

**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 renew its current contract with the City of Solon beginning on the Effective Date of the attached Exhibit A and continuing for a period of twenty-four (24) months thereafter, unless sooner cancelled by either party, or unless extended by agreement of the parties in writing, 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 Seven Thousand Five Hundred Dollars (\$7,500.00). 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. The funds necessary for the contract authorized in Section 1 of this Ordinance have been appropriated by this Council.

SECTION 4. 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 5. 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: October 14, 2013



Council President

Submitted to the Mayor for
his approval on this
15 day of October, 2013

Approved by the Mayor
October 15, 2013



Mayor

I hereby certify that Ordinance No. 2013-60 was duly enacted on the 14 day of October, 2013, 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

EXHIBIT A

**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 ("Chagrin") agree as of the 15 day of October, 2013 ("Effective Date") that Chagrin may use the City of Solon Jail Facility ("Facility") for persons to be incarcerated by legal authority of Chagrin.

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:

Chagrin agrees to pay Solon seventy-five (\$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 (\$42.50). Solon shall send an invoice to Chagrin 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 Chagrin. 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. Maintain liability insurance or an equivalent insurance rider, with the City of Solon as secondary insured, in an amount not less than \$500,000 per incident or \$1,000,000 per annum for any prisoner housed or confined by the City of Solon as authorized by Chagrin.
2. Transport prisoners to the Facility as needed by Chagrin, subject to Solon notifying Chagrin that it does not have sufficient capacity to accept any more prisoners.
3. Pay charges as specified on this Agreement directly to the City of Solon as billed.

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4. Assume responsibility for costs associated with all medical/psychological/dental/vision care, prescription medication, and/or other extraordinary costs or services that may arise during Solon's confinement of Chagrin's prisoners.
5. Assume responsibility that all appropriate and necessary legal documents are served on those persons incarcerated by Chagrin, with required copies to Solon.
6. Assume responsibility for the transportation and appearance of Chagrin prisoners at all court/legal proceedings.
7. 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.
8. Assume responsibility for the timely release of inmates incarcerated by Chagrin.
9. Pay an additional charge of (twenty-five) \$25.00 for each use of Solon's alcohol breath testing equipment (Currently the BAC Datamaster) on Chagrin's prisoners.
10. Ohio Revised Code 5705.41 requires Chagrin to certify that the funds necessary to pay for this agreement have been appropriated and either collected or are in the process of collection. Chagrin 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 of Chagrin. Chagrin, in accordance with Ohio Revised Code 5705.41 will initially certify this agreement for \$7,500.00. In the event that services provided by Solon are anticipated to exceed the initial certification amount, as determined by the fiscal Officer of Chagrin, and/or exceed the initial certification amount, Chagrin agrees to seek, in good faith and in a timely manner, the appropriation of additional funds from Chagrin's legislative authority. Upon obtaining the appropriation of additional funds, the agreement shall be re-certified by the Treasurer of Chagrin.

THE CITY OF SOLON AGREES TO AND/OR WILL:

1. Accept prisoners transported to the Facility by Chagrin, except when Solon has notified Chagrin that it cannot accept the prisoner (s) due to housing availability or medical/psychological condition.
2. Perform City of Solon required booking functions and processing, with appropriate record access to Chagrin.
3. Ensure the proper housing, custody, confinement, feeding, supervision and care of persons incarcerated by Chagrin.
4. Provide and complete (with information provided by Chagrin) the necessary and appropriate forms for reception, booking, and release.
5. Provide emergency medical/psychological/dental/vision care to prisoners of Chagrin, 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 Chagrin's cost. The City of Solon Fire Department and/or the Jail Staff Physician shall provide routine medical care at no cost to Chagrin.
6. Notify Chagrin as soon as practicable of any medical care and/or other extraordinary costs or services that become necessary.

7. Provide necessary video arraignment services to the Bedford Municipal Court without additional charge.
8. In the event that Chagrin's prisoner is treated as a patient at any medical facility, Chagrin will provide security for their prisoner while at the facility. The City of Solon will provide a police officer or correction officer for a reasonable period of time, not to exceed two hours. If Chagrin 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.

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.

CITY OF SOLON

VILLAGE OF CHAGRIN FALLS

Susan A. Drucker, Mayor

Thomas Brick
Thomas Brick, Mayor

Date: _____

Date: October 15, 2013

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Thomas Lobe, Esq., Director of Law

Stephen Byron
Stephen Byron, Esq., Director of Law

CERTIFICATE OF AVAILABILITY OF FUNDS

I certify that the money required to meet this proposal 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.

10/14/13
Date

Bill B. [Signature]
Treasurer, Village of Chagrin Falls