

**AN ORDINANCE  
AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH  
THE CITY OF SOLON FOR PRISONER HOUSING SERVICES, AND  
DECLARING AN EMERGENCY.**

WHEREAS, the Chagrin Falls Police Department apprehends, arrests and has physical custody and control of persons who are suspected of or charged with a violation of law; and

WHEREAS, the Village is responsible for providing proper housing, custody, confinement, feeding, supervision, and care of persons incarcerated by the Village; and

WHEREAS, the Village, based upon its operational needs and facilities, finds it necessary to enter into a contract with another political subdivision for prisoner housing services; and

WHEREAS, the Village desires to enter into an agreement with the City of Solon for prisoner housing services.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF  
CHAGRIN FALLS, CUYAHOGA COUNTY, STATE OF OHIO:**

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into an agreement for Prisoner Housing Services with the City of Solon, Ohio. The fee for housing services is set forth in the agreement, and the agreement shall be initially certified for three thousand dollars (\$ 3,000. .00). A copy of the Prisoner Housing Services Agreement is attached hereto and incorporated herein as "Exhibit A," provided that such agreement shall be amended as determined necessary by the Director of Law to protect the interests of the Village of Chagrin Falls. The Mayor may execute such further documentation and perform such additional actions as may be necessary to accomplish the purposes of the Prisoner Housing Services Agreement.

SECTION 2. That actions of this Council concerning and relating to the passage of this legislation were adopted in lawful meetings of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in compliance with all legal requirements, including Chapter 114 of the Codified Ordinances of the Village of Chagrin Falls.

SECTION 3. That in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls, public notice of this Ordinance shall be given by posting a copy thereof for not less than fifteen (15) days in the Village Hall.

SECTION 4. That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of this Village and for the further reason that this Ordinance must be immediately effective so that the Village may provide for prisoner housing service in a timely manner and thereby protect the public health, safety and welfare; wherefore, provided it receives the requisite number of affirmative votes of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage by this Council and approval by the Mayor; otherwise, it shall take effect and be in force after the earliest period allowed by law.

PASSED: August 8, 2011

  
\_\_\_\_\_  
Council President

**ORDINANCE NO.: 2011- 51**  
**INTRODUCED BY: MRS. LUTZ**

# 2

Submitted to the Mayor for  
his approval on this  
9 day of August, 2011

Approved by the Mayor  
August 9, 2011

  
\_\_\_\_\_  
Mayor

I hereby certify that Ordinance No. 2011- 51 was duly enacted on the 8 day of August  
\_\_\_\_\_, 2011, by the Council of the Village of Chagrin Falls and posted in accordance with  
Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls.

  
\_\_\_\_\_  
Clerk of Council

**AGREEMENT  
BETWEEN THE CITY OF SOLON  
AND THE VILLAGE OF CHAGRIN FALLS  
FOR  
PRISONER HOUSING SERVICES**

The CITY OF SOLON ("Solon") and the VILLAGE OF CHAGRIN FALLS ("Village") agree as of the 17 day of August, 2011 ("Effective Date") that the Village may use the City of Solon Jail Facility ("Facility") for persons to be incarcerated by the Village.

**VILLAGE INFORMATION:**

**VILLAGE:** Village Of Chagrin Falls  
**ADDRESS:** 21 W. Washington Street.  
**CITY:** Chagrin Falls                      **STATE:** Ohio                      **ZIP:** 44022  
**PHONE:** (440) 247-5050  
**CONTACT:** Chief James Brosius

**TERM:**

This Agreement shall be in effect beginning on the Effective Date first stated above and shall end on the same date twenty four (24) months thereafter, unless sooner cancelled by either party, or unless extended by agreement of the parties in writing. Either party may cancel this Agreement without cause by providing the other party at least sixty (60) days advance notice.

**COST PER INMATE:**

The Village agrees to pay Solon seventy-five dollars (\$75.00) per day per prisoner as full compensation for confining, supervising, boarding and providing other services for each prisoner, as agreed to in this Agreement. For the purpose of determining compensation to be paid, any period of eight (8) hours or more in any calendar day shall constitute one day. Any prisoner held for less than eight (8) hours will be billed at a rate of forty-two and 50/100 dollars (\$42.50). Solon shall send an invoice, which details the services provided, to the Village periodically, but no more frequently than monthly. Solon has the right to assess 1% interest per month on any unpaid invoice after sixty (60) days from the date of the invoice. Any interest charged shall not exceed 12% per year and shall not be assessed against any invoice disputed by the Village. Solon shall not assess any interest, penalties, late fees or other charges other than those expressly agreed to in this Agreement.

