

VILLAGE OF BOSTON HEIGHTS	Codified?	First Reading <input checked="" type="checkbox"/>	Waiver 3-Reading Rule _____
RESOLUTION NO: <u>2016-6-21</u>	Yes _____	Second Reading _____	Yes <input checked="" type="checkbox"/>
INTRODUCED BY <u>D. POLYAK</u>	No _____	Third Reading _____	No _____

**A RESOLUTION ACCEPTING A CONTRACT AND
SECURITIES FOR DEPOSIT OF PUBLIC MONEY AND
DECLARING AN EMERGENCY**

WHEREAS, on this date this Council of the Village of Boston Heights, Ohio has designated FIRST MERIT BANK, N.A. as the public depository for the Village's active, inactive and interim funds, subject to the control of said Council and the Fiscal Officer of the Village; and,

WHEREAS, said financial institution has now delivered to this Council the contract provisions for security as provided by law and the same having been examined by said Council and found in all respects good and sufficient as required by law.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Boston Heights, Summit County, Ohio, as follows:

Section 1: That First Merit Bank, N.A. be designated as the public depository of the Village's active, inactive and interim funds, being subject to the control of this Council and the Village Fiscal Officer.

Section 2: That the Mayor is hereby authorized and directed to execute any and all documents necessary to effect the purpose, goals and intent of this Resolution.

Section 3: That the contracts and provisions for security, as submitted by the bank and attached hereto as Exhibit "A," be accepted and the award to said financial institution to become depository for the active, inactive and interim funds of the Village of Boston Heights be and the same hereby are accepted and confirmed for the agreement effective November 23, 2016 and ending November 22, 2021.

Section 4: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council which resulted in formal action were taken in meetings open to the public, in full compliance with the applicable legal requirements including Section 121.22 of the Ohio Revised Code.

Section 5: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety of Village residents, to allow for the timely execution of the necessary paperwork due to banking and other market conditions, for the continued operations of the Village Fiscal Officer and other departments and shall, therefore, take effect and be in force from and immediately after its passage.

PASSED:



BILL GONCY, MAYOR

ATTEST:



BETTY KLINGENBERG, FISCAL OFFICER

I, Betty Klingenberg, Fiscal Officer and Clerk of the Village of Boston Heights, Summit County, Ohio, do hereby certify that the foregoing Resolution **2016-6-21** was duly passed by the Council of the Village of Boston Heights, County of Summit, State of Ohio at a meeting of Council on **this 14th day of June, 2016.**



DEPOSITORY AGREEMENT
FOR
ACTIVE, INTERIM, AND/OR INACTIVE GOVERNMENT FUNDS

5/19/2016

This Agreement between FirstMerit Bank, N.A. ("FirstMerit") and Village of Boston Heights ("Depositor") hereby confirms that it has designated FirstMerit as an approved public depository of its active and interim and/or inactive deposits for the designated period of 11/23/2016 to 11/22/2021 in accordance with Chapter 135 of the Ohio Revised Code (the "Code"). FirstMerit shall not receive or have on deposit at any one time public moneys, including public moneys as defined in section 135 of the Code, in an aggregate amount exceeding thirty per cent of its total assets, as shown in its latest report to the Comptroller of the Currency.

Active, Interim, and/or Inactive Deposits

FirstMerit agrees to accept any combination of Active, Interim, and/or Inactive deposits which, in aggregate, do not exceed a total deposit position of up to \$15 million during the designated period subject to the FirstMerit Deposit Accounts Terms and Conditions with Disclosures. FirstMerit agrees that the amounts credited to the Depositor's active deposit accounts may be drawn against by checks, wire, Automated Clearing House ("ACH") entry, or other available and permitted methods of money transfer executed by person(s) so authorized. FirstMerit must be notified in writing if the person(s) designated as an authorized signer on an account changes.

Whenever any Interim or Inactive deposits are awarded to and accepted by FirstMerit pursuant to the Code, the Interim and/or Inactive moneys shall be evidenced by an interest-bearing account or certificate of deposit at rates agreed upon by FirstMerit and the Depositor.

