

A RESOLUTION AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE CITY OF BRECKSVILLE FOR THE HOUSING OF PRISONERS AND DECLARING AN EMERGENCY

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

SECTION 1: That the Mayor and Finance Director be, and they hereby are, authorized and directed to enter into an agreement with the City of Brecksville for the housing of prisoners, a copy of which agreement is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

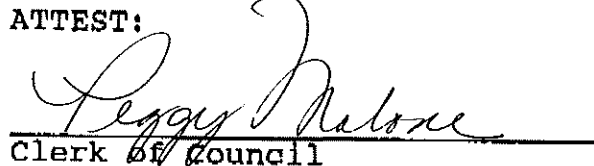
SECTION 2: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is immediately necessary for the continued operation of the Police Department; wherefore, provided this Resolution 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 passage and execution by the mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed 1-15-91


President of Council


Mayor

Dated 1/15/91

ATTEST:

Clerk of Council

AGREEMENT

THIS AGREEMENT entered into this 18th day of January, 1991, by and between the CITY OF BRECKSVILLE ("Brecksville") and the VILLAGE OF RICHFIELD ("Richfield").

WHEREAS, the City of Brecksville owns and operates a city jail; and

WHEREAS, from time to time, the Village of Richfield is in need of jail space for housing of its prisoners; and

WHEREAS, under the terms and conditions contained herein, Brecksville is willing and able to house Richfield prisoners.

NOW, THEREFORE, IT IS HEREBY AGREED by and between Brecksville and Richfield:

SECTION 1. Subject to the control of the Chief of Police of the City of Brecksville, or his designated representative, Brecksville will, from time to time, accept and house prisoners of the Village of Richfield.

SECTION 2. Richfield agrees to provide transportation for the prisoners to and from the Brecksville Jail and to follow all rules and regulations of the City of Brecksville concerning the transportation and housing of prisoners.

SECTION 3. As a charge for housing of prisoners, Brecksville shall charge Richfield the sum of EIGHTY FIVE Dollars (\$ 85.00) per day for the housing of each prisoner. Payment shall be made by Richfield within thirty (30) days of receipt of a bill from the City of Brecksville, which bill shall be submitted no more frequently than on a quarterly basis.

SECTION 4. This contract shall be cancelable by either party upon giving the other party thirty (30) days' written notice.

SECTION 5. All other terms and conditions of this Agreement are set forth in a letter dated December 17, 1990 from Brecksville to Richfield, a copy of which letter is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and place first above written.

CITY OF BRECKSVILLE

By [Signature]
Its MAYOR

And [Signature]
Its VICE CHIEF

VILLAGE OF RICHFIELD

By [Signature]
Its Mayor

And [Signature]
Its Finance Director