

RESOLUTION NO. 2018-38

INTRODUCED BY: Mayor Bodnar and Council as a Whole

**AN EMERGENCY RESOLUTION
AUTHORIZING MAYFIELD VILLAGE TO ENTER INTO
CONTRACT WITH THE COUNTY OF CUYAHOGA
TO PROVIDE FOR THE HOUSING AND CARE OF PRISONERS
COMMITTED BY MAYFIELD VILLAGE
ON AN AS-NEEDED BASIS**

WHEREAS, based upon recommendation, it has been deemed in the best interest of the health, safety and welfare of all Village residents and inhabitants to have additional and alternative contracts for the housing and care of prisoners first committed and jailed in Mayfield Village on an "as-needed" basis; and

WHEREAS, the County of Cuyahoga has offered a contract to house and care for prisoners who are committed by Mayfield Village, including the provision of video arraignment services to Lyndhurst Municipal Court in compliance with the Court's requirements on an as-needed basis; and

WHEREAS, the Mayfield Village Police Chief has reviewed the contract offer and recommends that the Village Council approve and accept the aforementioned contract for the housing of prisoners on an as-needed basis.

BE IT RESOLVED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:

SECTION 1. The Council of Mayfield Village hereby accepts and approves the contract attached hereto as **EXHIBIT A** with the County of Cuyahoga for the housing and care of prisoners committed by Mayfield Village on an as-needed basis.

SECTION 2. The Council of Mayfield Village does hereby direct the Mayor and President of Council to enter into contract with the County of Cuyahoga for the housing and care of prisoners on an as-needed basis.

SECTION 3. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution have been taken at open meeting 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 requirements of Section 121.22 of the Ohio Revised Code.

SECTION 4. This resolution is hereby declared to be an emergency measure immediately necessary for the preservation of health, safety and welfare of the residents of Mayfield Village, Ohio, for the reason that it provides for the administration of law enforcement and to provide adequate housing for prisoners committed by Mayfield Village in accordance with the State of Ohio's minimum jail standards. It shall, therefore, take effect immediately upon the passage by the affirmative vote of not less than five (5) members elected to Council and approved by the Mayor or otherwise at the earliest time allowed by law.



JOSEPH M. SAPONARO
Council President

First Reading: August 20, 2018

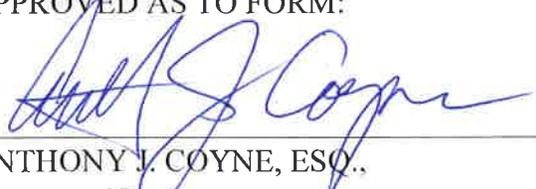
Second Reading: _____, 2018

Third Reading: _____, 2018

PASSED: August 20, 2018



BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:


ANTHONY J. COYNE, ESQ.,
Director of Law

ATTEST: 

MARY E. BETSA, MMC
Clerk of Council

THE COUNTY OF CUYAHOGA PRISONER, BOARD, AND CARE CONTRACT

THIS CONTRACT is entered into this _____ day of _____, 2018 ("effective date"), by and between the County of Cuyahoga, Ohio (hereinafter called the "COUNTY") and the Village of MAYFIELD VILLAGE (hereinafter called "MAYFIELD VILLAGE")

The COUNTY and MAYFIELD VILLAGE hereto agree as follows:

