2003.

Section 3. The DEFENDER shall send semi-annual statements to the VILLAGE certifying the number of cases completed during the preceding months.

Section 4. The Agreement shall expire on December 31, 2003.

Section 5. In the event the VILLAGE does not renew this Agreement, the VILLAGE agrees to pay the DEFENDER the amount of One Hundred-Fifty Dollars (\$150.00) per pending case upon the completion of said case.

Section 6. Should the DEFENDER be succeeded by a county defender organized in accordance with the Ohio Revised Code, the DEFENDER may assign its duties under this assignment and shall be made by either party without the prior written consent of the other; provided, however, that the DEFENDER is expressly authorized to provide the services described in Section 1 through the Legal Defender Office of Summit County, Ohio Inc.

Section 7. Should the DEFENDER or any other entity receive reimbursement for the services performed by the DEFENDER, the DEFENDER shall insure the VILLAGE receives its prorated share of such reimbursement through credit toward the VILLAGE's payment and/or payments, direct or indirect, to the VILLAGE.

Section 8. The DEFENDER shall defend and hold harmless the VILLAGE from any and all claims or liability resulting from the services performed by the DEFENDER under the contract.

Section 9. All amendments to this Agreement shall be in writing and signed by both parties.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

IN THE PRESENCE OF:

VILLAGE OF RICHFIELD

Witness

Financial Director

Witness

SUMMIT COUNTY PUBLIC
DEFENDER COMMISSION

Approved as to legal form
and correctness:

Date: _____

Director

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 VILLAGES's obligation under this contract as authorized by Ordinance/Resolution No. _____, _____.

Director of Finance