FirstMerit agrees to secure its obligation under this Agreement and its other obligations as a public depository of the Depositor's Active, Interim, and/or Inactive deposits by depositing with an approved safekeeping trustee, eligible securities in the amount and in the manner required. The Depositor hereby authorizes FirstMerit, on a continuing basis during the term of designation, to substitute securities for those then deposited with such trustee, provided only that the securities being deposited be eligible securities having a market value equal to or greater than the current market value of the securities for which they are to be substituted.

Depositors requiring collateral be secured in compliance with Section 135.181 of the Code do hereby acknowledge the substitution of securities may be made without prior notice to or the approval of the Depositor, in accordance with said Code.

FirstMerit may charge all applicable fees assessable against depository accounts pursuant to its fee schedule currently in force or as hereafter amended.

Village of Boston Heights
34-6000297

FirstMerit Bank, N.A.

Official: Bill Concy
Title: MAYOR

By: Jack Bolender
Jack Bolender
Sr. Vice President



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Village of Boston Heights
34-6000297

FirstMerit Bank, N.A.

Official: Bill Stency
Title: MAYOR

By: Jack Bolender
Jack Bolender
Sr. Vice President

Approved as to form:
[Signature]
Marshal Pitchford, Village Solicitor



STATE OF OHIO

SS

STARK COUNTY

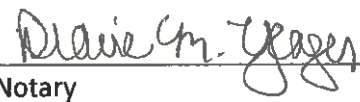
Affidavit

Jack Bolender, first duly sworn, states that he is Senior Vice President / Government Banking of FirstMerit Bank, N.A. with an office located in the City of Canton, Ohio; that the attached financial statement is a true and correct statement of the condition of FirstMerit Bank, N.A. as of the date on which the last call of the Comptroller of the Currency was made; that the capital funds of the Bank were correctly stated thereon; and that no material adverse changes have occurred in the financial statement of FirstMerit Bank, N.A. since the date of such statement.



Jack Bolender

Sworn to and subscribed in my presence this 19th day of, May 2016



Notary

DIANE M. YEAGER, NOTARY
STATE OF OHIO
MY COMMISSION EXPIRES: 09/30/18

Federal Financial Institutions Examination Council



Consolidated Reports of Condition and Income for
A Bank With Domestic Offices Only—FFIEC 041

1

Report at the close of business March 31, 2016

This report is required by law: 12 U.S.C. Section 324 (State member banks); 12 U.S.C. Section 1817 (State nonmember banks); and 12 U.S.C. Section 161 (National banks); and 12 U.S.C. Section 1464 (Savings associations).

Unless the content indicates otherwise, the term "bank" in this report form refers to both banks and savings associations.

This report form is to be filed by banks with domestic offices only. Banks with foreign offices (as defined in the instructions) must file FFIEC 031.

NOTE: Each bank's board of directors and senior management are responsible for establishing and maintaining an effective system of internal control, including controls over the Reports of Condition and Income. The Reports of Condition and Income are to be prepared in accordance with Federal regulatory authority instructions. The Reports of Condition and Income must be signed by the Chief Financial Officer (CFO) of the reporting bank (or by the individual performing an equivalent function) and attested to by not less than two directors (trustees) for State nonmember banks and three directors for State member banks, National banks, and Savings associations.

report date have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true and correct to the best of my knowledge and belief.

We, the undersigned directors (trustees), attest to the correctness of the Reports of Condition and Income (including the supporting schedules) for this report date and declare that the Reports of Condition and Income have been examined by us and to the best of our knowledge and belief have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true and correct.

I, the undersigned CFO (or equivalent) of the named bank, attest that the Reports of Condition and Income (including the supporting schedules) for this

Signature of Chief Financial Officer (or Equivalent)

Date of Signature

5-2-2014

Director (Trustee)

Director (Trustee)

Director (Trustee)

Submission of Reports

Each bank must file its Reports of Condition and Income (Call Report) data by either:

- (a) Using computer software to prepare its Call Report and then submitting the report data directly to the FFIEC's Central Data Repository (CDR), an Internet-based system for data collection (<https://cdr.ffiec.gov/cdr/>), or
- (b) Completing its Call Report in paper form and arranging with a software vendor or another party to convert the data into the electronic format that can be processed by the CDR. The software vendor or other party then must electronically submit the bank's data file to the CDR.

To fulfill the signature and attestation requirement for the Reports of Condition and Income for this report date, attach your bank's completed signature page (or a photocopy or a computer-generated version of this page) to the hard-copy record of the data file submitted to the CDR that your bank must place in its files.

The appearance of your bank's hard-copy record of the submitted data file need not match exactly the appearance of the FFIEC's sample report forms, but should show at least the caption of each Call Report item and the reported amount.

For technical assistance with submissions to the CDR, please contact the CDR Help Desk by telephone at (888) CDR-3111, by fax at (703) 774-3946, or by e-mail at CDR.Help@ffiec.gov.

FirstMerit Bank, N.A.

Legal Title of Bank (RSSD 0017)

Akron

City (RSSD 9130)

OH

State Abbreviation (RSSD 9200)

44308

Zip Code (RSSD 9220)

FDIC Certificate Number 13675
(RSSD 9050)

The estimated average burden associated with this information collection is 60.4 hours per respondent and is estimated to vary from 20 to 776 hours per response, depending on individual circumstances. Burden estimates include the time for reviewing instructions, gathering and maintaining data in the required form, and completing the information collection, but exclude the time for compiling and maintaining business records in the normal course of a respondent's activities. A Federal agency may not conduct or sponsor, and an organization (or a person) is not required to respond to a collection of information, unless it displays a currently valid OMB control number. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503, and to one of the following: Secretary, Board of Governors of the Federal Reserve System, 20th and C Streets, NW, Washington, DC 20551; Legislative and Regulatory Analysis Division, Office of the Comptroller of the Currency, Washington, DC 20218; Assistant Executive Secretary, Federal Deposit Insurance Corporation, Washington, DC 20429.

Consolidated Report of Condition for Insured Banks and Savings Associations for March 31, 2016

All schedules are to be reported in thousands of dollars. Unless otherwise indicated, report the amount outstanding as of the last business day of the quarter.

Schedule RC—Balance Sheet

Dollar Amounts in Thousands		Bil	Mil	Thou	
Assets					
1. Cash and balances due from depository institutions (from Schedule RC-A):					
a. Noninterest-bearing balances and currency and coin ⁽¹⁾		RCON0081	324,973		1.a.
b. Interest-bearing balances ⁽²⁾		RCON0071	430,031		1.b.
2. Securities:					
a. Held-to-maturity securities (from Schedule RC-B, column A)		RCON1754	2,813,700		2.a.
b. Available-for-sale securities (from Schedule RC-B, column D)		RCON1773	4,102,987		2.b.
3. Federal funds sold and securities purchased under agreements to resell:					
a. Federal funds sold		RCONB987	0		3.a.
b. Securities purchased under agreements to resell ⁽³⁾		RCONB989	0		3.b.
4. Loans and lease financing receivables (from Schedule RC-C):					
a. Loans and leases held for sale		RCON5369	5,249		4.a.
b. Loans and leases, net of unearned income		RCONB528	16,215,019		4.b.
c. LESS: Allowance for loan and lease losses		RCON3123	151,938		4.c.
d. Loans and leases, net of unearned income and allowance (item 4.b minus 4.c)		RCONB529	16,063,081		4.d.
5. Trading assets (from Schedule RC-D)		RCON3545	75,833		5.
6. Premises and fixed assets (including capitalized leases)		RCON2145	305,764		6.
7. Other real estate owned (from Schedule RC-M)		RCON2150	40,530		7.
8. Investments in unconsolidated subsidiaries and associated companies		RCON2130	0		8.
9. Direct and indirect investments in real estate ventures		RCON3656	0		9.
10. Intangible assets:					
a. Goodwill		RCON3163	741,740		10.a.
b. Other intangible assets (from Schedule RC-M)		RCON0426	75,583		10.b.
11. Other assets (from Schedule RC-F)		RCON2160	1,281,177		11.
12. Total assets (sum of items 1 through 11)		RCON2170	28,060,648		12.

