

**Agreement for  
Common Pleas Court  
between  
County of Summit, Ohio  
and  
Richard D. Reinbold, Esq.**

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This Agreement, effective as of May 22, 2023, is by and between the County of Summit, Ohio by its duly authorized County Executive, Ilene Shapiro (“COUNTY”) with its principal place of business located at 175 South Main Street, Akron, Ohio 44308 and Richard D. Reinbold (Contractor), an individual with his principal place of business located at 4633 Kingsrow Ave. NW, Canton, OH 44709.

WHEREAS, the COUNTY and Common Pleas Court seek to establish an Office of Backlog Reduction in the Court of Common Pleas focused on reducing the backlog of criminal cases pending before the Court; and

WHEREAS, the Ohio Department of Criminal Justice Services has provided an ARPA grant funds for that purpose; and

WHEREAS, by Directive No. \_\_\_\_\_, the County of Summit Board of Control authorized the County Executive to execute a contract with Contractor to assist the Common Pleas Court in establishing an Office of Backlog Reduction by providing services as outlined in Attachment A, for the period May 22, 2023 to December 31, 2024, in the amount not to exceed \$169,840 which is funded exclusively through funds provided to the Court by the Ohio Department of Criminal Justice Services in Grant #2022-AR-CCB-1147;

NOW, THEREFORE, the parties, for good and valuable consideration set forth herein, agree as follows:

1. CONTRACTOR serve as the Interim Director of the Office of Backlog Reduction during the period of May 22, 2023 and December 31, 2024. The services to be provided CONTRACTOR are outlined in Attachment A and incorporated into the Agreement as if fully rewritten.
2. The Court will compensate CONTRACTOR for the services provided at the total fee of \$55 per hour. Contractor is at all times considered to be an independent

contractor, and not an employee of the Court of Common Pleas, or County of Summit, and and is not eligible for any benefits or compensation as a County employee.

3. COUNTY shall pay to CONTRACTOR for services provided within thirty days of receipt of an invoice for completed services in an amount not to exceed \$169,840 for the period May 22, 2023 to December 31, 2024. Invoices for services provided shall be at least once per month, but no more frequently than bi-weekly, upon completion of services for that period. Invoices shall be sent via email Lisa Kayes, Fiscal Specialist: lkayes@cpcourt.summitoh.net.
4. CONTRACTOR shall keep adequate records as necessary to meet the reporting requirements of all regulatory state agencies, file all required reports and provide information as needed by the State of Ohio, COUNTY, or the Courts. Financial records shall be kept in a manner sufficient for the purposes of a financial audit conducted according to Financial Accounting Standards Board ("FASB") principles for non-profit organizations, for a period of three (3) years following the expiration of the Agreement. Financial records shall be kept for receipts, expenditures and disbursements for each funding source sufficient for a clear audit trail by source of funds according to FASB principles and in a manner approved by the Director of the Department of Finance and Budget of COUNTY, and shall be available for review by the COUNTY at all reasonable times. Any additional financial audit deemed necessary or desirable by the COUNTY under this Agreement shall be conducted at the expense of the COUNTY to determine whether contract funds were expended for eligible clients and whether records of such expenditures were maintained in accordance with this Agreement.
5. CONTRACTOR shall, if requested, provide all-risk casualty and public liability insurance in the amounts to the satisfactory to the COUNTY and shall name the County of Summit as an additional insured as its interests may appear.
6. CONTRACTOR represents and warrants he has all necessary licenses required to perform the services under this Agreement.
7. CONTRACTOR hereby agrees to release COUNTY from, and indemnify COUNTY for, any loss, cost, damage, expense or liability (including attorney's fees) arising with regard to CONTRACTOR'S performance under this AGREEMENT and caused, in whole or in part, by CONTRACTOR'S acts or omissions, negligent or otherwise, except to the extent of such loss, cost damage, expense or liability arises from the acts or omissions, negligent or otherwise, of COUNTY.

8. This Agreement will be effective beginning May 22, 2023 and will terminate on December 31, 2024, and may be extended upon by the mutual written consent of the parties subject to approval of any needed grant extension by the funding agency.
9. The COUNTY may terminate this agreement upon failure of performance of CONTRACTOR or upon termination of the grant moneys by the Ohio Office of Criminal Justice Services. Termination shall be effected by providing notice in writing. Notice may be sent electronically.
10. Either party may terminate this Agreement without cause by providing fourteen (14) days written notice to the other party.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized representatives, as of the date above.

CONTRACTOR

COUNTY OF SUMMIT, OHIO

By: \_\_\_\_\_  
Richard D. Reinbold

By: \_\_\_\_\_  
Ilene Shapiro, Executive

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Deborah S. Matz, Director  
Department of Law, Insurance and  
Risk Management

Date: \_\_\_\_\_

## Attachment A

CONTRACTOR serve as the Interim Director of the Court's Office of Backlog Reduction, and shall provide the following services at the all-inclusive rate of \$55 per hour:

- 1) Assist the Court in establishing the Office of Backlog Reduction (OBR);
- 2) Supervise and direct support staff in the OBR;
- 3) With the assistance of court-provided support staff, develop policies and procedures for operation of the OBR, subject to approval by a majority of judges of the Court;
- 4) Confer with judges, or staff designees no less than monthly to identify cases suitable for assignment to the Office;
- 5) Develop backlog reduction strategies to be used by the OBR;
- 6) Analyze assigned cases to determine best resolution strategies;
- 7) Schedule cases for in-person or remote resolution meetings;
- 8) Serve as magistrate, mediator, or other role best suited to resolve on each designated case;
- 9) Conduct pretrials, trials and any other appropriate method to resolve designated cases;
- 10) Write any necessary orders to effectuate timely closure of assigned cases;
- 11) Track results of efforts to resolve assigned cases and provide reports to each judge no less than once per month on the status of their assigned cases;
- 12) Provide monthly reports to Court administration and grant administration staff of all cases assigned, current status and resolution results;
- 13) Review and evaluate the effect of results of the OBR caseload on the court's criminal caseload and criminal case backlog.
- 14) CONTRACTOR may determine the working hours of the OBR and will be provided office and courtroom space in the Courthouse facility. CONTRACTOR may work in the provided space, or may work remotely as deemed appropriate by CONTRACTOR.
- 15) CONTRACTOR shall service cases no less than 20 hours per week absent good cause shown.