ORDINANCE NO. 2020-2
INTRODUCED BY: ANDREW ROCKEY (SAFETY)

AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE CITY OF BEDFORD FOR BOARDING OF PRISONERS AND DECLARING AN EMERGENCY.

WHEREAS, the Village of Chagrin Falls ("Village") has determined that it is necessary and appropriate to be able to house prisoners, pursuant to Section 753.02 of the Ohio Revised Code, with various governmental facilities; and

WHEREAS, the Village wishes to enter into a renewal Agreement with the City of Bedford to continue to receive Village prisoners and to keep, board and maintain the Village prisoners in the Bedford City Jail.

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 with the City of Bedford to receive adult Village prisoners and to keep, board and maintain the Village prisoners in the Bedford City Jail, in substantially the form as attached hereto as **Exhibit "A"**.

SECTION 2. 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 3. 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 4. That this Ordinance be and is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the habitants of the Village and for the reason that additional facilities are required to be obtained in order to house prisoners charged with violations of law since the current facilities utilized by the Village are not always available when needed, which Agreement is

required to go into effect immediately due to the need to place prisoners, on an as needed basis, in the Bedford City Jail. Wherefore, provided it receives two-thirds (2/3) of the votes of all members elected to Council, this Ordinance shall be in full 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: January 13, 2020

Erinn Grube, Council President

Submitted to the Mayor for
his approval on this

14th day of January, 2020

Approved by the Mayor

January 14th, 2020

Mayor William Tomko

I hereby certify that Ordinance No. 2020-2 was duly enacted on the 13 day of January 2020, 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, David Bloom

EXHIBIT "A"

BEDFORD CITY JAIL
CONTRACTING ENTITY
CONTRACTUAL AGREEMENT

This agreement made and entered into by and between, The Village of Chagrin Falls (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*** (the Effective Date) and expiring one year from the Effective Date, the Contracting Entity agrees to pay Bedford the sum of seventy-five dollars ($75.00) per day per prisoner as full compensation for supervising, confining, and boarding.

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 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. If services were provided in the preceding month, Bedford shall provide Contracting Entity with an invoice detailing those services. Compensation for rendering of the services hereinbefore described during each calendar month shall be paid to Bedford 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.*** Either party may cancel this contract with a thirty (30) day written notice anytime within the year. Upon expiration of the agreement, the parties may agree to renew the agreement for an additional one (1) year term, upon the same terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands at Bedford, Ohio, this 21 day of January A.D., 2020.

City of Bedford	Village of Chagrin Falls
By: _____	By: _____
City Manager, Mike Mallis	Mayor
Date: 1-21-2020	Date: January 14, 2020

ORDINANCE NO. 2020-2
INTRODUCED BY: ANDREW ROCKEY (SAFETY)

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

John Montello

Date: 1-22-20

Approved as to form with regard to the Village of Chagrin Falls Law Director

Dale H. Markowitz

Date: 2/10/20