- I. DESCRIPTION OF SERVICES - The COUNTY shall provide the following services:
- A. COUNTY agrees to house prisoners who are committed by MAYFIELD VILLAGE in accordance with the Minimum Standards for Jails in Ohio. COUNTY agrees to comply with all state and federal laws with regard to housing prisoners including, but not limited to, the Prison Rape Elimination Act and the Health Insurance Portability and Accountability Act.
 - B. MAYFIELD VILLAGE will pay the COUNTY \$99 per prisoner per day as full compensation for the supervision, confinement, board, care, and any and all other items, supplies and services involved in keeping the prisoner not specifically set forth in this CONTRACT.
 - C. For purposes of calculating \$99 per day, per prisoner, the first day shall be the day that the prisoner arrives at the COUNTY's jail. The last day shall be the day the prisoner leaves the COUNTY's jail. The \$99 fee shall not be prorated and shall be paid in full if the prisoner spends any portion of a day at the COUNTY jail. The \$99 per prisoner per day fee shall be paid by MAYFIELD VILLAGE within 30 days of receipt of a bill from the COUNTY.
 - D. MAYFIELD VILLAGE Prisoners accepted by the County shall be deemed to be solely in the custody of the County during their incarceration by the County. MAYFIELD VILLAGE in no way undertakes any concurrent responsibility for MAYFIELD VILLAGE prisoners in the custody of the County including, but not limited to, responsibility for payment of any healthcare costs to third parties.
 - E. MAYFIELD VILLAGE is responsible for transporting the prisoner(s) to and from the COUNTY and for transportation to and from court appearances, etc. regardless of the reason for the transportation. Any necessary transportation shall be the responsibility of MAYFIELD VILLAGE. MAYFIELD VILLAGE is also responsible for transporting the prisoner's commitment papers, medical records and any other relevant information from place to place. MAYFIELD VILLAGE will drop off and/or receive all prisoner(s) at the Euclid Jail.
 - F. Documentation - The COUNTY will maintain all prisoner medical records and other information in compliance with state and federal law. The COUNTY shall maintain all records and other information required by state and federal law subject to inspection, review and audit by MAYFIELD VILLAGE.
 - G.  The COUNTY will provide video arraignment services to Lyndhurst Municipal Court in compliance with the Court's requirements, to include the use of Court

designated forms. Documents will be retained and forwarded to the Court and the MAYFIELD VILLAGE Division of Police to the group lists mutually agreed upon. Original forms will be kept for pick-up when applicable.

- H. The COUNTY will provide daily and updated lists of prisoners and their location along with other pertinent data which shall be forwarded to the MAYFIELD VILLAGE Division of Police. The data should eventually be made available via web access.

II. TERM AND BUDGET

This Contract shall run from May 1, 2018 through ^{12/31} April 30, 2019 ("Initial Term"). The services under this CONTRACT are on as needed basis, as determined by MAYFIELD VILLAGE, and there is no obligation on MAYFIELD VILLAGE to procure any minimum amount of services or to expend any minimum dollar amounts.

MAYFIELD VILLAGE shall have the option of renewing the CONTRACT for additional terms of not less than one year each ("Renewal Term") and for revised fees as then negotiated, unless the CONTRACT is terminated as provided herein. Prior to the end of the Initial Term or any Renewal Term of this CONTRACT, the Cuyahoga County Sheriff will review and establish any new services to be added and/or new fees for Services.

- III. ON SITE VISITS – MAYFIELD VILLAGE shall be allowed to access, review and discuss activities and records and shall be allowed to interview and visit the facilities of COUNTY upon request.

- IV. ANTI-DISCRIMINATION – The COUNTY will follow its policies of non-discrimination. The COUNTY hereby agrees that in all matters pertaining to the employment of labor, skilled or unskilled, in the performance of this CONTRACT, the COUNTY shall at all times conduct business in a manner that assures there shall be no discrimination exercised against any person because of race, color, national origin, religion, age, handicap, veteran status or any factor as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that the COUNTY shall fully comply with all appropriate Federal and State laws regarding such regulations including the Americans with Disabilities Act.

- V. ASSIGNABILITY - Work or services covered by this CONTRACT may be subcontracted. The COUNTY shall provide sixty (60) days advance written notice of any subcontracting of the core services of housing, managing, or supervising of prisoners. The COUNTY will make the final decision regarding subcontracting.

- VI. LICENSURE – The COUNTY shall have the appropriate license(s) and/or certification(s) necessary to provide the services of this CONTRACT. The COUNTY shall also immediately notify MAYFIELD VILLAGE of any change in licensure status affected by the certifying authority.

