

RESOLUTION NO.: 166-2025

INTRODUCED BY: Mayor Thomas

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CUYAHOGA COUNTY FOR JAIL SERVICES FOR CITY PRISONERS.

WHEREAS, the Mayor/Director of Public Safety and the Chief of Police have found that there has been more efficient use of police officer time and resultant continuing long-term cost savings for the City of Richmond Heights since the City stopped using its own jail facilities in 2017, and they recommend continuing to contract with Cuyahoga County to use its jail facilities on a per day/per prisoner cost basis;

WHEREAS, the County has full-service jail facilities for inmate board and care available at its main jail facility in downtown Cleveland by contract for municipalities at a reasonable per diem/per prisoner cost;

WHEREAS, the current two-year contract with the County is expiring after December 31, 2025, and the County is offering to continue to provide such services for a term of two (2) years, commencing January 1, 2026, and continuing through December 31, 2027, at the cost of \$234.00 per day/per prisoner for services provided through December 31, 2026, and at the cost of \$257.00 per day/per prisoner for the remainder of the term;

WHEREAS, this Council accepts the recommendations of the Mayor/Director of Public Safety and the Chief of Police in this regard as an efficient and economical use of City resources.

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

Section 1: The Mayor is authorized to execute an agreement by and between Cuyahoga County and the City substantially in the form of the agreement attached hereto as Exhibit "A" for inmate board and care commencing January 1, 2026 and continuing through December 31, 2027, at the cost to the City of \$234.00 per day/per prisoner for services provided in calendar year 2026 and \$257.00 per day/per prisoner for the remainder of the term under such other terms and conditions as determined to be reasonable by the Mayor/Director of Public Safety and the Chief of Police and in proper legal form as determined by the Director of Law.

Section 2: The Director of Finance is authorized to appropriate funds from fund #100-1250-52210 for the cost of the agreement authorized in Section 1 of this Resolution.

Section 3: 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 4: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: December 9, 2025

APPROVED: December 9, 2025

ATTEST: Tracey Blair
Tracey Blair
Clerk of Council


Kim A. Thomas, Mayor


Bobby Jordan
President of Council

EXHIBIT "A"

INMATE, BOARD, AND CARE CONTRACT

by and between

CUYAHOGA COUNTY, OHIO

and

RICHMOND HEIGHTS, OHIO

THIS CONTRACT, ("Contract"), effective January 1, 2026 (the "Effective Date"), is made by and between the County of Cuyahoga, Ohio (hereinafter called the "County") and the City of Richmond Heights, Ohio (hereinafter called "Richmond"). The County and Richmond may sometimes hereinafter be collectively referred to as the "Parties."

The County and Richmond agree as follows:

I. DESCRIPTION OF SERVICES – County shall house Richmond Inmates as defined and otherwise provided herein:

A. The County agrees to house inmates (defined as "Richmond Inmates") who have been:

- i. arrested, and prior to commitment for housing at the Cuyahoga County Corrections Center ("CCCC"), charged with at least one (1) offense by Richmond municipal police officers; or
- ii. convicted and sentenced to a term of incarceration at the CCCC by the Richmond Heights Municipal Court

B. The County shall house Richmond Inmates in accordance with the Minimum Standards for Jails in Ohio -Full-Service Facility according to O.R.C. 5120.10 and outlined by the Ohio Department of Rehabilitation and Correction-Bureau of Adult Detention. The County agrees to comply with all applicable state and federal laws with regards to housing inmates including, but not limited to, the Prison Rape Elimination Act (PREA) and the Health Insurance Portability and Accountability Act (HIPAA).

C. Richmond Inmates shall meet criteria for housing at the County as determined by the County. County shall provide any such criteria in writing to Richmond prior to adoption.

D. Richmond must complete the following within the stated time limits. Richmond's failure to do so may, in County's discretion, result in the release of the inmate:

- i. Within the first six (6) hours of being booked into the CCCC, Richmond shall complete any interview and follow-up investigations of Richmond Inmates. If more time is needed, Richmond may request additional access to the Richmond Inmate, which request the County may, in its sole discretion, grant or deny. If interviews and follow-up investigations must take place outside of the booking area, the County

will make good-faith efforts to work with Richmond to provide access based on the availability of County Corrections Officers needed for escorting the Richmond Inmate. Such accommodation shall be made at the County's sole discretion.

- ii. Within forty-eight (48) hours of arrest, Richmond will:
 - a. complete any charge modifications, and
 - b. receive a probable cause determination from a court of competent jurisdiction.

E. The County shall not be required to accept any Richmond Inmates, or any other persons, into custody prior to medically clearing such person. Criteria for medically clearing such persons shall be determined in County's sole discretion.

