

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 1989 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 1989.

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:

4/4/89

David W. Howard
President of Council

Raymond Waszak
Mayor

Dated: 4/4/89

Attest:

Mary L Hegley
Clerk of Council

AGREEMENT

This Agreement made at RICHFIELD , Ohio,
on this _____ day of _____, 19____, 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 _____,
19____, hereinafter referred to as the CITY/VILLAGE and the
Summit County Public Defender's Commission, 1013 Society
Building, Akron, Ohio, hereinafter referred to as the
DEFENDER.

WITNESSETH:

WHEREAS, the CITY/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 here-
inafter 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 CITY/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, 19____ until December 31, 19____.

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

Section 4. This Agreement shall expire on December 31, 19____.

Section 5. At the completion of this Agreement the CITY/VILLAGE shall add the number of completed cases to the number of cases currently pending which the DEFENDER agrees to complete which sum shall not exceed and shall multiply such sum by One Hundred Twenty Five Dollars (\$125.00) The resultant amount shall be the compensation due to the DEFENDER under the terms of this contract.

Should such sum exceed the total of all previous payments, the CITY/VILLAGE shall pay to the DEFENDER the difference between such total contract sum and all previous payments.

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 that the CITY/VILLAGE receives its prorated share of such reimbursement through credit toward the CITY/VILLAGE's payment and/or payments, direct or indirect, to the CITY/VILLAGE.

Section 8. The DEFENDER shall defend and hold harmless the CITY/VILLAGE from any and all claims or liability resulting from the services performed by the DEFENDER under this 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:

XXXX/VILLAGE OF RICHFIELD

BY _____

Law Director

Approved as to legal form and correctness:

SUMMIT COUNTY PUBLIC DEFENDER COMMISSION

By _____

Date: _____

Director