

RESOLUTION NO. 92-2005

Offered by All of Council

A RESOLUTION AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT WITH THE CITY OF AKRON, OHIO, FOR THE FURNISHING OF PROSECUTORIAL SERVICES IN THE MUNICIPAL COURT OF AKRON AND DECLARING AN EMERGENCY

WHEREAS, from time to time, certain legal matters which concern the Village of Richfield are heard and determined in the Municipal Court of Akron, Ohio, and the services of a Prosecutor are required; and

WHEREAS, the services of the Office of the Prosecutor of the City of Akron are needed and would be in the best interests of the Village.

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

SECTION 1. That the Mayor and the Director of Finance be, and they hereby are, authorized and directed to enter into an Agreement with the City of Akron, Ohio, for certain prosecutorial services commencing January 1, 2005 through December 31, 2005.

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

SECTION 3. The Director of Finance is authorized to pay for such services by drawing on the appropriate account of this Village and paying the same to the City of Akron, Ohio.

SECTION 4. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is immediately necessary in order to avoid a termination of service; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 12/20/05

[Signature]
President of Council

ATTEST:
[Signature]
Clerk of Council

[Signature]
Mayor

Dated: 12/20/05

AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 2004, by and between Max Rothal, Director of Law for the City of Akron, Ohio, pursuant to Ordinance No. 46-1981, passed January 26, 1981, and the Village of Richfield, Ohio by _____, pursuant to Ordinance No. _____, passed _____, for the prosecution of certain cases before the Akron Municipal Court, Criminal Division, and for the representation of the Bureau of Motor Vehicles of certain cases in the Akron Municipal Court, Civil Division; now, therefore, the parties hereto agree as follows:

Max Rothal, Director of Law of the City of Akron, Ohio hereby agrees that he will undertake to prosecute, by and through personnel employed by the City of Akron Law Department, all cases coming before the Akron Municipal Court, Criminal Division, arising out of alleged violations of traffic and criminal ordinances of the Village of Richfield, Ohio, or traffic and criminal statutes of the State of Ohio, which occur within the limits of the Village of Richfield, Ohio.

Max Rothal, Director of Law of the City of Akron, Ohio, further agrees that he will direct his personnel who are to perform the services contemplated by this Agreement, to consult with and advise the officers of the Village of Richfield, Ohio, when necessary, concerning the enforcement of the criminal and traffic statutes of the State of Ohio and ordinances of the Village of Richfield, Ohio, within the limits of said Village of Richfield, Ohio.

Max Rothal, Director of Law of the City of Akron, Ohio, further agrees that he will, by and through the personnel assigned to duties in the City of Akron Law Department, consult with and advise all persons concerning violations of the criminal statutes of the State of Ohio, alleged to have occurred within the limits of the Village of Richfield, Ohio, and will assist such citizens, when necessary, in the preparation and filing of affidavits charging such offenses.

Max Rothal, Director of Law of the City of Akron, Ohio further agrees that he will undertake to represent the Bureau of Motor Vehicles, by and through personnel employed by the City of Akron Law Department, in all cases coming before the Akron Municipal Court, Civil Division, arising out of the appeal procedure of Ohio Revised Code Sections 4511.191 and 4507.40 and in which the legal representative of the Village of Richfield, Ohio would have a duty to represent the Bureau of Motor Vehicles.

The Village of Richfield, Ohio, in consideration of the above, agrees to pay to Max Rothal, Director of Law of the City of Akron, Ohio, or to any Assistant Director of Law designated by him of the City of Akron, the total sum of \$5,075.00 payable upon execution of the Agreement.

It is mutually understood and agreed that the responsibility of Max Rothal, Director of Law of the City of Akron, Ohio, under this agreement shall be limited to those functions set out above, and specifically that he and his Prosecutor or Civil Litigation personnel, by which he chooses to perform this Agreement, shall not be required to engage in any investigations other than those normally performed by the City of Akron Law Department in regard to and incidental to the prosecution thereby of routine cases arising in the City of Akron, the taking of depositions, the prosecution of appeals from judgments of the Akron Municipal Court, or the preparation or consideration of legislation. Expenses of litigation shall be borne by the Village of Richfield, Ohio.

This Agreement may be terminated by either party hereto at any time before the expiration thereof by giving thirty (30) days written notice to the other party of its intention to terminate.

The Village of Richfield, Ohio, agrees to hold harmless and defend the City of Akron, Ohio, Max Rothal, and any and all employees of the City of Akron Law Department from all liability on account of any acts or omissions arising out of this Agreement.