F. Medical Care:

- i. Richmond Inmates medically cleared and accepted by the County shall be deemed to be solely in the custody of the County during their incarceration by the County. If an arrestee is not medically cleared by the County, Richmond will be solely responsible for transporting the arrestee to and from any local hospital or healthcare facility, until the arrestee receives a signed medical clearance, in a form acceptable to County, from the hospital, health care facility, or healthcare provider. Richmond will be responsible for any and all resulting costs, including healthcare costs, until the arrestee is ultimately accepted by the County. Richmond may take arrestees to any hospital they choose. Except as otherwise agreed to in this Agreement, Richmond shall not have concurrent financial responsibility for Richmond Inmates in the custody of the County including, but not limited to, responsibility for payment of healthcare costs or other services that occur after the County has accepted the Richmond Inmate.
- ii. Subject to the terms herein, County will ensure that all Richmond Inmates housed at the CCCC receive all necessary medical or physical care, indigent hygiene packs, and supplies as may be required by the Minimum Standards for Jails in Ohio-Full-Service Facilities. To avoid confusion, County's responsibility for any such medical expenses shall commence only after they have been medically cleared by County as described herein.
- iii. Richmond shall notify County at the time of booking if it knows of any regular daily maintenance medication that the Richmond Inmate requires. Any additional and/or continuing medication provided to a Richmond Inmate at the CCCC will be billed to Richmond.
- iv. All bills for costs or expenses due under this Agreement shall be invoiced by County, and sent by mail to Richmond at the following address:

[NAME],[TITLE]
[Formal Name of EC Police Dept.]
[ADDRESS]

The County shall make the final determination regarding whether an item is payable under this Contract.

G. Transportation of Richmond Inmates:

- i. Richmond is solely responsible for transporting Richmond Inmates to and from the CCCC and for transportation to and from all other necessary appearances and appointments including, but not limited to, court appearances and outside medical appointments, regardless of the reason for the transportation. Richmond will provide, at its expense, hospital/medical office security detail, twenty-four (24) hours per day, for any Richmond Inmate that requires Outside Medical Care. Richmond is also responsible for transporting the Richmond Inmates' commitment papers, medical records, and any other relevant information from place to place. Richmond will provide the County with a list of Richmond Inmates to be transported from the CCCC no later than 4:00 pm on the day before they are to be picked up. The County will not be required to allow Richmond to pick up Richmond Inmates if the County receives this notice after 4:00 pm the day before.
- ii. In the event that emergency care is required, the County agrees to provide transportation for Richmond Inmates from the County to an appropriate hospital or healthcare facility and back to the CCCC. Richmond will provide, at its expense, hospital security detail, twenty-four (24) hours per day, for any Richmond Inmate that requires a hospital visit and/or admission.

H. The County will maintain all Richmond Inmates' medical records to the extent required by, and in compliance with state and federal law. The County shall maintain any other records and/or other information as is required by state and federal law, subject to inspection, review, and audit by Richmond upon reasonable notice.

I. The County will provide video arraignment services to Richmond at dates and times approved by the County. The County will retain any video arraignment documents as may be required by and in accordance with applicable record retention schedules and/or state and federal law. Upon reasonable request, County will forward such documents to Richmond, or a party designated by Richmond, provided that the designated party is permitted by law to have the subject document. Original forms will be kept for pick-up when applicable.

J. The County will use good faith efforts to provide a daily list of Richmond Inmates in the CCCC to Richmond at an email address provided by Richmond. The data will be made available via web access, at which point Richmond will be responsible for running daily reports, in a form acceptable to County, on Richmond Inmates and entering Court information. Until the time the data is made available via web access, Richmond will promptly provide the County with notice on when the Richmond Inmates are to be released. The County is not liable for any gaps, delays, or inaccuracies in the list. Richmond is responsible for maintaining a record for tracking and identifying Richmond Inmates that Richmond has committed to the CCCC.

- K. Richmond will provide the County with contact information for resolving matters with Richmond Heights Municipal Court and the Richmond Police Department on a 24/7/365 basis.
- L. Richmond shall reimburse the County for ordinary wear and tear or other damage to the County's real and/or personal property or for any personal property of any of the County's officials, agents, or employees caused by Richmond Inmates.
- M. Richmond shall reimburse the County for the negligent or intentional acts of Richmond Inmates that occur during their housing at the CCCC, and that result in damage to the County's real or personal property.

II. **TERM AND BUDGET** – The term of this Contract shall **commence on the Effective Date** and, unless earlier terminated in accordance with the provisions of this Contract, shall continue in effect until **December 31, 2027**(the “Initial Term”). The services under this Contract are on as needed basis, as determined by Richmond, and there is no obligation on Richmond to procure any minimum amounts of services or to expend any minimum dollar amounts.