- VII. **AMENDMENT** - This CONTRACT constitutes the entire agreement of the parties in the subject matter hereof and may not be changed, modified, discharged or extended except by written agreement executed by the COUNTY and MAYFIELD VILLAGE.
- VIII. **TERMINATION**
- A. **For Cause:** MAYFIELD VILLAGE or the COUNTY breaches any terms for this CONTRACT or if any of the certifications, representations, and warranties under this CONTRACT turn out not to be true or cease to be true, METRO HEALTH POLICE or the COUNTY shall have the right to immediately terminate this CONTRACT by giving written notice of termination..
- B. **For Convenience:** This CONTRACT may be terminated by the COUNTY or MAYFIELD VILLAGE upon sixty (60) days prior written notice.
- XIX. **BREACH OF CONTRACT REMEDIES** - Upon breach or default of any of the provisions, obligations or duties embodied in this CONTRACT, the parties may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and the parties retain the right to exercise all remedies hereinabove mentioned. If the COUNTY fails to perform an obligation or obligations under this CONTRACT and thereafter such failure(s) is (are) waived by MAYFIELD VILLAGE, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. Waiver by MAYFIELD VILLAGE is not effective unless it is in writing and signed by MAYFIELD VILLAGE.
- XX. **County Code.** All County contracts, including this CONTRACT, are subject to all applicable laws adopted in the Cuyahoga County Code, including but not limited to Title IV: Ethics, and Title V: Contracts and Purchasing. The Cuyahoga County Code and enacted County ordinances are available at <http://code.cuyahogacounty.us>.
- XXI. **Ethics Requirements.** MAYFIELD VILLAGE agrees to remain in compliance with all County Ethics requirements including, as applicable, Vendor Ethics Registration, Vendor Ethics Training, and Registration of all Lobbyists retained by the Contractor. The Contractor shall consult the Cuyahoga County Office of Inspector General to ensure it is in full compliance with all County Ethics requirements. The Inspector General's website may be found at <http://inspectorgeneral.cuyahogacounty.us>.
- XXII. **PUBLIC RECORDS** - All parties hereto acknowledge that the COUNTY is a political subdivision in the State of Ohio and as such is subject the Ohio Revised Code and other law related to the keeping and access to Public Records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules effecting any and all manner of communication with the COUNTY and any and all documents in any format or media.
- XXIII. **GOVERNING LAW AND JURISDICTION** - This CONTRACT shall be governed by and construed under the laws of the State of Ohio without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Ohio will have

exclusive jurisdiction over any claim arising out of this CONTRACT, and each party consents to the exclusive jurisdiction of such courts. MAYFIELD VILLAGE hereby agrees not to challenge any provision in this CONTRACT, including this Governing Law and Jurisdiction provision, and not to attempt to remove any legal action outside of Cuyahoga County for any reason.

- XXIV. This CONTRACT has been properly authorized pursuant to the required provisions of any and all charter provisions, ordinances, resolutions and regulations of COUNTY and MAYFIELD VILLAGE. The individuals signing on behalf of the parties to this CONTRACT are authorized to execute this CONTRACT on behalf of the COUNTY and MAYFIELD VILLAGE. MAYFIELD VILLAGE recognizes and agrees that no public official or employee of COUNTY may be deemed to have apparent authority to bind the COUNTY to any contractual obligations not properly authorized pursuant to COUNTY'S Contracting and Purchasing Procedures. The signatory parties are legally bound by the terms and conditions of this CONTRACT as of the "effective date" of the CONTRACT.
- XVII. ELECTRONIC SIGNATURES - By entering into this CONTRACT, MAYFIELD VILLAGE agrees on behalf of the contracting business entity, its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring county signatures may be executed by electronic means and that the electronic signatures affixed by the COUNTY to said documents shall have the same legal effect as if the signature was manually affixed to a paper version of the document. MAYFIELD VILLAGE also agrees to be bound by the provisions of chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.
- XVIII. This Contract supersedes all prior prisoner board and care contracts between the parties related to the subject matter contained herein.

The COUNTY and MAYFIELD VILLAGE have executed this CONTRACT as of the date first above written.

Cuyahoga County, Ohio

By: _____
Armond Budish, County Executive

Village of MAYFIELD VILLAGE, Ohio

By: Brenda T Bourne 8-24-18

Approved as to legal form:

Anthony J. Coyne