

RESOLUTION NO. 12-2015

Offered by All of Council

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT FOR PRISONER BOARDING SERVICES WITH THE VILLAGE OF PENINSULA, AND DECLARING AN EMERGENCY

WHEREAS, the Village Police Department has been providing prisoner boarding services to the Village of Peninsula since 2004; and

WHEREAS, the Mayor and Police Chief have recommended entering into a new Agreement with the Village of Peninsula for prisoner boarding services for an annual term commencing January 1, 2015.

NOW THEREFORE, BE IT RESOLVED, by the Council of the Village of Richfield, County of Summit, State of Ohio, that:

- SECTION 1. The Mayor and the Finance Director be, and they hereby are, authorized and directed to enter into an Agreement with the Village of Peninsula for prisoner boarding services for an annual term commencing January 1, 2015, in accordance with the Agreement attached hereto as Exhibit "A" and incorporated herein fully as if by reference.
- SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.
- SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the preservation of the public health, safety and welfare of the residents of the Village of Richfield, County of Summit, State of Ohio, and for the further purpose of authorizing the Village to enter into a new Agreement with the Village of Peninsula for prisoner boarding services already being provided; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon 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.

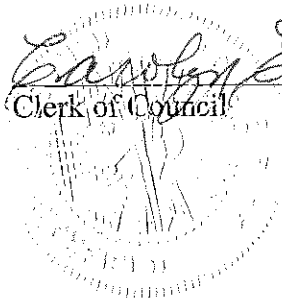
PASSED: 2/3/15

Mark Fluck
President of Council

Roberto Basler
Mayor

Dated: 3-17-15

ATTEST:

Carol E. Sullivan
Clerk of Council


AGREEMENT FOR THE BOARDING OF PRISONERS
BETWEEN THE VILLAGE OF RICHFIELD
AND PENINSULA VILLAGE

This Agreement is entered into on the _____ day of _____, 2015
between the Village of Richfield, Ohio and Village of Peninsula, Ohio.

WHEREAS, Peninsula wishes to enter into an Agreement with Richfield for the confinement of its prisoners convicted of violations of state law or local ordinance, or who are awaiting hearing for those violations, or awaiting trial of any of those violations; and

WHEREAS, Richfield has been authorized by its Council pursuant to ordinance to enter into an Agreement with Peninsula Village for the confinement of Village prisoners and, likewise, Peninsula Village has been authorized by its Council by ordinance to enter into this agreement with Richfield.

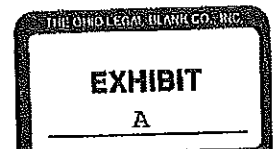
THEREFORE, it is mutually agreed between the Village of Richfield and Village of Peninsula as follows:

I. **RECEPTION OF PRISONERS.** Subject to the availability of space and staffing, Richfield shall provide custody, supervision and confinement to Peninsula prisoners in the Richfield Village Jail. The Richfield Chief of Police, or his designee, retains the discretion and authority to refuse or accept or to release any Peninsula 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.

Peninsula will fingerprint and process Peninsula prisoners before being delivered to the Richfield jail. Except as stated herein, any and all alcohol tests of Peninsula prisoners will be performed on those prisoners prior to their delivery to the Richfield jail. All prisoners will be subject to the Richfield Police Department jail admissions standards. A copy of those standards will be provided to Peninsula by Richfield.

II. **PAYMENT FOR CONFINEMENT SERVICES.** Peninsula agrees to pay Richfield for confinement of its prisoners as follows:

From the date of the execution of this Agreement until December 31, 2015, Peninsula will pay Richfield the sum of One Hundred Dollars (\$100.00) per day for each prisoner as full compensation for feeding, supervising, confining and boarding. Confinement begins when the prisoner is booked 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 Richfield Jail Administrator. Peninsula prisoners who are



Incarcerated for over 8 hours will result in a charge for a full day. Prisoners incarcerated by Richfield for less than 8 hours will result in a charge of one-half (1/2) of the daily rate being assessed to Peninsula.

