

Introduced by _____
Motioned by _____
Seconded by _____
1st Reading _____
2nd Reading _____
Third Reading _____
Under suspension _____

RESOLUTION NO. 2020 - 03

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**A RESOLUTION AUTHORIZING THE MAYOR TO
 ENTER INTO AN AGREEMENT WITH THE CITY OF
 BEDFORD REGARDING THE CUSTODY, SUPERVISION,
 CONFINEMENT AND BOARD OF PRISONERS AND
 DECLARING AN EMERGENCY**

WHEREAS, the Village Oakwood and the City of Bedford wish to enter into an Agreement for the future custody, supervision, confinement and board of Oakwood Villages prisoners.

NOW THEREFORE, BE IT RESOLVED by the Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio that:

SECTION 1. The Mayor be and is hereby authorized to enter into an Agreement with the City of Bedford for the custody, supervision, confinement and board of Oakwood Villages prisoners, a copy of said Agreement is attached hereto, expressly made a part hereof by reference and marked Exhibit "A".

SECTION 2. 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 inhabitants of the Village, the reason for the emergency being that the same relates to the daily operation of a municipal department, therefore, provided it receives two-thirds ($\frac{2}{3}$) of the vote of all members of Council elected thereto, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____

Johnnie A. Warren, President of Council

Debra L. Hladky, Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Gary V. Gottschalk

I, Debra L. Hladky, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Resolution No. 2020-03 was duly and regularly passed by this Council at the meeting held on the ____ day of _____, 2020.

Debra L. Hladky, Clerk of Council

POSTING CERTIFICATE

I, Debra L. Hladky, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Resolution No. 2020-03 was duly posted on the ____ day of _____, 2020, and will remain posted for a period of fifteen (15) days thereafter in the Council Chambers and in not less than five (5) of the most public places in the municipality as determined by the Council of the said Village.

Debra L. Hladky, Clerk of Council

DATED: _____

EXHIBIT A

BEDFORD CITY JAIL CONTRACTING ENTITY CONTRACTUAL AGREEMENT

This agreement made and entered into by and between Oakwood Village. (hereafter called Contracting Entity) and the City of Bedford, Ohio (hereafter called Bedford);

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 owns and operates a 12-day jail.

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

1. The Contracting Entity may send to Bedford and Bedford agrees to accept from the Contracting Entity such prisoner(s) as Contracting Entity is unable to accommodate for and Bedford will provide custody, supervision, confinement, and board for the Contracting Entity prisoner(s). The Contracting Entity shall furnish transportation for prisoner(s) to Bedford City Jail.
2. Effective February 1, 2020, on a month-by-month basis through February 1, 2021, the Contracting Entity agrees to pay Bedford the sum of five thousand six hundred dollars (\$5,600) per month as full compensation for supervising, confining, and boarding each prisoner.
3. BAC Verifier testing will be the responsibility of the Contracting Entity and is not part of this agreement.
4. The Contracting Entity will serve all appropriate and necessary legal documents required to hold and/or charge a prisoner(s) including but not limited to traffic ticket, summons, warrant, or 48 hour probable cause.
5. The Contracting Entity will assume responsibility for the transportation and appearance of prisoner(s) at all court/legal proceedings, and medical or other appointments. Video arraignments will be handled by Bedford.
6. The Contracting Entity further agrees to pay for any medical costs incurred outside the Bedford City Jail by said prisoner(s) of the Contracting Entity.
7. The Contracting Entity further agrees to pay or reimburse Bedford for any expenses incurred in rendering or securing other medical, surgical, dental, or

mental health services, including medications and surgical operations, for or to such prisoner(s).

8. Bedford agrees that where hospital services are required for any such prisoner(s), such services shall be provided at University Hospitals Bedford Medical Center, 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) while being treated at any facility outside the Bedford City Jail. The Contracting Entity will have an officer respond immediately to the medical facility for security upon notification from Bedford. The need for such services shall be determined by the medical staff of the Bedford City Jail.

Prisoner(s) deemed suicidal or displaying suicidal tendencies at any point will become the responsibility of the Contracting Entity to provide watch or find other housing.

The Contracting Entity will provide assistance in restraining combative prisoners and/or placing them in a restraint chair.

9. Bedford may reject or refuse to receive any prisoner who may be inflicted with a prior medical problem such as contagious disease, mental condition, illness, injury that has not been first treated prior to entry into the Bedford City Jail, or if space is unavailable or limited. The Contracting Entity will be required to find their own housing for said prisoner(s). The Bedford 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.
10. Bedford, subject to other terms of this agreement, shall provide space for Contracting Entity for two male prisoners and one female prisoner (or such other number of prisoners as agreed to between the parties on an "as-needed" basis). This Agreement is subject to daily availability of space in the Bedford City Jail. The parties recognize Bedford may have commitments with other communities and entities for jail space, including their own jail needs. These other commitments may affect availability of space and may be reason to remove prisoner(s) of the Contracting Entity from the Bedford City Jail and return the custody, supervision, confinement and board of them to the Contracting Entity. Bedford shall make a good faith attempt to provide jail space for Contracting Entity as noted herein. However, in the event that Bedford cannot provide space for the Contracting Entity because the jail is full, Bedford will immediately notify Contracting Entity that it is temporarily unable to provide jail space at the Bedford City Jail.

In the event Bedford has commitments that will affect availability of space and may have reason to remove inmate(s) of the Contracting Entity from the Bedford City Jail, the Contracting Entity will be required to relocate their prisoner(s), including transportation to another facility.

11. 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.

12. This agreement supersedes any previous agreement between the parties and shall be effective on February 1, 2020 and will be automatically renewed each month. 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, Ohio, this _____ day of _____ A.D., 2020.

City of Bedford

Oakwood Village

By: _____
City Manager, Mike Mallis

By: _____
Mayor, Gary Gottschalk

Date: _____

Date: _____

Approved as to form with regard to the
City of Bedford Law Director:

Approved as to form with regard to the
Oakwood Village Law Director:

John Montello

James Climer

Date: _____

Date: _____