(1) Includes cash items in process of collection and unposted debits.
 (2) Includes time certificates of deposit not held for trading.
 (3) Includes all securities resale agreements, regardless of maturity.

Schedule RC—Continued

Dollar Amounts In Thousands		Bil	Mil	Thou	
Liabilities					
13. Deposits:					
a. In domestic offices (sum of totals of columns A and C from Schedule RC-E)	RCON2200	21,220,626			13.a.
(1) Noninterest-bearing ⁽¹⁾	RCON8631	2,478,100			13.a.(1)
(2) Interest-bearing	RCON8636	18,742,526			13.a.(2)
b. Not applicable					
14. Federal funds purchased and securities sold under agreements to repurchase:					
a. Federal funds purchased ⁽²⁾	RCONB993	0			14.a.
b. Securities sold under agreements to repurchase ⁽³⁾	RCONB996	719,850			14.b.
15. Trading liabilities (from Schedule RC-D)	RCON3548	75,374			15.
16. Other borrowed money (includes mortgage indebtedness and obligations under capitalized leases) (from Schedule RC-M)	RCON3190	401,718			16.
17. Not applicable					
18. Not applicable					
19. Subordinated notes and debentures ⁽⁴⁾	RCON3200	248,042			19.
20. Other liabilities (from Schedule RC-G)	RCON2930	258,552			20.
21. Total liabilities (sum of Items 13 through 20)	RCON2948	22,924,160			21.
22. Not applicable					22.
Equity Capital					
Bank Equity Capital					
23. Perpetual preferred stock and related surplus	RCON3838	0			23.
24. Common stock	RCON3230	70,137			24.
25. Surplus (exclude all surplus related to preferred stock)	RCON3839	1,809,920			25.
26.					
a. Retained earnings	RCON3632	1,304,772			26.a.
b. Accumulated other comprehensive income ⁽⁵⁾	RCONB530	(48,341)			26.b.
c. Other equity capital components ⁽⁶⁾	RCONA130	0			26.c.
27.					
a. Total bank equity capital (sum of Items 23 through 26.c)	RCON3210	3,136,488			27.a.
b. Noncontrolling (minority) interests in consolidated subsidiaries	RCON3000	0			27.b.
28. Total equity capital (sum of Items 27.a and 27.b)	RCONG105	3,136,488			28.
29. Total liabilities and equity capital (sum of Items 21 and 28)	RCON3300	26,060,648			29.

(1) Includes noninterest-bearing demand, time, and savings deposits.
 (2) Report overnight Federal Home Loan Bank advances in Schedule RC, Item 16, "Other borrowed money."
 (3) Includes all securities repurchase agreements, regardless of maturity.
 (4) Includes limited-life preferred stock and related surplus.
 (5) Includes, but is not limited to, net unrealized holding gains (losses) on available-for-sale securities, accumulated net gains (losses) on cash flow hedges, and accumulated defined benefit pension and other postretirement plan adjustments.
 (6) Includes treasury stock and unearned Employee Stock Ownership Plan shares.

Schedule RC—Continued

Memoranda

To be reported with the March Report of Condition.

