

A RESOLUTION TO AUTHORIZE AND DIRECT THE MAYOR AND 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 interest of the Village;

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

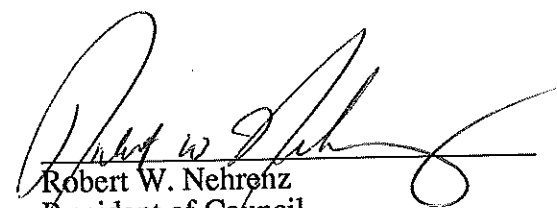
SECTION 1: The Mayor and Director of Finance are authorized and directed to enter into an Agreement with the City of Akron, Ohio for the provision by the City of Akron, Ohio, of certain Prosecutorial services, commencing July 1, 1990.

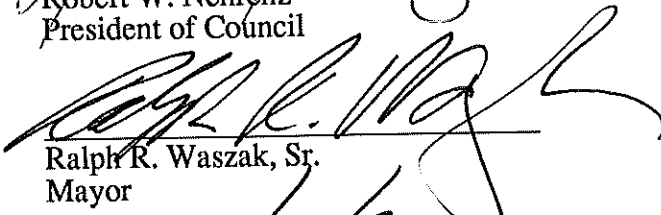
SECTION 2: The form of the Agreement, now on file in the office of the Director of Public Service, is hereby approved.

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 determined to be an emergency measure necessary for the immediate preservation of the public peace, health, or safety for the reason to avoid a termination of service and provided this Resolution 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: 8/7/90


Robert W. Nehrenz
President of Council


Ralph R. Waszak, Sr.
Mayor

Dated: 8/7/90

ATTEST:

May N. (Peggy) Malone
Clerk of Council

AGREEMENT

THIS AGREEMENT, entered into this 13th day of August, 1990, 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 the Mayor & Directors of Richfield, pursuant to Resolution 68-1990 adopted 8/7/90, 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, Police Department, and all other appropriate officials 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 procedures 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 Three Thousand Two Hundred Twenty-Two Dollars and Ninety-Six Cents (\$3,222.96), payable upon the 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 incident 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.

The parties hereto further agree that this Agreement shall be in full force and effect from the date first written above through June 30, 1991, unless terminated earlier, as provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, this _____ day of _____, 1990.

CITY OF AKRON
DEPARTMENT OF LAW

Max Rothal
Director of Law

VILLAGE OF RICHFIELD, OHIO

Jerry Peters

Approved as to form and
correctness:

Max Rothal
Director of Law

Date

Approved as to form and
correctness:



Director of Law
Village of Richfield

8/13/90

Date

'90 JUL 16 P2:58

DEPARTMENT OF LAW
PROSECUTOR'S OFFICE
CITY OF AKRON

July 13, 1990

Dear Doug:

Below are the statistics you requested. "Filings" include all cases filed (waiver & non-waiver) during the 1989 calendar year. "Non-Waiver Terminations" include all cases terminated by means other than by waiver in the calendar year 1989 (including cases filed prior to 1989 but terminated in 1989).

| 1989 | AKRON/OTHERS | FAIRLAWN | LAKEMORE | RICHFIELD | MOGADORE | TOTAL |
|------------------------------------|--------------|----------|----------|-----------|----------|--------|
| FILINGS: | | | | | | |
| Traffic | 35,595 | 212 | 355 | 190 | 25 | 36,377 |
| Criminal | 9,698 | 96 | 50 | 46 | 10 | 9,900 |
| TOTAL | 45,293 | 308 | 405 | 236 | 35 | 46,277 |
| NON-WAIVER TERMINATIONS | | | | | | |
| Traffic | 18,705 | 146 | 178 | 91 | 29 | 19,149 |
| Criminal | 9,308 | 96 | 49 | 37 | 6 | 9,496 |
| TOTAL | 28,013 | 242 | 227 | 128 | 35 | 28,645 |

Please feel free to contact me if you have any questions or if further clarification is needed.

Bill Quartel
Clerk's Office
375-2920