**THE VILLAGE AGREES TO AND/OR WILL:**

1. Transport prisoners to the Facility as needed by the Village, subject to Solon notifying the Village that it does not have sufficient capacity to accept any more prisoners.
2. Pay charges as specified on this Agreement directly to the City of Solon as billed.
3. Assume responsibility for costs associated with all medical care, prescription medication, and/or other extraordinary costs or services that may arise during Solon's confinement of Village's prisoners.
4. Assume responsibility that all appropriate and necessary legal documents are served on those persons incarcerated by the Village.
5. Assume responsibility for the transportation and appearance of the Village's prisoners at all court/legal proceedings.

6. Supply the City of Solon Correction Officers with sufficient information as may be reasonably required to ensure the completion of all necessary prisoner documentation and processing.
7. Assume responsibility for the timely release of inmates incarcerated by the Village.
8. Pay an additional charge of twenty-five dollars (\$25.00) for each use of Solon's alcohol breath testing equipment (Currently the BAC Datamaster) on Village's prisoners.
9. Ohio Revised Code 5705.41 requires the Village to certify that the funds necessary to pay for this agreement have been appropriated and either collected or are in the process of collection. The Village and Solon agree and acknowledge that the volume of services required by this agreement are not fixed and may vary based upon public safety needs with the Village. The Village, in accordance with Ohio Revised Code 5705.41 will initially certify this agreement for \$ 3,000.00. In the event that services provided by Solon are anticipated to exceed the initial certification amount, as determined by the fiscal Officer of the Village, and/or exceed the initial certification amount, the Village agrees to seek, in good faith and in a timely manner, the appropriation of additional funds from the Village's legislative authority. Upon obtaining the appropriation of additional funds, the agreement shall be re-certified by the Treasurer of the Village.

**THE CITY OF SOLON AGREES TO AND/OR WILL:**

1. Accept prisoners transported to the Facility by Village, except when Solon has notified the Village that it cannot accept the prisoner (s) from the Village due to space or medical condition.
2. Perform City of Solon required booking functions and processing.
3. Ensure the proper housing, custody, confinement, feeding, supervision and care of persons incarcerated by the Village.
4. Provide and complete (with information provided by the Village) the necessary and appropriate forms for reception, booking, and release.
5. Provide emergency care to prisoners of the Village including emergency transportation to a hospital or mental facility as determined by the City of Solon Fire Department and/or the Jail Staff Physician at the Village's cost. The City of Solon Fire Department and/or the Jail Staff Physician shall provide routine medical care to prisoners of the Village at no cost to the Village.
6. Notify the Village as soon as practicable of any medical care and/or other extraordinary costs or services that become necessary.
7. In the event that the Village's prisoner is treated as a patient at any medical facility, the Village will provide security for their prisoner while at the facility. The City of Solon agrees to provide notice to the Village's Chief of Police or the Chief's designee in a timely manner of the need for the Village to provide such security. The City of Solon will provide a police officer or correction officer for a reasonable period of time, not to exceed two hours. If the Village cannot provide security within the two hour timeframe, Solon will continue to guard the inmate at an hourly rate of 1.5 times the top hourly rate under the officer's collective bargaining agreement or highest statutorily established rate of pay. Hourly charges will be included on the periodic invoice.
8. Perform all responsibilities and duties in accordance with all applicable ordinances, law and regulations.

IN WITNESS WHEREOF, authorized representatives of the parties to this AGREEMENT, indicating their party's approval of the terms herein, have signed as of the dates set forth below.

Signed in the presence of:  
Witnesses:

1. Carol J. McDonough

2. \_\_\_\_\_

CITY OF SOLON

By: Susan A. Drucker  
Susan Drucker, Mayor

Date: 8-17-11

The execution of this Agreement is authorized by: \_\_\_\_\_

APPROVED AS TO FORM:

Thomas Lobe  
Thomas Lobe, Director of Law

Date: 8-18-11

1. \_\_\_\_\_

2. \_\_\_\_\_

VILLAGE OF CHAGRIN FALLS

By: Thomas G. Brick  
Thomas G. Brick, Mayor

Date: August 9, 2011

Approved as to form:

Stephen L. Byron  
Stephen L. Byron, Director of Law  
Village of Chagrin Falls

**CERTIFICATE OF AVAILABILITY OF FUNDS**

I certify that the money required to meet this agreement has hereby been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of this fund, free from an previous obligation or certification as required by Ohio Revised Code §5705.01 to §5705.47.

