

RESOLUTION NO. 69-2011

Offered by All of Council

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE SUMMIT COUNTY PUBLIC DEFENDER'S COMMISSION FOR FISCAL YEAR 2012.

BE IT RESOLVED by the Council of the Village of Richfield, Summit County, State of Ohio:

SECTION 1. That the Mayor and the Finance Director be, and they hereby are, authorized and directed to enter into an agreement for legal services with the Summit County Defender's Commission for defense of indigent defendants, a copy of which Agreement is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. This Resolution No. 69-2011 shall take effect and be in force upon the approval of the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 12-6-2011 *Belbie Bestera*
President of Council

ATTEST:

Carolyn E. Sullivan *[Signature]*
Clerk of Council Mayor

I, Carolyn Sullivan, Clerk of Council of the Village of Richfield, Ohio, hereby certify that the foregoing is a true and correct copy of Resolution No. 69-2011 adopted by the Council on _____.

**TO: Village Council
Mayor Mike Lyons
Bill Hanna**

CC: Carolyn Sullivan

FROM: Sandy Turk, Finance Director

RE: Public Defender Agreement for November 15, 2011 Council Meeting

Date: November 9, 2011

ACTION BEING REQUESTED		TYPE OF REQUEST	
Approval		Agreement	

The Finance Department requests a first reading on the 2012 agreement with the Summit County Public Defender's Commission.

This is an annual agreement to obtain the services of the Public Defender to provide legal counsel to indigent persons charged with a violation of the Village's Codified Ordinances in Akron Municipal Court during 2012. The judge determines if the individual is indigent in accordance with the Ohio Revised Code and the Ohio Administrative Code.

The Village will be billed \$160.00 per case, the same rate as the 2011 fee. The State Public Defender will reimburse a prorated share of the payment back to the Village. The current reimbursement rate is approximately 35%. To-date, the Village had two indigent Codified Ordinance cases during 2011. In 2010, we didn't have any cases, in 2009 we had one case, and in 2007 there were two cases.

Let me know if you have any questions.

Attachment - Authorizing Resolution

H:/-sturk/Resolution/Briefing Memos/2012Publicdefenderagreement/Briefingmemo11-15-11.doc

EXHIBIT A
AGREEMENT

This Agreement made at the VILLAGE OF RICHFIELD , Ohio on this _____ day of _____, _____, by and between the VILLAGE OF RICHFIELD , Ohio, acting by and through its Mayor (or designee) 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, One Cascade Plaza Suite 1940, Akron, Ohio hereinafter referred to as the DEFENDER.

WITNESSETH:

WHEREAS, the VILLAGE has entered into an agreement to obtain the services of the DEFENDER to provide legal counsel to indigent persons charged with loss of liberty offenses in its municipal jurisdiction for 2012; and

WHEREAS, pursuant to Chapter 120 of the Ohio Revised Code and Administrative Code 120-1-09 it is necessary to enter into this Agreement in order for said County to obtain reimbursement pursuant to Chapter 120 and Administrative Rule 120-1-09 of the Ohio Administrative Code.

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.
- d. Defines "eligible person" as an individual who at the time this need is determined, to be indigent in accordance with Sections 120.05 and 120.15 of the Ohio Revised Code and Section 120-1-03 of the Ohio Administrative Code and other rules and standards established by the Ohio Public Defender and the Commission.

Section 2. The VILLAGE shall pay to the DEFENDER a fee for the services provided in Section 1 of the Agreement of One Hundred Sixty Dollars (\$160.00) per case for all cases opened between January 1, 2012 through December 31, 2012.

a. The parties hereto agree that said representation of such indigent person shall not exceed the fee schedule in effect and adopted by Summit County, Ohio (said fee schedule currently allows payment of up to \$750.00 per case as and for a trial.)

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, 2012.

Section 5. In the event the VILLAGE does not renew this Agreement, the VILLAGE agrees to pay the DEFENDER the amount of One Hundred-Sixty Dollars (\$160.00) 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 not 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.

Section 10. This contract shall be subject to the approval of the Ohio Public Defender Commission.

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

_____/_____
Mayor (or designee) Date

Witness

SUMMIT COUNTY PUBLIC
DEFENDER COMMISSION

Approved as to legal form
and correctness:

_____/_____
Philip Lloyd, Trustee Date
(or designee)

_____/_____
Law Director Date

OHIO PUBLIC DEFENDER
COMMISSIONER

_____/_____
Date

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. 69-2011, _____.

Director of Finance