

RESOLUTION NO. 38 -2010

Offered by All of Council

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE CITY OF AKRON FOR PROSECUTORIAL SERVICES

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 with the City of Akron for prosecutorial services during the year 2009, a copy of which Agreement is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 9/7/2010

*John Costello*  
President of Council

*Michael J. Depina*  
Mayor

Dated: 9/7/10

ATTEST:

*Cawley E. Sullivan*  
Clerk of Council



Donald L. Plusquellic  
Mayor

July 23, 2010

DEPARTMENT OF LAW 9:35 a.m.

202 Ocasek Government  
Office Building  
161 South High Street  
Akron, Ohio 44308-1655  
(330) 375-2030  
FAX (330) 375-2041

CHERI B. CUNNINGHAM  
Director of Law

**CIVIL DIVISION**

Patricia Ambrose Rubright  
Deborah M. Forfia  
David A. Muntean  
J. Christopher Reece  
Stephanie H. York  
Janet M. Clotola  
John R. York  
Tammy L. Kaitall  
Michael J. Defilbaugh  
Sean W. Vollman  
Stephen A. Fallis  
Shelley A. Goodrich  
**Assistant Directors of Law**

**CRIMINAL DIVISION**

Harold K. Stubbs  
Justice Center  
217 South High Street  
Suite 203  
Akron, Ohio 44308-1639  
(330) 375-2730  
FAX (330) 375-2281

Douglas J. Powley  
**Chief City Prosecutor**

Elisa B. Hill  
Craig J. Hanus  
**Police Legal Advisors**

Jeremy A. Vellelette  
Gertrude E. Wilms  
Cara C. Kennerly-Ford  
Mary A. Lohr  
Tamara J. Todd  
Stephanie M. Yuhas  
**Assistant Directors of Law**

Ms. Stephanie Landry  
Assistant to the Mayor  
Village of Richfield  
4410 Streetsboro Road  
P.O. Box 387  
Richfield, Ohio 44286

Re: Contract for 2009 Prosecution Services

Dear Ms. Landry:

Please find enclosed three originals of the above-referenced contract. As you are aware, the City of Akron, Criminal Division, provides prosecution services in the Akron Municipal Court for your community.

The cost for prosecution services in 2008 was \$5,075.00. The costs for 2009 will remain the same.

Please return three signed originals to me and I will have the originals signed by the City of Akron Law Director. I will return one fully executed original to you.

In the meantime, please contact me if you have any questions.

Sincerely,

David A. Muntean  
Assistant Director of Law

Enclosures

**AGREEMENT**

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between Cheri B. Cunningham, Director of Law for the City of Akron, Ohio, 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:

Cheri B. Cunningham, Director of Law of the City of Akron, Ohio hereby agrees that she 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.

Cheri B. Cunningham, Director of Law of the City of Akron, Ohio, further agrees that she will direct her 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.

Cheri B. Cunningham Director of Law of the City of Akron, Ohio, further agrees that she 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.

Cheri B. Cunningham, Director of Law of the City of Akron, Ohio further agrees that she 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 Cheri B. Cunningham, 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 Cheri B. Cunningham, Director of Law of the City of Akron, Ohio, under this agreement shall be limited to those functions set out above, and specifically that she and her Prosecutor or Civil Litigation personnel, by which she 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, Cheri B. Cunningham, 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.

The parties hereto further agree that this Agreement shall be in full force and effect from January 1, 2009 to December 31, 2009, unless terminated earlier, as provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, this \_\_\_\_ day of \_\_\_\_\_, 2010.

CITY OF AKRON, OHIO  
DEPARTMENT OF LAW

VILLAGE OF RICHFIELD, OHIO

\_\_\_\_\_  
Cheri B. Cunningham  
Director of Law

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
FINANCE DIRECTOR

Approved as to form and correctness:

\_\_\_\_\_  
Cheri B. Cunningham  
Director of Law

Approved as to form and correctness:

\_\_\_\_\_  
Director of Law  
Village of Richfield