

RESOLUTION NO. 2024-11

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

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

WHEREAS due to expenses, availability and staffing Oakwood has ceased using the jail facility located in the City of Bedford and is now utilizing the jail facility in the City of Solon; and,

WHEREAS the Solon jail facility has provided good service on a cost-effective basis and the Village has determined that it is advantageous to enter a contract for jail services with the City of Solon.

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 Solon 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: 3.28.24

Erica L. Nikolic
Erica L. Nikolic, President of Council

Tanya A. Joseph
Tanya A. Joseph, Clerk of Council

Presented to the Mayor 3.29.24

Approved: 3.29.24
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Mayor, Gary V. Gottschalk

I, Tanya A. Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that the foregoing Ordinance No. 2024-11 was duly and regularly passed by this Council at the meeting held on the 28th day of march, 2024.

Tanya A. Joseph
Tanya A. Joseph, Clerk of Council

POSTING CERTIFICATE

I, Tanya A. Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that Ordinance No. 2024-11 was duly posted on the 29th day of march, 2024, and will remain posted in accordance with the Oakwood Village Charter

Tanya A. Joseph
Tanya A. Joseph, Clerk of Council

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

The **CITY OF SOLON** (“**Solon**”) and the **VILLAGE OF OAKWOOD** (“**Oakwood**”) agree as of the 1st day of March, 2024 (“Effective Date”) that Oakwood may use the City of Solon Jail Facility (“Facility”) for persons to be incarcerated by legal authority of Oakwood or its court systems.

INFORMATION:

CITY:	Village of Oakwood
ADDRESS:	24800 Broadway Ave.
CITY:	Oakwood
STATE:	Ohio
ZIP:	44146
PHONE:	440-232-1035
CONTACT:	Chief Mark Garrett

TERM:

This Agreement shall be in effect beginning on the Effective Date first stated above and shall end on the same date **thirty-six (36) months** thereafter, unless sooner cancelled in writing by either party, or unless extended by agreement of the parties in writing. For purposes of this Agreement, the term is divided into **three** consecutive twelve-month periods referred to as “Contract Years.” Either party may cancel this Agreement without cause by providing the other party at least ninety (90) days advance written notice.

In the event that this Agreement is cancelled by the City of Solon prior to its expiration, Oakwood shall be entitled to a one-time credit on account equal to no more than one month’s Base Amount due for annualized service costs as specified below.

In the event that this Agreement is cancelled by the Village of Oakwood prior to its expiration, Oakwood shall be responsible only for an amount equal to the Base Amount, as defined herein, multiplied by the number of months the service is used (i.e. until the cancellation is effective), except that the amount owed for the final month shall be a pro-rated amount of the monthly Base Amount, for the actual number of days in that month until the cancellation date, plus additional charges as permitted in this Agreement.

ANNUALIZED SERVICE COSTS:

Oakwood agrees to pay Solon fifty-four thousand and 00/100 \$54,000.00 per annum as compensation for confining, supervising, boarding and providing other services for any and all prisoners, subject to the credit and additional fee provision below, plus additional and medical care costs, as agreed to in this Agreement. Solon shall send an invoice to Oakwood periodically, but no more frequently than monthly: monthly invoices shall have a base amount due of \$4,500.00 (“Base

Amount”), plus other accrued charges as specified below. 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 Oakwood. Solon shall not assess any interest, penalties, late fees or other charges other than those expressly agreed to in this Agreement.

THE VILLAGE OF OAKWOOD AGREES TO AND/OR WILL:

1. Transport prisoners to the Facility as needed by Oakwood Police, subject to Solon notifying Oakwood that it does not have sufficient capacity to accept any more prisoners or that prisoners cannot be housed due to medical, psychological, dental, vision, legal, or other extraordinary circumstance.
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, psychological, dental, vision care, prescription medication, and/or other extraordinary costs or services that may arise from Solon’s confinement of Oakwood’s prisoners.
4. Assume responsibility that all appropriate and necessary legal documents are served on those persons incarcerated by Oakwood, with required copies to Solon.
5. Assume responsibility for the transportation and appearance of Oakwood’s prisoners at all in-person court or 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 notice of release of inmates incarcerated by Oakwood.
8. Assign any rights of revenue or collection from any third party to Solon regarding any sentenced prisoner that the County will pay housing or medical reimbursement for to Oakwood.
9. Maintain liability insurance or an equivalent insurance rider 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 Oakwood.
10. Ohio Revised Code 5705.41 requires that Oakwood certify that the funds necessary to pay for this agreement have been appropriated and either collected or are in the process of collection. Oakwood 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 within Oakwood. Oakwood, in accordance with Ohio Revised Code 5705.41 will initially

certify this agreement for \$60,000.00 In the event that services provided by Solon are anticipated to exceed the initial certification amount, as determined by the fiscal officer of Oakwood, and/or exceed the initial certification amount, Oakwood agrees to seek, in good faith and in a timely manner, the appropriation of additional funds from Oakwood's legislative authority. Upon obtaining the appropriation of additional funds, the agreement shall be re-certified by the fiscal officer of Oakwood.

THE CITY OF SOLON AGREES TO AND/OR WILL:

1. Accept prisoners transported to the Facility by the Oakwood Police Department, except when Solon has notified Oakwood that it cannot accept the prisoner (s) from Oakwood due to housing availability, or medical, psychological condition.
2. Perform City of Solon required booking functions and processing, with records access to the Oakwood Police Department.
3. Ensure the proper housing, custody, confinement, feeding, supervision and care of persons incarcerated for Oakwood.
4. Provide and complete, (with information provided by the Oakwood Police Department) the necessary and appropriate forms for reception, booking, and release, with the exception to DNA collection.
5. Provide video arraignment services from the Facility to the Bedford Municipal Court at no additional cost to Oakwood.
6. Facilitate emergency medical, psychological, dental, or vision care to prisoners of Oakwood, 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 Oakwood's cost.
7. The City of Solon Fire Department and/or the Jail Staff Physician shall provide routine medical care at no additional cost to Oakwood.
8. Notify the Oakwood Police Department as soon as practicable of any medical care and/or other extraordinary costs or services that become necessary, and prior to transport to a medical facility for any non-emergency care.
9. In the event that Oakwood's prisoner is treated as a patient at any medical facility, the Oakwood Police will maintain responsibility for security for their prisoner while at that facility. The City of Solon will provide a police officer or correction officer for a reasonable period of time, not to exceed one hour. The City of Solon agrees to provide notice to Oakwood's Chief of Police or the Chief's designee in a timely manner of the need for Oakwood to provide such security. If the Oakwood Police Department cannot provide security within the one-hour time frame, 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

Edward H. Kraus, Mayor

Date: _____

APPROVED AS TO FORM:

Thomas Lobe, Esq., Director of Law

VILLAGE OF OAKWOOD

Gary V. Gottschalk, Mayor

Date: 3.29.24

APPROVED AS TO FORM:

James Climer, 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 any previous obligation or certification as required by Ohio Revised Code §5705.01 to §5705.47.

Date

Brian Thompson, Fiscal Officer,
Village of Oakwood