III. MEDICAL EXPENSES. Peninsula agrees to pay for any medical costs incurred by its prisoners while incarcerated at the Richfield jail. Peninsula further agrees to pay or reimburse Richfield for any expenses it incurs in rendering or securing other medical, surgical, dental or mental health services, including medicines and surgical operations provided to the Peninsula prisoners while incarcerated in Richfield when such services would be provided, and such expense incurred, by Richfield for its own prisoners.

Richfield agrees that where hospital services are required for Peninsula prisoners, those services will be provided in the same manner such services would be provided Richfield prisoners, unless the emergency of the situation or circumstances prevents the use of those entities. Richfield shall determine the need for these services based on its usual treatment of its own prisoners.

Peninsula agrees to supply the necessary guarding and security of Peninsula prisoners receiving medical treatment outside of the Richfield Village Jail. Richfield will provide security for Peninsula prisoners until relieved. Security will be provided by Richfield for a maximum of four hours. Said rate shall be \$46.00 an hour with a minimum of three hours.

IV. RIGHT TO REFUSE PRISONERS. Richfield reserves the right to reject or refuse to receive for confinement and boarding any Peninsula prisoner who may be afflicted with a prior medical problem such as contagious disease, mental condition, illness, injury, or severe intoxication, whether from alcohol or controlled substances.

Richfield's Chief of Police or his/her designee retains the discretion to refuse to receive any prisoner of Peninsula for any reason based upon current jail population, internal security conditions of the jail, or any other reason.

V. ADDITIONAL CHARGES. Richfield retains the right to impose reasonable additional charges in the event of changes occurring to the current jail standards. Richfield agrees to provide Peninsula 30 days prior notice before the procedures resulting in additional charges are instituted.

Peninsula also agrees to pay Richfield for any damage caused to bedding, hygiene supplies or the jail facility by any Peninsula prisoner.

VI. BILLING. At the end of June and December of each contractual year, Richfield will submit an itemized statement to Peninsula showing the name of the Peninsula prisoner, dates of confinement, number of days billed, additional charges billed and the amount due from Peninsula on account of each Peninsula prisoner confined under this Agreement. All billing shall be paid by Peninsula within 30 days of their receipt.

VII. TRANSPORTATION. If it becomes necessary to transport a Peninsula prisoner to any other facility such as Court, the Summit County Jail, or Mental Health Facility, it shall be the responsibility of Peninsula to provide such transportation, unless the Richfield squad has to transport for medical reasons.

VIII. EFFECTIVE DATE OF AGREEMENT. This Agreement shall be effective on the day of _____, 2015 and shall continue in full force and effect until December 31, 2015. The Agreement will then be automatically renewed for a 12 month period from year to year, January 1 through December 31; provided, however, that either party may cancel or terminate this Agreement at any time upon the giving of 30 days' written notice to the other party.

IX. MISCELLANEOUS PROVISIONS

- a. Entire Agreement: This Agreement represents the entire and integrated agreement between Richfield and Peninsula regarding prisoner boarding and supersedes all prior negotiations, representations or agreements, whether written or oral.
- b. Modification or Amendment: It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument in writing, signed by both parties in accordance with Ohio law.
- c. Multiple Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

- d. Assignment. Neither party shall assign, delegate, or subcontract any portion of the responsibilities or obligations under this agreement without the prior express written consent of the other party.
- e. Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

This Agreement is executed by the parties in Richfield, Ohio on this _____ day of _____, 2015.

VILLAGE OF RICHFIELD:

PENINSULA:

BOBBIE BESHARA
MAYOR

DOUGLAS G. MAYER
MAYOR

APPROVED AS TO FORM:

APPROVED AS TO FORM:

WILLIAM R. HANNA
DIRECTOR OF LAW
VILLAGE OF RICHFIELD

DIRECTOR OF LAW
VILLAGE OF PENINSULA