

ORDINANCE NO. 2012-26

INTRODUCED BY: Mayor Rinker and Council as a Whole

**AN EMERGENCY ORDINANCE  
AUTHORIZING AND DIRECTING THE MAYOR TO  
ENTER INTO AN AGREEMENT WITH  
THE CITY OF BEDFORD HEIGHTS FOR BOARDING OF PRISONERS**

WHEREAS, Section 753.02 of the Ohio Revised Code authorizes Mayfield Village to incarcerate persons charged or convicted of violations of the Ordinances of Mayfield Village; and

WHEREAS, the City of Bedford Heights has agreed to accept Mayfield Village prisoners on a contract basis under the terms and conditions of the Contractual Agreement attached hereto as Exhibit A with charges being assessed to Mayfield Village when they are incurred on a prisoner by prisoner basis; and

WHEREAS, based upon recommendations received from the Chief of the Mayfield Village Police Department, Council wishes to authorize the Mayor to enter into an agreement with the City of Bedford Heights for the boarding of Mayfield Village prisoners; and

WHEREAS, Council deems this contract to be in the best interest of the operations of the Mayfield Village Police Department.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:

SECTION 1. That the Mayor is authorized and directed to enter into an agreement for the boarding of prisoners with the City of Bedford Heights pursuant to the terms and conditions set forth and in a form substantially similar to Exhibit A attached hereto.

SECTION 2. Upon passage and execution of this Ordinance, the Clerk of Council is authorized and directed to certify a copy to the City of Bedford Heights.

SECTION 3. The Council finds and determines that all formal actions of this Council relating to the adoption of this Ordinance have been taken at open meetings of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

SECTION 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the health, safety and welfare of the residents of Mayfield Village, Ohio. It shall, therefore, take effect immediately upon the passage by the affirmative vote of not less than five (5) members elected to Council and approval by the Mayor or otherwise at the earliest time allowed by law.

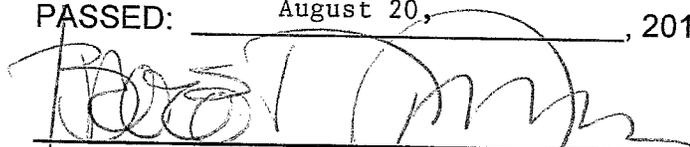
  
\_\_\_\_\_  
WILLIAM BUCKHOLTZ  
Council President

First Reading: August 20, \_\_\_\_\_, 2012

Second Reading: Suspended \_\_\_\_\_, 2012

Third Reading: Suspended \_\_\_\_\_, 2012

PASSED: August 20, \_\_\_\_\_, 2012

  
\_\_\_\_\_  
BRUCE G. RINKER, Mayor

APPROVED AS TO FORM:   
\_\_\_\_\_  
JOSEPH W. DIEMERT, JR.  
Director of Law

ATTEST:   
\_\_\_\_\_  
Mary E. Betsa  
Clerk of Council

BEDFORD HEIGHTS CITY JAIL  
CONTRACTING ENTITY  
CONTRACTUAL AGREEMENT

This agreement made and entered by and between the Mayfield Village Police Department (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, 2012, thru and including December 31, 2012, 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 medically necessary medical costs incurred outside the Bedford Heights Correctional facility by said prisoner(s) of the Contracting Entity subject to the provisions of Mayfield Village Codified Ordinance 139.06, a copy of which is attached

hereto and incorporated herein by reference. Bedford Heights shall use its best efforts to avoid any excess medical expenses.

6. 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.
7. 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.
8. 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.
9. 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. At the end of each month, Bedford Heights shall submit to the Contracting Entity an itemized statement, certified by the Bedford Heights Chief of Police, or other person designated by him, showing the name of the Mayfield Village prisoner, dates of days confined in the Bedford Heights jail, the number of days billed, additional charges billed and their amount, and the amount due from the Contracting Entity on account of each Mayfield Village prisoner's confinement under this agreement.
10. Bedford Heights shall cause Mayfield Village to be named as an additional insured on its Law Enforcement Liability Policy in relation to the keeping, boarding and maintaining of Mayfield Village prisoners in the jail.
11. This agreement supersedes any previous agreement between the parties and shall be effective on August 1, 2012, and shall continue until December 31, 2012, 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.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands at Bedford Heights, Ohio, this 3<sup>rd</sup> day of OCTOBER, 2012.

Witness:

CITY OF BEDFORD HEIGHTS

Patricia F. Stahl

By: Fletcher D. Berger  
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. 2012-179 adopted on the 2<sup>nd</sup> day of October 2012.

Ross S. Cirincione  
Ross S. Cirincione, Law Director

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

MAYFIELD VILLAGE POLICE DEPT.  
(Contracting Entity)

Thomas J. Marrie  
Thomas J. Marrie  
Pro Tem President of Council

By: Bruce G. Rinker  
Mayor Bruce G. Rinker

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

The execution of this Agreement is authorized by Ordinance No. 2012-26 duly adopted on the 20<sup>th</sup> day of August, 2012.

Joseph W. Ditt, Jr.  
Law Director

Theresa E. Bates  
Clerk of Council

**139.06 MEDICAL CARE FOR PRISONERS.**

(a) As used in this section:

(1) "Medical provider" means a physician, hospital, laboratory, pharmacy, or other health care provider that is not employed by or under contract to or with the Village to provide medical services to a person who is imprisoned in an institution and the person is under the control of, or was imprisoned at the direction of, or in custody of, the Village and/or a law enforcement officer of the Village.

(2) "Medically necessary care" means medical care of a non-elective nature that cannot be postponed until after the person who is imprisoned, as set forth in subsection (a)(1) hereof, is released, without endangering the life or health of the person.

(b) The Village is not liable for medical care that is not medically necessary.

(c) If the Village is found to be liable for medically necessary care, the Village's liability to pay or reimburse for medical care that is medically necessary care is limited to an amount not exceeding the amount Medicaid would pay for the care provided if Medicaid covered the same kind of medically necessary care.

(Ord. 2009-19. Passed 6-15-09.)