		Number
1. Indicate in the box at the right the number of the statement below that best describes the most comprehensive level of auditing work performed for the bank by independent external auditors as of any date during 2015		
		M.1.
1 = Independent audit of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm which submits a report on the bank	4 = Directors' examination of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm (may be required by state chartering authority)	
2 = Independent audit of the bank's parent holding company conducted in accordance with generally accepted auditing standards by a certified public accounting firm which submits a report on the consolidated holding company (but not on the bank separately)	5 = Directors' examination of the bank performed by other external auditors (may be required by state chartering authority)	
3 = Attestation on bank management's assertion on the effectiveness of the bank's internal control over financial reporting by a certified public accounting firm	6 = Review of the bank's financial statements by external auditors	
	7 = Compilation of the bank's financial statements by external auditors	
	8 = Other audit procedures (excluding tax preparation work)	
	9 = No external audit work	

		Number
To be reported with the March Report of Condition.		
2. Bank's fiscal year-end date		
		M.2.

To be reported with the March Report of Condition.

		MM/DD
To be reported with the March Report of Condition.		
2. Bank's fiscal year-end date		
		M.2.

VILLAGE OF BOSTON HEIGHTS	Codified?	First Reading _____	Waiver 3-Reading Rule _____
RESOLUTION NO: <u>2016-6-26</u>	Yes _____	Second Reading _____	Yes _____
INTRODUCED BY <u>J. MILLER</u>	No _____	Third Reading _____	No _____

RESOLUTION AUTHORIZING THE MAYOR OF THE VILLAGE OF BOSTON HEIGHTS TO ENTER INTO AN AGREEMENT WITH THE CITY OF CUYAHOGA FALLS REGARDING JAIL AND BOARDING SERVICES FOR PRISONERS AND DECLARING AN EMERGENCY

WHEREAS; the City of Cuyahoga Falls currently provides jail and other boarding services for prisoners; and,

WHEREAS; the Village of Boston Heights desires to contract with the City of Cuyahoga Falls for jail and boarding services for prisoners; and,

WHEREAS; both the City of Cuyahoga Falls and the Village of Boston Heights are desirous of establishing a jail and other boarding services contract; and,

WHEREAS; the Village of Boston Heights recognizes that this service contract will enable the Village of Boston Heights to spend its resources in a manageable way and with certainty; and,

WHEREAS; this agreement will allow the Village of Boston Heights to immediately preserve the public peace, health, safety, convenience and welfare of its taxpayers and the inhabitants thereof;

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Boston Heights, Ohio as follows:

Section 1: That the Mayor of the Village of Boston Heights is hereby authorized to enter into a contract with the City of Cuyahoga Falls regarding jail and boarding services for prisoners. Said contract is attached hereto as Exhibit "A."

Section 2: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council which resulted in formal action were taken in meetings open to the public, in full compliance with the applicable legal requirements including Section 121.22 of the Ohio Revised Code.

Section 3: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and to allow for the immediate protection and handling of jail prisoners and for the continued operations of the Village Police Department and other departments and shall therefore take effect and be in force from and immediately after its passage.

PASSED:



BILL GONCY, Mayor

ATTEST:



BETTY KLINGENBERG, FISCAL OFFICER

I, BETTY KLINGENBERG, Fiscal Officer and Clerk of the Village of Boston Heights, Summit County, Ohio do hereby certify that the foregoing Resolution **2016-6-26** was duly passed by the Council of the Village of Boston Heights, County of Summit, State of Ohio at a meeting of Council on this **14th day of June, 2016.**

**AGREEMENT FOR THE BOARDING OF PRISONERS
BETWEEN THE CITY OF CUYAHOGA FALLS
AND THE VILLAGE OF BOSTON HEIGHTS**

This Agreement is entered into on the 14th day of June 2016 between the City of Cuyahoga Falls and the Village of Boston Heights, Ohio.

