

RESOLUTION NO.: 67- 2011  
INTRODUCED BY: Henry

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO  
A CONTRACTUAL AGREEMENT WITH THE CITY OF  
BEDFORD HEIGHTS FOR JAIL SERVICES FOR CITY  
PRISONERS.**

WHEREAS, the City of Richmond Heights does not have facilities to incarcerate misdemeanant offenders for extended periods of time and has the need for access to jail facilities for misdemeanant offenders; and

WHEREAS, the City of Bedford Heights has full service, minimum security misdemeanant jail facilities available by contract to other municipalities at a per diem cost that is reasonable;

NOW, THEREFORE, Be It Resolved by the Council of the City of Richmond Heights, State of Ohio, that:

Section 1: The Mayor be, and he is hereby, authorized to execute a contractual agreement with the City of Bedford Heights under terms and conditions similar to those terms and conditions set forth in the sample agreement attached hereto as Exhibit A.

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 or meetings of this Council, 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 full compliance with all legal requirements, including, without limitation, those set forth in Section 121.22 of the Ohio Revised Code.

Section 3: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
Daniel J. Ursu, Mayor

APPROVED: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Betsy Traben  
Clerk of Council

\_\_\_\_\_  
David H. Roche  
President of Council

## **EXHIBIT A**

### **BEDFORD HEIGHTS CITY JAIL CONTRACTING ENTITY CONTRACTUAL AGREEMENT**

This agreement made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the City of Richmond Heights (hereafter called Contracting Entity) and the City of Bedford Heights, Ohio (hereafter called Bedford Heights);

WITNESSETH;

WHEREAS, the Contracting Entity requires facilities for confining and supporting all prisoners, which the Contracting Entity is required by law to confine and support by reason of sentence imposed upon them as a result of convictions or guilty pleas to charges of violations of any ordinance or statutes of the law, awaiting hearing for such violation, or awaiting trial of any such violation; and

WHEREAS, Bedford Heights owns and operates a full service and minimum security misdemeanor jail.

NOW, THEREFORE, it is mutually agreed between the parties:

1. The Contracting Entity may send to Bedford Heights and Bedford Heights agrees to accept from the Contracting Entity such prisoner(s) as Contracting Entity is unable to accommodate for and Bedford Heights will provide custody, supervision, confinement, and board for the Contracting Entity prisoner(s). The Contracting Entity shall furnish transportation for prisoner(s) to Bedford Heights City Jail.
2. Effective August 1, 2011, thru and including December 31, 2011, the Contracting Entity agrees to pay Bedford Heights the sum of Seventy-Five Dollars (\$75.00) per day as full compensation for supervising, confining and boarding each prisoner.
3. For the purpose of determining compensation to be paid, any period of confinement of eight hours or less will be charged Thirty-seven dollars and fifty cents (\$37.50). Over eight hours of confinement will be considered one calendar day.
4. There shall be an additional charge of Thirty-Five Dollars (\$35.00) for each use of the video arraignment equipment and/or BAC Verifier.
5. The Contracting Entity further agrees to pay for any medical costs incurred outside the Bedford Heights Correctional Facility by said prisoner(s) of the Contracting Entity.

6. The Contracting Entity further agrees to pay or reimburse Bedford Heights for any expenses incurred in rendering or securing other medical, surgical, dental or mental health services, including medicines and surgical operations, for or to such prisoner(s).
7. Bedford Heights agrees that where hospital services are required for any such prisoner(s), such services shall be provided at Meridia South Pointe Hospital, unless the emergency of the situation or circumstance prevents such use; in addition the Contracting Entity agrees to supply security for the Contracting Entity prisoner(s) if hospitalized. The need for such services shall be determined by the medical staff of the Bedford Heights City Jail.
8. Bedford Heights may reject or refuse to receive any prisoner who may be inflicted with a prior medical problem such as contagious disease, mental condition, illness or injury that has not been first treated prior to entry into the Bedford Heights City Jail. The Bedford Heights Chief of Police shall have charge of the jail and he, or his designee, may, in the exercise of his or her discretion, refuse to receive any prisoner for any reason based upon internal security conditions of the jail, or any other reasons.
9. In the event Bedford Heights has commitments that will affect availability of space and may have reason to remove inmate(s) of the Contracting Entity from the Bedford Heights Jail, Bedford Heights shall make a good faith attempt to relocate prisoners of the Contracting Party.
10. Compensation for rendering of the services hereinbefore described during each calendar month shall be paid by the Contracting Entity on or before the 30th day of the succeeding month.
11. This agreement supersedes any previous agreement between the parties and shall be effective on August 1, 2011, and shall continue until December 31, 2011, and will be automatically renewed for a twelve (12) month period from year to year, January 1<sup>st</sup> through December 31<sup>st</sup>. Either party may cancel this contract with a thirty (30) day written notice anytime within the year. ~~The parties to this agreement acknowledge that the term as stated above has been in effect from January 1, 2011, through the date of the execution of this agreement.~~

*October 12,*

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands at Bedford Heights, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2011.

Witness:

CITY OF BEDFORD HEIGHTS

By:

\_\_\_\_\_  
Mayor Fletcher D. Berger

The legal form and correctness of the within instrument is hereby approved.

The execution of this Agreement is authorized by Ordinance No. \_\_\_\_\_ adopted on the \_\_\_\_\_ day of \_\_\_\_\_ 2011.

\_\_\_\_\_  
Ross S. Cirincione, Law Director

\_\_\_\_\_  
Patricia F. Stahl, Clerk of Council  
City of Bedford Heights

Witness:

CITY OF RICHMOND HEIGHTS  
(Contracting Entity)

By:

\_\_\_\_\_  
Mayor Daniel J. Ursu

The legal form and correctness of the within instrument is hereby approved.

The execution of this Agreement is authorized by Ordinance No. \_\_\_\_\_, duly adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Law Director

\_\_\_\_\_  
Clerk of Council

