

VILLAGE OF PENINSULA, OHIO
ORDINANCE NO 5-2015
INTRODUCED BY Pam Schneider
DATE PASSED 2/9/15

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE VILLAGE OF RICHFIELD OHIO FOR THE CONFINEMENT OF ITS PRISONERS , AND DECLARING AN EMERGENCY.

WHEREAS, the Village of Peninsula, Ohio is municipal corporation governed by the Ohio Revised Code and is in need of a confinement facility for its prisoners convicted of violations of state law or local ordinance, or who are awaiting hearing or trial of those violations.

WHEREAS, the Village of Peninsula, Ohio wishes to enter into an Agreement with the Village of Richfield, Ohio for the confinement of its prisoners.

WHEREAS, the Village of Richfield, Ohio has been authorized by its Council to enter into an Agreement with the Village of Peninsula, Ohio for the confinement of its prisoners.

WHEREAS, the Contract is for a one year period from January, 2015 thru December 31, 2015, and automatically renews, but can be terminated at any time upon a 30 day written notice of termination from either party.

Now, therefore, be it resolved by the Council of the Village of Peninsula, Summit County, Ohio that:

Section 1. The Mayor is hereby authorized and directed to enter into a written agreement with the Village of Richfield, Ohio for the confinement of its prisoners, a copy of the Agreement is attached as Exhibit A and incorporated as if fully rewritten.

Section 2. That the Council hereby finds and determines that all formal action relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of the 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 welfare of the Village's residents and to allow for the continued operations of the village and shall take effect and be in force from and immediately after its passage.

Section 4. Effective Date of this Resolution shall take effect on the 9 day of Feb 2015.

PASSED:

ATTEST:

John Suel

Douglas G. Mayer
DOUGLAS G. MAYER, MAYOR

JOHN D. STEIGEL FISCAL OFFICER

I John Steigel, Fiscal Officer of the Village of Peninsula, Ohio, Summit County, Ohio do hereby certify that the foregoing Resolution was duly passed by the council of the Village of Peninsula, State of Ohio on the 9 day of Feb 2015.

John Steigel
FISCAL OFFICER

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

This Agreement is entered into on the 9 day of Feb, 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 specifically indemnifies and holds harmless the Village of Richfield and/or its Chief of Police for any decisions made by the Chief pursuant to this Section resulting in liability for the Village of Richfield.

Peninsula will fingerprint and process Peninsula prisoners before being delivered to the Richfield jail. Any and all alcohol tests of Peninsula prisoners will be performed on those prisoners prior to their delivery to the Richfield jail. Breath alcohol testing will be performed at the Village of Richfield Jail. Any and all breath tests that require court appearance shall be reimbursed by the Village of Peninsula. 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 ($\frac{1}{2}$) of the daily rate being assessed to Peninsula.

III. MEDICAL EXPENSES. Peninsula agrees to pay a physician 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 City Jail. Richfield will provide security for Peninsula prisoners until relieved. 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 inflicted with a prior medical problem such as contagious disease, mental condition, illness or injury, severe intoxication, whether from alcohol or controlled substances.

Richfield Chief of Police, or 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 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 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 January 1, 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.

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

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

_____, 2014.

CITY OF RICHFIELD:

BOBBI BESHARA
MAYOR

APPROVED AS TO FORM:

DIRECTOR OF LAW,
VILLAGE OF RICHFIELD

PENINSULA:



DOUGLAS G. MAYER
MAYOR

APPROVED AS TO FORM:

DIRECTOR OF LAW
VILLAGE OF PENINSULA