

**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 YEARS 1998 AND
1999 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 Years 1998 and 1999.
- 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: December 2, 1997

ATTEST:

Carole Gibson
Carole Gibson
Clerk of Council

Robert Hooper
President of Council

Donald W. Larsen
Mayor

Dated: 12/4/97

AGREEMENT

This agreement made at the VILLAGE OF RICHFIELD, Ohio on this 5th day of January, 1998, by and between the VILLAGE OF RICHFIELD, Ohio, acting by and through its Director of Law duly authorized by Ordinance No. 68-, 1997, passed by the Council of the VILLAGE OF RICHFIELD, Ohio on the 2nd day of December, 1997, hereinafter referred to as the VILLAGE and the Summit County Public Defender's Commission, 1013 Key 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, 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 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 opened between January 1, 1998 through December 31, 1999.

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

Section 4. The Agreement shall expire on December 31, 1999.

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 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:

Joyce A. Remees
John M. Murphy

Approved as to legal form and correctness:

[Signature]
Director

VILLAGE OF RICHFIELD

[Signature]
Mayor

[Signature]

SUMMIT COUNTY PUBLIC DEFENDER COMMISSION Director of Finance

[Signature]
Date: 1/23/98

CERTIFICATE OF DIRECTOR OF FINANCE

I hereby certify that certificates will be furnished on payment orders issued by the Legal Defender Office 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. 68-, 1997.

[Signature]
Director of Finance

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Passed: December 2, 1997

ATTEST:

Robert Jensen
President of Council

Carole Gibson
Carole Gibson
Clerk of Council

Donald W. Larsen
Mayor

I, *C. Gibson* Clerk of Council of the Village of Richfield, Ohio, hereby certify that the foregoing is a true and correct copy of Ordinance No. 68-1997 adopted by the Council on December 2, 1997
Carole Gibson
12/9/97

Dated: 12/4/97