

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 they 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 February 1, 1991.

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 2-5-91



President of Council



Mayor

Dated 2/5/91

ATTEST:



Clerk of Council

EXHIBIT
ORD. # 3-1991

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

This agreement is entered into on the _____ day of _____, 1991, by and between the County of Summit, Ohio (hereinafter "County") and the _____, Ohio (hereinafter "City").
VILLAGE

WITNESSETH:

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

Whereas, the Council of the County has adopted Ordinance _____ authorizing the County Executive to execute this agreement on behalf of the County; and

Whereas, the Council of the City has adopted Ordinance No. 3-1991 authorizing the Mayor to executed this agreement on behalf of the City of Richfield;
Village

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 City prisoners and keep, board and maintain City prisoners in the Summit County Jail in its present locations or where it shall be established in the future. The County Sheriff, in his sole discretion, shall retain the authority to refuse to accept or to release any City 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.

Village

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

(a) The City shall pay the sum of One Hundred Ten Dollars (\$110.00) per day for the duration of the confinement. Each twenty-four (24) hour day or part thereof that the City prisoner serves in the County Jail is a day of confinement for purposes of this agreement. The period of confinement begins when the City prisoner is booked and ends when the City 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.

Village

(b) The City shall pay all reasonable and necessary medical expenses incurred by each City 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 City 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 City prisoners for medical treatment outside the Summit County Jail when such guarding is required. The City shall reimburse the County for such services by paying for the time actually spent by any Deputy Sheriffs needed for such guarding and transportation at the rate of Fourteen Dollars and Three Cents (\$14.03) per hour.

- (d) In the event of death of an indigent ^{U.C.} City Prisoner, the ~~City~~^{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 ~~City~~^{U.C.} an itemized statement, certified by the Sheriff of Summit County or other person designated by him, showing the name of the ~~City~~^{U.C.} 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 ~~City~~^{U.C.} on account of each ~~City~~^{U.C.} Prisoner's confinement under this agreement. All billings shall be paid within thirty (30) days of their receipt.
 4. "~~City~~^{U.C.} Prisoner" 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 ~~City~~^{U.C.}, 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 renegotiation of this agreement for any cause by providing ninety (90) days written notice to the other party.
 6. In consideration of the foregoing agreement, the ~~City~~^{VILLAGE} hereby further agrees to refrain from changing the code used in charging arrestees from ~~City~~^{U.C.} ordinance to State statute or County ordinance, when the intent of such change is to allow the ~~City~~^{VILLAGE} to avoid payment provided by this agreement.
 7. Subject to availability, and at the ~~City~~^{VILLAGE}'s sole discretion, the County may incarcerate in the ~~City~~^{U.C.}'s jail facility or future jail facility, County prisoners convicted of charges under State statute or County ordinance upon such terms and under such conditions as are agreed upon at some future date.
 8. The parties do not enter into this agreement for the benefit of any person other than the parties to this agreement.

This agreement shall be effective as of February 1, 1991.

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

SHERIFF OF SUMMIT COUNTY

CITY OF _____

By: DAVID W. TROUTMAN
Sheriff

By:
Mayor

COUNTY OF SUMMIT, OHIO

By: TIM DAVIS
County Executive

Approved as to form:

Approved as to form:

General Counsel
County of Summit

Law Director
City of _____

Signed in the presence of:

