

ORDINANCE 45-1990

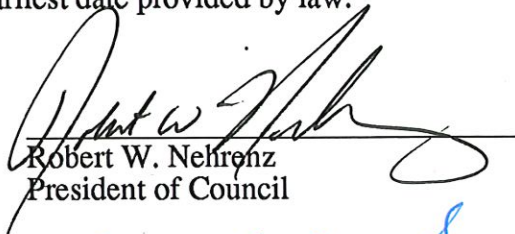
Offered by Mayor Waszak

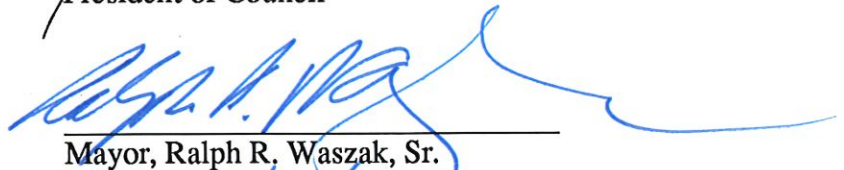
AN ORDINANCE TO AUTHORIZE AND DIRECT THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT WITH SUMMIT COUNTY PUBLIC DEFENDER COMMISSION WITH RESPECT TO REPRESENTATION OF INDIGENT PERSONS FOR THE YEAR 1990 AND DECLARING AN EMERGENCY.

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

- SECTION 1:** The Mayor and Director of Finance are authorized and directed to enter into a contract for legal services with the Summit County Defender Commission for the year 1990.
- SECTION 2:** The form of the contract, now on file in the office of the Director of Public Service, is hereby approved.
- SECTION 3:** Council finds and determines the agreement is for personal services which do not require competitive bidding.
- SECTION 4:** The Director of Finance is authorized and directed to draw on the appropriate account of this Village for payment of such services.
- SECTION 5:** This Ordinance is determined to be an emergency measure necessary for the immediate preservation of the public peace, health, or safety for the reason to provide indigent services and provided this Ordinance receives the affirmative vote of two-thirds of the members elected or appointed, it shall take effect and be in force from and after its approval by the Mayor; otherwise it shall take effect and be in force from and after the earliest date provided by law.


Passed: 6/5/90


Robert W. Nehrenz
President of Council


Mayor, Ralph R. Waszak, Sr.

ATTEST:

Dated: 6/5/90


Clerk of Council
May N. (Peggy) Malone

AGREEMENT

This agreement made at Richfield, Ohio on this _____ day of _____, 1990, by and between the Village of Richfield, Ohio, acting by and through its Director of Law duly authorized by Ordinance No. _____, 19__, passed by the Council of the Village of Richfield, Ohio on the _____ day of _____, 1990, hereinafter referred to as the VILLAGE and the Summit County Public Defender's Commission, 1013 Society Building, Akron, Ohio hereinafter referred to as the DEFENDER.

WITNESSETH:

WHEREAS, the VILLAGE 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 Village of Richfield, Ohio, only, and who meet all the following specifications:

- a. The judge has determined in accordance with Subsection D of Rule 43 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 VILLAGE shall pay to the DEFENDER a fee for the services provided in Section 1 of this Agreement of One Hundred Twenty five (\$125.00) per case for all cases handled after January 1, 1990 through June 30, 1990.

Commencing July 1, 1990 the VILLAGE shall pay to the DEFENDER a fee for the services provided in Section 1 of this Agreement of One Hundred Forty Dollars (\$140.00) per case for all cases handled after July 1, 1990 until December 31, 1990.

Section 3. The DEFENDER shall send monthly statements to the VILLAGE certifying the number of cases completed during the preceding month.

Section 4. The Agreement shall expired on December 31, 1990.

Section 5. In the event the VILLAGE does not renew this Agreement, the Village agrees to pay the DEFENDER the amount of One Hundred Forty Dollars (\$140.00) 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

contract to such statutory public defender. No other assignment 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 Akron Bar Association - Legal Defender Office.

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.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

IN THE PRESENCE OF:

Village of Richfield

Law Director

Approved as to legal form
and correctness:

SUMMIT COUNTY PUBLIC
DEFENDER COMMISSION

Director

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 or in the process of collection to the credit of the appropriate fund or division to discharge the Village's obligation under this contract as authorized by Ordinance No. _____, 19____.

Director of Finance

LEGAL DEFENDER OFFICE

1013 SOCIETY BUILDING
159 SOUTH MAIN STREET
AKRON, OHIO 44308

DIRECTOR
JOSEPH S. KODISH

TELEPHONE
(216) 434-3461

DEPUTY DIRECTOR
R. DOUGLAS PAIGE

STAFF ATTORNEYS
PATTI M. SCHACHTER
JAMES M. GATSKIE
RITA J. MARKS
BELINDA J. HINTON

May 7, 1990

6/5/90 *ajm*

Ms. Libby Peters
Finance Director
Village of Richfield
4410 W. Streetsboro
Richfield OH 44286

RE: Contract Services
Indigent Defense-Legal Defender Office

Dear Ms. Peters:

Enclosed please find a proposed Agreement for contract services with the Akron Bar Association - Legal Defender Office, relative to Indigent Defense. Please note that there has been a slight increase in the amount of \$15.00 per case bringing the total per case cost to the sum of \$140.00. This increase will not take effect until July 1, 1990. All cases opened in this office before July 1, 1990 will be billed at \$125.00 per case as usual. You will recall that 50% of this amount is reimbursable by the Ohio Public Defender.

This increase was made necessary due to inflation and rising costs incurred over the past several years. The sum of \$125.00 was the initial fee billed your city. This cost has not changed since 1974.

If I can be of any further service to you concerning this matter, or you are in need of any further explanation, please do not hesitate to contact me. Many thanks for your attention and cooperation in this matter.

Yours truly,

Joseph S. Kodish
JOSEPH S. KODISH
Director

JSK/ke

Enclosure