

**A RESOLUTION AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE SUMMIT COUNTY SHERIFF FOR 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 hereby are, authorized and directed to enter into an agreement with the Summit County Sheriff 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 agreement shall take effect and be in force from and after January 1, 1997.

SECTION 3. 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: July 1, 1997 [Signature]  
President of Council

[Signature]  
Mayor

Dated 7/2/97

ATTEST:  
[Signature]  
Clerk of Council

AGREEMENT FOR BOARDING OF PRISONERS  
BY AND BETWEEN THE COUNTY OF SUMMIT  
AND Village of Richfield

This agreement is entered into on the 2nd day of July,  
19 97, by and between the County of Summit, Ohio (hereinafter "COUNTY") and the  
Village of Richfield, Ohio (hereinafter "VILLAGE").

WITNESSETH:

Whereas, Section 1905.35 of the Ohio Revised Code authorizes the VILLAGE to incarcerate in  
the Summit County Jail prisoners charged or convicted of violations of the ordinances of the  
VILLAGE (hereinafter "VILLAGE PRISONERS"); and

Whereas, the County Council has adopted Ordinance 96-674 authorizing  
the County Executive to execute this agreement on behalf of the COUNTY; and

Whereas, the Village Council has adopted <sup>Resolution</sup> ~~Ordinance~~ No. 39-1997 authorizing the  
VILLAGE to execute this agreement on behalf of the Village of Richfield;

NOW, THEREFORE, IN CONSIDERATION of the foregoing and of the mutual agreements  
hereinafter set forth, the parties hereby agree for themselves and their respective successors and  
assigns as follows:

1. Subject to availability of space, the COUNTY shall receive able-bodied adult VILLAGE  
PRISONERS and keep, board and maintain VILLAGE PRISONERS in the Summit  
County Jail in its present locations or where it shall be established in the future. The  
County Sheriff, in his whole discretion, shall retain the authority to refuse to accept or to  
release any VILLAGE PRISONER when in his judgment such act is necessary in order  
to comply with any order of a court of competent jurisdiction or meet the requirements  
of minimum standards for jails promulgated by the Ohio Department of Rehabilitation  
and Corrections.

2. In exchange for these services, the VILLAGE shall reimburse the COUNTY for each  
VILLAGE PRISONER incarcerated in the Summit County Jail in accordance with the  
following terms and conditions:

- (a) For the period January 1, 1997 through December 31, 1997, the VILLAGE shall  
pay the sum of One Hundred Sixteen Dollars and Twenty-Five Cents (\$116.25)  
per day for the duration of the confinement. Each twenty-four (24) hour day,  
or part thereof, that the prisoner serves in the County Jail is a day of confinement  
for the purposes of this Agreement. The period of confinement begins when the  
prisoner is booked and ends when the prisoner is discharged. The number of days  
billed under this Agreement shall be equal to the number of days credited as time  
served as determined by the Summit County Jail Registrar

*Each January thereafter, the rates will be adjusted based on the percentage change  
between January and December of the preceding year. The COUNTY shall notify  
the VILLAGE, in writing, no later than ten (10) days following receipt of the  
December Consumer's Price Index. Adjusted rates will be effective January 1 of  
each succeeding year and the VILLAGE shall pay that sum to the COUNTY.*

- (b) The VILLAGE shall pay all reasonable and necessary medical expenses incurred by  
each VILLAGE PRISONER whose medical expenses are in excess of the medical  
coverage contract maintained by the COUNTY, a copy of which has been provided  
to the VILLAGE, receipt of which is acknowledged. The COUNTY shall use its best  
efforts to avoid any excess medical expenses beyond that paid by its contract of  
medical coverage.

- (c) The COUNTY shall provide guarding of VILLAGE PRISONERS for medical treatment outside the Summit County Jail when such guarding is required. The VILLAGE shall reimburse the COUNTY for such services by paying for the time actually spent by any Deputy Sheriff's needed for such guarding and transportation at the rate of Twenty-Five Dollars and Eleven Cents (\$25.11) per hour.
- (d) In the event of death of an indigent VILLAGE PRISONER, the VILLAGE shall be liable for the costs of the burial.
3. At the end of March, June, September, and December the COUNTY shall submit to the VILLAGE an itemized statement, certified by the Sheriff of Summit County or other person designated by him, showing the name of the VILLAGE PRISONER, dates of days confined in the Summit County Jail, the number of days billed, additional charges billed and their amount, and the amount due from the VILLAGE on account of each VILLAGE PRISONER'S confinement under this Agreement. All billings shall be paid within thirty (30) days of their receipt.
4. "VILLAGE PRISONERS" shall be defined as any prisoner accepted for booking or judicially ordered or sentenced to incarceration in the Summit County Jail for violations of ordinances of the VILLAGE, and not otherwise held under charges constituting a felony under State law, whether convicted or only held prior to making bond on such felony charges.
5. Except as to prisoners received by the Summit County Jail prior to the date of notice of termination, either party may terminate or request re-negotiation of the Agreement for any cause by providing ninety (90) days written notice to the other party.
6. In consideration of the foregoing Agreement, the VILLAGE hereby further agrees to refrain from changing the codes used in charging arrestees from Village ordinance to State statute or County ordinance, when the intent of such change is to allow the VILLAGE to avoid payment provided by this Agreement.
7. The parties do not enter into this Agreement for the benefit of any person other than the parties to this Agreement.

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

SHERIFF OF SUMMIT COUNTY



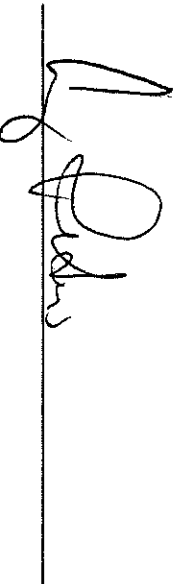
By: RICHARD L. WARREN  
Sheriff, County of Summit

COUNTY OF SUMMIT, OHIO



By: TIM DAVIS  
Executive, County of Summit

APPROVED AS TO FORM:



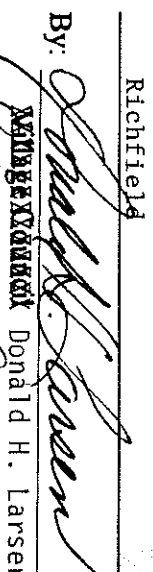

By: CINDY PETERS  
General Counsel, County of Summit

Signed in the presence of:

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VILLAGE OF



Richfield

By:   
DONALD H. LARSEN, Mayor  
By:   
Eleanor Lukovics, Finance Director

APPROVED AS TO FORM:



Law Director  
Village of Richfield

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