

AGREEMENT

This Agreement is entered into this 1st day of February, 2008, by and between the City of North Royalton (hereinafter "the City"), being a municipal corporation in and political subdivision of the State of Ohio ("State") and duly organized and validly existing under the Constitution and Laws of the State and Loretta A. Coyne, an attorney at law licensed in the State of Ohio and in good standing with the State Bar Association (hereinafter "City Public Defender").

WHEREAS, the City of North Royalton determined that it is in the best interest of the City that the position of City Public Defender be created and that said position shall be an appointive one and it is the desire of Council, to have a contractual relationship with the City Public Defender; and

WHEREAS, the Mayor has appointed Loretta A. Coyne as City Public Defender.

IT IS THEREFORE MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

That, Loretta A. Coyne, shall serve as City Public Defender for the term of office of Mayor Robert A. Stefanik that commenced on November 26, 2007. This agreement shall expire at the end of the Mayor's term of office when a successor has been appointed and commences performance or earlier upon termination as specified below.

The City Public Defender shall defend all persons who are charged by the City of North Royalton with a misdemeanor or felony offense in either the Mayor's Court or Parma Municipal Court and who qualify for appointment of indigent counsel providing that the City Public Defender, himself, does not have a conflict of interest in such representation. The City Public Defender shall provide representation in Mayor's Court and Parma Municipal Court only. Said representation shall cease when and if said defendant is bound over to the grand jury or to the Common Pleas Court, when the case is dismissed or there is an adjudication of guilt or non-guilt. Said representation shall not be compensated beyond handling such matters in the trial court level. Said representation does not extend to appeals to the Court of Appeals or other superior court above the Mayor's Court or Municipal Court.

For services outlined above, the City Public Defender shall receive a retaining fee *in an amount as provided by Ordinance of Council* of ~~\$17,000 per annum (calendar year)~~ and shall have the option of receiving healthcare benefits to include medical, dental and eye care, the premiums which shall be fully paid for by the City. The retaining fees shall be paid on a monthly basis commencing upon the effective date of this agreement and the amounts shall be subject to the contribution by the City Public Defender to OPERS.

The City Public Defender may terminate this agreement upon service to the Law Director and Mayor a written notice of termination not less than sixty (60) days prior to the effective date of termination.

The City may terminate this agreement, without cause, upon serving written notice to the City Public Defender at his office or home address not less than sixty (60) days prior to the effective date of said termination and by obtaining official concurrence of two-thirds (2/3) of the Members of City Council and approval of the Mayor.

This agreement shall be construed and governed by Ohio law. There shall be no assignment of this agreement, the services to be provided being deemed personal.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the aforementioned date in the City of North Royalton, County of Cuyahoga, Ohio.

For the City of North Royalton:

Mayor Robert A. Stefanik

Loretta A. Coyne
Attorney at Law

Laura J. Haller
Director of Legislative Services

Amended by Ordinance 08-181