AGREEMENT

THIS AGREEMENT entered into this **1st day of January, 2019** by and between the **Village of Bolivar** by its Mayor/Clerk Treasurer/Auditor as authorized by Ordinance/Resolution No. O-28-2018 "Party of the First Part" also known as the **Arresting Agency** and Tuscarawas County, Ohio, by its Board of County Commissioners "Party of the Second Part".

W I T N E S S E T H

THAT WHEREAS, the said Party of the First Part is desirous of confining in the Tuscarawas County Jail such of its inmates as shall be charged with felonies or misdemeanors, or convicted of misdemeanors or felonies of the fifth degree, for violations of state statute or ordinances of the Party of the First Part, it is agreed by and between the said parties as follows:

Said Party of the Second Part, from and after the effective date of this contract, and until this contract is terminated as hereinafter provided for, will receive and safely keep, board, and maintain in the Tuscarawas County Jail, during the time of their confinement, all persons charged with felonies or misdemeanors or convicted of misdemeanors or felonies of the fifth degree, for violations of state statutes or ordinances of said Party of the First Part, and under the following conditions:

1. Said Party of the first Part shall pay to the said Party of the Second Part for each pre-arraigned prisoner, or prisoner charged under village/municipal ordinances, so sentenced and confined in the Tuscarawas County Jail the sum of **$60.00**, including meals during such confinement, and shall in addition pay the fees provided by Section 311.17(B) 3-A of the Ohio Revised Code. Party of the First Part shall also be charged for one day of stay for any person confined in the Tuscarawas County Jail on an eight (8) hour hold status.

2. Said Party of the First Part shall be solely responsible for providing transportation at any time for any/all pre-arraignment prisoners or prisoners charged or sentenced under village/municipal ordinances, committed by the Party of the First Part for any reason.

3. Said prisoners so confined to said Tuscarawas County Jail shall be subject to the rules and regulations of said Jail as applying to all prisoners therein.

4. None but able-bodied prisoners shall be received. Any prisoner with medical or physical restrictions, which the facility owned and operated by Party of the Second Part cannot meet, will not be received.

5. No mentally ill persons shall be received unless they are charged with felony or misdemeanor violations of state statute or ordinances of the Party of the First Part, which shall also include active arrest warrants from any jurisdiction on said person.

6. No persons under the age of eighteen (18) shall be received. Persons under the age of eighteen (18) but bound over to be tried as an adult will be received.

7. In the event of the death of any pre-arraignment prisoner, or prisoner charged or sentenced under village/municipal ordinances; or in the event of any such prisoner requiring any medical and/or dental care, or requiring hospital care, said Party of the Second Part will not be liable for such burial expenses, medical, dental, or hospital expenses, but, said Party of the First Part shall be responsible for said expenses. In such event, the Sheriff or his deputies shall, as soon as possible, notify the judicial officer making the commitment of said prisoner and the Mayor of the village/municipality under whose authority Party of the First Part operates.

8. All reasonable and necessary expenses incurred by said Party of the Second Part in any habeas corpus proceeding for any such prisoner shall be paid, by or at the instance of said prisoner.

9. At the end of each month, itemized statements showing the amount due from said Party of the First Part on account of such prisoner under this contract shall be forwarded or presented to said Party of the First Part certified by the Sheriff of Tuscarawas County or other proper authority and, unless found incorrect, shall be promptly paid.

10. Either Party may terminate this agreement, except as to prisoners already received, by giving ninety (90) days notice in writing to said other Party and except as restricted by Section 1905.377 of the Ohio Revised Code.

11. All former contracts between the Parties hereto relative to the subject matter of this contract are hereby canceled and terminated.

12. In the event the Tuscarawas County Jail has been filled to capacity at the time the Party of the First Part's agent delivers a prisoner, the Sheriff may, in his discretion, refuse to receive said prisoner without being held in breach of this contract. The Party of the First Part shall be obligated to make arrangements for such prisoner who may have been refused.

13. If Party of the First Part arrests a person and places that person in Party of the Second

Part's Jail on an out of county or out of state arrest warrant, and has no local charges on that person, then Party of the First Part shall be responsible for all the costs of incarceration of said prisoner as set forth in this Agreement. Party of the First Part shall be responsible for making any/all extradition arrangements on said prisoner, if needed.

14. Party of the First Part shall no longer be responsible for the keep of prisoners charged under the state statute with a misdemeanor or felony after they have been arraigned before a Judge or Magistrate and committed by the Judge or Magistrate to the Tuscarawas County Jail. Party of the First Part shall be responsible for the keep of prisoners charged with felonies or misdemeanors under village/municipal ordinances for the duration of said prisoner's confinement.

15. Unless this Agreement is terminated by either Party pursuant to paragraph 10 of this Agreement, this Agreement shall be in full force and effect for a period of one (1) year beginning on the **1st day of January, 2019.**

IN WITNESS WHEREOF, the Parties hereto, by their respective duly authorized officers have hereunto caused their names to be subscribed on the day and year first above written.

Signed in the presence of:

Mary M. Vincent

PARTY OF THE FIRST PART

Bolivar
(City/Village)

By: Rebecca S. Hubble
(Mayor)

By:
(Clerk/Treasurer/Auditor)

PARTY OF THE SECOND PART

BOARD OF TUSCARAWAS COUNTY COMMISSIONERS