WHEREAS, Village of Boston Heights wishes to enter into an Agreement with the City of Cuyahoga Falls for the confinement of its prisoners convicted of state law or local ordinance, or who are awaiting hearing for those violations or awaiting trial of any of those violations; and,

WHEREAS, the City of Cuyahoga Falls has been authorized by its Council pursuant to Resolution Number 2016-6-26 to enter into an Agreement with the Village of Boston Heights for the confinement of the Village's prisoners and, likewise, the Village of Boston Heights has been authorized by its Board of Trustees to enter into this Agreement pursuant to Resolution Number 2016-06-26

NOW, THEREFORE, it is mutually agreed between the City of Cuyahoga Falls and Village of Boston Heights the following:

A. *Reception of Prisoners.*

Subject to the availability of space, the City of Cuyahoga Falls shall provide custody, supervision and confinement to Village of Boston Heights's prisoners in the Cuyahoga Falls City Jail. The City of Cuyahoga Falls Chief of Police or his designee retains the discretion and authority to refuse or accept or to release any Village of Boston Heights prisoner when, in his judgment, this 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. The Village of Boston Heights specifically releases and waives any claims as against the City of Cuyahoga Falls and/or its Chief of Police/designee for any decisions made by the Chief/designee pursuant to this Section.

The Village of Boston Heights will fingerprint and process the Village of Boston Heights prisoners before each is delivered to the Cuyahoga Falls City Jail. Any and all alcohol tests of the Village of Boston Heights prisoners will be performed on those prisoners prior to their delivery to the Cuyahoga Falls City Jail. All prisoners will be subject to the Cuyahoga Falls Police Department jail admissions standards. A copy of those standards will be

provided to Village of Boston Heights before the Village will be held responsible for knowledge of such standards.

B. Payment for Confinement.

Village of Boston Heights agrees to pay the City of Cuyahoga Falls for confinement of its prisoners as follows:

From the date of execution of this Agreement and until the end of the Initial Term, as defined below, the Village of Boston Heights will pay the City of Cuyahoga Falls the sum of Seventy-One Dollars and Three Cents (\$71.03) per day for each prisoner as full compensation for feeding, supervising, confining and boarding. Confinement begins when the prisoner is booked into the Cuyahoga Falls City Jail and ends when the prisoner is discharged. The number of days billed under this Agreement is equal to the number of days credited as time served as determined by the Cuyahoga Falls Jail Administrator. The Village of Boston Heights prisoners who are incarcerated for over eight (8) hours will result in a charge for a full day. Prisoners incarcerated by the City of Cuyahoga Falls for less than eight (8) hours will result in a charge of one-half (1/2) of the daily rate to Village of Boston Heights.

Beginning January 1, 2017, and on the first day of January of each and every subsequent year thereafter, the rates charged for incarceration will be increased by three percent (3%) over the prior year's rate.

C. Medical Expenses.

The Village of Boston Heights agrees to pay or reimburse the City of Cuyahoga Falls for any health care professional expenses the City actually incurs in rendering or securing other medical, surgical, dental or mental health services, including medicines and surgical operations provided to the Village of Boston Heights prisoners while incarcerated in the Cuyahoga Falls City Jail, when such services would be provided and such expenses incurred by the City of Cuyahoga Falls for its own prisoners. The City of Cuyahoga Falls shall not incur, render or secure health care services for Village prisoners once those prisoners are no longer under the custody or guarding of City officers.

The City of Cuyahoga Falls agrees that where hospital services are required for the Village of Boston Heights prisoners, those serviced will be provided at an Akron area hospital or emergency facility, in the same manner such services would be provided to Cuyahoga Falls prisoners. The City of

Cuyahoga Falls shall determine the need for these services based on its usual treatment of its own prisoners.

The Village of Boston Heights agrees to supply the necessary guarding and security of the Village of Boston Heights prisoners receiving medical treatment outside of the Cuyahoga Falls City Jail. The City of Cuyahoga Falls will provide security for the Village of Boston Heights prisoners until relieved. The rate for security shall be Thirty Five Dollars (\$35.00) an hour.

D. Right to Refuse Prisoners.

The City of Cuyahoga Falls reserves the right to reject or refuse to receive for confinement and boarding any Village of Boston Heights prisoner who may be inflicted with a prior medical problem such as a contagious disease, mental condition, illness or injury, severe intoxication, whether from alcohol or controlled substances, and has not been first treated prior to entry into the Cuyahoga Falls City Jail.

