

RESOLUTION NO. 123-2021

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 2022**

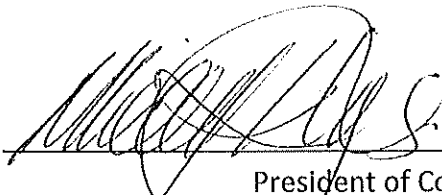
BE IT RESOLVED by the Council of the Village of Richfield, Summit County, State of Ohio:

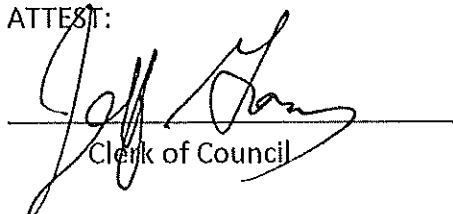
SECTION 1. That the Mayor and the Finance Director be, and they hereby are, authorized and directed to enter into an agreement for legal services with the Summit County Defender’s Commission for defense of indigent defendants, a copy of which Agreement is attached here to as Exhibit “A” and incorporated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

SECTION 2. It was found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions, were in meetings open to the public, in compliance with legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution 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: 12-15-21

  
\_\_\_\_\_  
President of Council

ATTEST:  
  
\_\_\_\_\_  
Clerk of Council


  
\_\_\_\_\_  
Mayor

EXHIBIT A  
**AGREEMENT**

This Agreement made at the VILLAGE OF RICHFIELD, Ohio on this 15<sup>th</sup> day of December, 2021, by and between the VILLAGE OF RICHFIELD, Ohio, acting by and through its Mayor (or designee) duly authorized by Ordinance/Resolution No. 123, 2021, passed by the Council of the VILLAGE OF RICHFIELD, Ohio on the 15<sup>th</sup> day of December, 2021, 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 2022; 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, through the Legal Defenders Office of Summit County, Ohio, Inc. ("LDO"), shall provide counsel in the Stow Municipal Court to persons charged with a violation of the Codified

Ordinances of the VILLAGE OF RICHFIELD, Ohio for which a sentence of confinement may be imposed on such person should they be convicted, and who meet either of 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; or
- b. The Defender or LDO determines that the individual is 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.

Section 2. The VILLAGE shall pay to the DEFENDER a fee for the services provided in Section 1 of the Agreement of One Hundred Seventy Dollars (\$170.00) per case for all cases opened between January 1, 2022 through December 31, 2022.

Section 3. The Defender or LDO, on behalf of its attorneys and each attorney employed by the Defender or LDO individually, reserves the right to decline to advise or represent any particular person, consistent with the Ohio Rules of Professional Conduct. The Company or LDO further reserves the right to withdraw from representation: (1) for a conflict of interest consistent with the Ohio Rules of Professional Conduct; (2) due to a finding of the client's financial ineligibility for the legal services; or (3) due to an excessive workload as determined by Section 120-1-07 of the Ohio Administrative Code. However, in the event Company desires to withdraw due to financial ineligibility or excessive workload, the Company or attorney shall continue representation previously commenced at the trial court level through all trial court proceedings, including capias and probation violation proceedings, and shall

continue previously taken appeals until the appeals process is terminated by a final action on the merits by the appellate court or until alternate counsel is obtained.

Section 4. The DEFENDER shall send quarterly statements to the VILLAGE certifying the number of cases completed during the preceding months.

Section 5. The Agreement shall expire on December 31, 2022.

Section 6. In the event the VILLAGE does not renew this Agreement, the VILLAGE agrees to pay the DEFENDER the amount of One Hundred-Seventy Dollars (\$170.00) per pending case upon the completion of said case.

Section 7. 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 8. 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 9. 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 10. All amendments to this Agreement shall be in writing and signed by both parties.

Section 11. This contract shall be subject to the approval of the Ohio Public Defender Commission. In addition to indigency determination, all rules, standards and guidelines issued by the Office of the Ohio Public Defender and Ohio Public Defender Commission shall be followed.

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 for Mayor/Designee

\_\_\_\_\_/\_\_\_\_\_  
Mayor (or designee) / Date

\_\_\_\_\_  
Witness for Commission

SUMMIT COUNTY PUBLIC  
DEFENDER COMMISSION

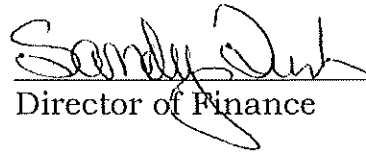
Approved as to legal form  
and correctness:

\_\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_/\_\_\_\_\_  
Law Director / Date

**CERTIFICATE OF DIRECTOR OF FINANCE**

I hereby certify that certificates will be furnished on payment orders issued by the Village of Richfield 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. 123, 2021.

  
\_\_\_\_\_  
Director of Finance