III. **PER DIEM REIMBURSEMENT** - Richmond will pay the County **Two Hundred Thirty-Four Dollars and Zero Cents (\$234.00)** per inmate per day for the period beginning on the Effective Date, and ending December 31, 2026, and will pay the County **Two Hundred Fifty-Seven Dollars and Zero Cents (\$257.00)** for the remainder of the term, as full compensation for the supervision, confinement, board, care, and any and all other items, supplies and services involved in keeping the inmate not specifically set forth in this Contract (the “Per Diem Rate”), unless otherwise defined in this Contract. For purposes of calculating the Per Diem Rate, per inmate, the first day shall be the day that the inmate arrives at the CCCC and the last day shall be the day the inmate is released from the CCCC, regardless of the time the inmate arrives at or departs from the CCCC. The Per Diem Rate per inmate fee shall be paid by Richmond within thirty (30) calendar days of receipt of an invoice from the County.

IV. **INVOICING AND PAYMENTS** – The County shall invoice Richmond on a monthly basis and will submit an invoice no later than the 15th of the month following the billing period. Richmond shall pay such invoice within thirty (30) calendar days of receipt of the invoice.

V. **ON SITE VISITS** – Richmond may request to access, review, and discuss activities and records related to Richmond Inmates, which request shall not be unreasonably denied. Richmond shall be allowed to visit the CCCC upon reasonable request.

VI. **ASSIGNABILITY** – Work or services covered by this Contract may be subcontracted by the County at its sole discretion. The County shall provide sixty (60) days advance written notice of any subcontracting of the core services of housing, managing, or supervising of Richmond Inmates. The County will make the final decision regarding subcontracting.

VII. 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 Richmond of any change in licensure status affected by the certifying authority.

VIII. 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 both the County and Richmond. Richmond agrees that no representation or warranties shall be binding upon the County unless expressed in writing herein or in a duly executed amendment hereof.

IX. TERMINATION

A. *For Cause:* If Richmond 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, the County or Richmond 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 Richmond 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 a party fails to perform an obligation or obligations under this Contract and thereafter such failure(s) is (are) waived by the other party, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. A waiver is not effective unless it is in writing and signed by the waiving party.

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 – Richmond 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 Richmond. Richmond 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 to the Ohio Revised Code and other laws 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. Richmond 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.

XVII. COUNTERPARTS AND FACSIMILE/ELECTRONIC EXECUTION – This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Contract (and each amendment, modification and waiver in respect of it) by facsimile or other electronic transmission, including email, shall be as effective as delivery of a manually executed original counterpart of each such instrument.

XVIII. ELECTRONIC SIGNATURES - By entering into this Contract, Richmond agrees on behalf of its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring the 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. Richmond 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.

XIX. This Contract has been properly authorized pursuant to the required provisions of any and all charter provisions, ordinances, resolutions and regulations of the County and Richmond. The individuals signing on behalf of the Parties to this Contract are authorized to execute this Contract on behalf of the County and Richmond. Richmond recognizes and agrees that no public official or employee of the County may be deemed to have apparent authority to bind the County to any contractual obligations not properly authorized pursuant to the 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.

XX. This Contract supersedes all prior inmate board and care contracts between the Parties related to the subject matter contained herein.

IN WITNESS WHEREOF, the County and Richmond have executed this Contract as of the Effective Date, as indicated by the latest date of signature of the Parties to this Contract, as written below.

(SIGNATURE PAGE TO FOLLOW)

CUYAHOGA COUNTY, OHIO

BY: _____

Chris Ronayne, County Executive
or designee pursuant to Executive
Orders No. EO2023-0001, dated
February 21, 2023

Date: _____

and

RICHMOND HEIGHTS, OHIO

BY: _____

Name: _____

Title: _____

Date: _____

The legal form and correctness
of this Contract is hereby approved:
Law Department, County of Cuyahoga,
Ohio Nathaniel Hall, Assistant Law
Director Richard D. Manoloff, Director of
Law

Approved as to form:

[NAME], Richmond Heights Law Director

FISCAL OFFICER'S CERTIFICATE

As the fiscal officer of Richmond Heights, Ohio, I certify that as of the date of execution of the within Agreement with Richmond Heights, Ohio, the amount required to satisfy payment under the Agreement has been fully appropriated, or authorized or directed for such purpose and is in the Treasury, or is in the process of collection and is free from any obligation or certification now outstanding.

[NAME], [TITLE]
Richmond Heights, Ohio

DAE