The Cuyahoga Falls Police Chief or his designee retains the discretion to refuse to receive any prisoner of Village of Boston Heights for reasons based upon current jail population, internal security conditions of the jail or any other reason, including availability of space.

E. Additional Charges.

The City of Cuyahoga Falls retains the right to impose additional charges in the event of changes occurring to the current jail standards. The City of Cuyahoga Falls agrees to provide the Village of Boston Heights thirty (30) days prior notice before the procedures resulting in additional charges are instituted.

Village of Boston Heights also agrees to pay the City of Cuyahoga Falls for any damage caused to bedding, hygiene supplies or the jail facility by any Village of Boston Heights prisoner, but with a maximum limit in an amount not to exceed Two Hundred Fifty Dollars (\$250.00).

F. Billing.

At the end of June and December of each contractual year, the City of Cuyahoga Falls shall submit an itemized statement of costs due to the City of Cuyahoga Falls showing the names of the Village of Boston Heights prisoners, dates of confinement, number of days billed, additional charges billed and the amount due for each Village of Boston Heights prisoner

confined pursuant to this Agreement. All amounts billed shall be paid by Village of Boston Heights within 30 days of the billing date.

G. Transportation.

If it becomes necessary to transport a Village of Boston Heights prisoner to any other facility, unless an emergency medical services squad transported the prisoner for medical reasons, the Village of Boston Heights shall provide such transportation.

H. Annual Maintenance Fee.

Village of Boston Heights agrees to pay the City of Cuyahoga Falls an annual maintenance fee of One Hundred Dollars (\$100.00) which is only due and payable by the Village of Boston Heights upon receipt by the City of Cuyahoga Falls of the first Village of Boston Heights prisoner each calendar year.

I. Effective Date of Agreement.

This Agreement shall be effective on the 14th day of June, 2016 and shall continue in full force and effect until December 31, 2016 (the "Initial Term"). This Agreement will then automatically renew annually for a twelve (12) month period, January 1 through December 31 ("Subsequent Term(s)").

Either party may cancel or terminate this Agreement at any time by giving a thirty (30) day written notice to the other party.

J. Miscellaneous.

1. Notice.

Any notice required by this agreement shall be sent to the following:

CITY OF CUYAHOGA FALLS
Att.: Captain Jack Davis
2310 Second Street
Cuyahoga Falls, Ohio 44221

VILLAGE OF BOSTON HEIGHTS
Attn: Chief Raymond Heatwall
45 E. Boston Mills Road
Boston Heights, Ohio 44236

2. Parties Bound.

This contract shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this contract.

3. Legal Construction.

In case any one or more of the provisions contained in this contract are held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

4. Governing Law & Forum.

The parties acknowledge that the transaction that is the subject matter of this contract bears a reasonable relation to the State of Ohio and agree that the law of Ohio will govern their rights and duties. The Courts located in Summit County, Ohio shall be the forum to resolve any disputes arising under this contract to the extent of their jurisdiction.

5. Integrated Agreement.

The parties intend the terms of this contract as a final expression of their agreement with respect to the terms and also as a complete and exclusive statement of the terms.

IN WITNESS WHEREOF, each party, by its duly authorized representative has executed this contract effective as of the day and year first above written.

CITY OF CUYAHOGA FALLS, OHIO

By: _____
Don S. Walters
Mayor/Director of Public Safety

VILLAGE OF BOSTON HEIGHTS, OHIO

By: Bill Goney
Bill Goney
Mayor

Certificate of the Directors of Law

Approved as to form.

Russell W. Balthis
Director of Law
City of Cuyahoga Falls, Ohio

Date: _____

Approved as to form.



Marshal M. Pitchford, Solicitor
Village of Boston Heights, Ohio

Date: 6/15/16

Certificate of the Finance Director

To the Director of Public Service:

I hereby certify that monies required to meet the City's obligations under this contract have been lawfully appropriated and are in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance.

A handwritten signature in blue ink, reading "Betty Kengenberg", is written over a horizontal line.

Director of Finance
Village of Boston Heights

Date: 6/15/16