8/9/2011  
Date

David Bloom  
David Bloom, Director of Finance  
Village of Chagrin Falls

# City of Solon

Record of Ordinances

Requested by the  
Safety & Public Properties Committee

ORDINANCE NO: 2011-167

INTRODUCED BY: Bell

AN ORDINANCE AUTHORIZING THE MAYOR, FINANCE DIRECTOR AND POLICE CHIEF TO ENTER INTO AN AGREEMENT WITH THE VILLAGE OF CHAGRIN FALLS TO HOUSE PRISONERS AT THE SOLON DETENTION FACILITY

NOW, THEREFORE, be it ordained by the Council of the City of Solon, State of Ohio:

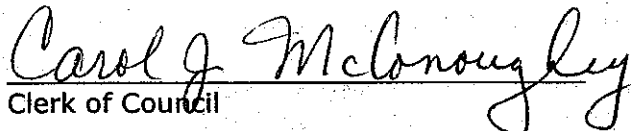
SECTION 1. That the Mayor, Finance Director, and Police Chief be, and they hereby are, authorized and directed to enter into an agreement with the Village of Chagrin Falls to house prisoners at the Solon Detention Facility at a cost of \$75.00 per day per prisoner, a copy of which agreement is attached hereto as Exhibit "A", or in substantial compliance with the same, and incorporated herein fully as if by reference. Further, the Mayor or her designee is also authorized to execute any and all documents in furtherance of the intents of this agreement.

SECTION 2. This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: August 15, 2011

  
Mayor

ATTEST:

  
Clerk of Council

**AGREEMENT  
BETWEEN THE CITY OF SOLON  
AND THE VILLAGE OF CHAGRIN FALLS  
FOR  
PRISONER HOUSING SERVICES**

The CITY OF SOLON ("Solon") and the VILLAGE OF CHAGRIN FALLS ("Village") agree as of the \_\_\_\_\_ day of \_\_\_\_\_, 2011 ("Effective Date") that the Village may use the City of Solon Jail Facility ("Facility") for persons to be incarcerated by the Village.

**VILLAGE INFORMATION:**

**VILLAGE:** Village Of Chagrin Falls  
**ADDRESS:** 21 W. Washington Street.  
**CITY:** Chagrin Falls                      **STATE:** Ohio                      **ZIP:** 44022  
**PHONE:** (440) 247-5050  
**CONTACT:** Chief James Brosius

**TERM:**

This Agreement shall be in effect beginning on the Effective Date first stated above and shall end on the same date twenty four (24) months thereafter, unless sooner cancelled by either party, or unless extended by agreement of the parties in writing. Either party may cancel this Agreement without cause by providing the other party at least sixty (60) days advance notice.

**COST PER INMATE:**

The Village agrees to pay Solon seventy-five dollars (\$75.00) per day per prisoner as full compensation for confining, supervising, boarding and providing other services for each prisoner, as agreed to in this Agreement. For the purpose of determining compensation to be paid, any period of eight (8) hours or more in any calendar day shall constitute one day. Any prisoner held for less than eight (8) hours will be billed at a rate of forty-two and 50/100 dollars (\$42.50). Solon shall send an invoice, which details the services provided, to the Village periodically, but no more frequently than monthly. Solon has the right to assess 1% interest per month on any unpaid invoice after sixty (60) days from the date of the invoice. Any interest charged shall not exceed 12% per year and shall not be assessed against any invoice disputed by the Village. Solon shall not assess any interest, penalties, late fees or other charges other than those expressly agreed to in this Agreement.

**THE VILLAGE AGREES TO AND/OR WILL:**

1. Transport prisoners to the Facility as needed by the Village, subject to Solon notifying the Village that it does not have sufficient capacity to accept any more prisoners.
2. Pay charges as specified on this Agreement directly to the City of Solon as billed.
3. Assume responsibility for costs associated with all medical care, prescription medication, and/or other extraordinary costs or services that may arise during Solon's confinement of Village's prisoners.
4. Assume responsibility that all appropriate and necessary legal documents are served on those persons incarcerated by the Village.
5. Assume responsibility for the transportation and appearance of the Village's prisoners at all court/legal proceedings.