

RESOLUTION NO. 86 -2006

Offered by All of Council

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE SUMMIT COUNTY PUBLIC DEFENDERS COMMISSION FOR DEFENSE OF INDIGENT DEFENDANTS IN THE AKRON MUNICIPAL COURT DURING THE YEAR 2007.

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 Summit County Public Defenders Commission for defense of indigent persons in the Akron Municipal Court during the year 2007, 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: 12/19/06

[Signature]
President of Council

[Signature]
Mayor

Dated: 12/20/06

ATTEST:
[Signature]
Clerk of Council

AGREEMENT

This Agreement made at the CITY OF RICHFIELD, Ohio on this ____ day of _____, 2006, by and between the CITY OF RICHFIELD, Ohio, acting by and through its Mayor as, authorized by Ordinance/Resolution No. 86-2006, _____, passed by the Council of the CITY OF RICHFIELD, Ohio on the ____ day of _____, _____, hereinafter referred to as the CITY and the Summit County Public Defender's Commission, One Cascade Plaza Suite 1940, Akron, Ohio hereinafter referred to as the DEFENDER.

WITNESSETH:

WHEREAS, the CITY 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 CITY 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 CITY 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, 2007 through December 31, 2007.

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

Section 4. The Agreement shall expire on December 31, 2007.

Section 5. In the event the CITY does not renew this Agreement, the CITY 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 CITY receives its prorated share of such reimbursement through credit toward the CITY's payment and/or payments, direct or indirect, to the CITY.

Section 8. The DEFENDER shall defend and hold harmless the CITY 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:

CITY OF RICHFIELD

Witness

Mayor

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 CITY'S obligation under this contract as authorized by Ordinance/Resolution No. _____, _____.

Director of Finance