

FIRST READING: 3.25.19
SECOND READING: 4.8.19
THIRD READING: 4.22.19

AMENDED ORDINANCE NO. 24-19
BY: THOMAS J. HUNT

AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITIES OF BAY VILLAGE, WESTLAKE, AND ROCKY RIVER REGARDING THE HOUSING OF JAIL INMATES, ATTACHED HERETO AS EXHIBIT A

WHEREAS: The City of Rocky River has ongoing plans for the demolition of its current Police Department and jail, and concomitant with this process the City administration deems it necessary to seek alternative locations to house jail inmates taken into custody by its police department during the demolition and construction phase for a new police department and jail; and

WHEREAS: the cities of Bay Village and Westlake though its respective police departments, have offered to assist the Rocky River Police Department in the housing of its jail inmates during the aforesaid demolition and construction process according to the terms and conditions of the Memorandum of Understanding attached as Exhibit A; and

WHEREAS: the Rocky River City Council deems it to be in the best interest of its City to authorize the Mayor to enter into the Memorandum of Understanding.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ROCKY RIVER, COUNTY OF CUYAHOGA, STATE OF OHIO:

SECTION 1. - That the Mayor be and she is hereby authorized to enter into a Memorandum of Understanding between the cities of Bay Village, Westlake and Rocky River regarding the housing of jail inmates according to the terms and conditions in Exhibit A attached.

SECTION 2. - That funds for the services listed in the attached Memorandum shall be paid from the Police Department budget in the General Fund.

SECTION 3. - That this Ordinance is hereby declared to be an emergency measure, necessary for the immediate preservation of public peace, health and safety, and for the further reason that it is anticipated that the demolition and construction of the existing Rocky River Police Department and jail will commence by June 1, 2019, and provided it receives the affirmative vote of two-thirds (2/3) of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: April 22nd, 2019

James W. Moran
JAMES W. MORAN
President of Council

PRESENTED

TO MAYOR: April 22nd, 2019 APPROVED: April 22nd, 2019

WITNESSETH:

Andrew G. Pease
ANDREW G. PEASE
Clerk of Council

Pamela E. Bobst
PAMELA E. BOBST
Mayor

I, the undersigned clerk of council of the City of Rocky River, State of Ohio, do hereby certify that publication of the foregoing ordinance was duly made by posting a true copy thereof in the lobby of the Rocky River City Hall, in accordance with the charter of Rocky River, commencing on the 22nd day of April, 20 19.

Andrew G. Pease
Clerk of Council of the City of Rocky River, Ohio

It is hereby certified that the amount required for the execution of this Ordinance has been lawfully appropriated or authorized or directed for such purpose and is in the treasury or in the process of collection to the credit of the fund described herein free from any obligation or certification now outstanding.

Michael Thomas
MICHAEL THOMAS, CPA
Director of Finance

/m/ordinances:MOU Jail

City of Rocky River } ss
County of Cuyahoga }

THE UNDERSIGNED CLERK OF THE COUNCIL OF THE CITY OF
ROCKY RIVER, OHIO DOES HEREBY CERTIFY THAT THE
FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE
NO. 24-19, ADOPTED BY THE COUNCIL OF SAID CITY
ON THE 22nd DAY OF April, 2019, THAT THE
PUBLICATION OF SUCH ORDINANCE HAS BEEN MADE AND
CERTIFIED OF RECORD ACCORDING TO LAW; THAT NO
PROCEEDINGS LOOKING TO A REFERENDUM UPON SUCH
ORDINANCE HAVE BEEN TAKEN; THAT SUCH ORDINANCE AND
THE CERTIFICATE OF PUBLICATION THEREOF, ARE OF RECORD
IN ORDINANCE RECORD NO. 24-19

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED
MY NAME AND AFFIXED MY OFFICIAL SEAL THIS 22nd DAY OF
April, 2019.

Andrew L. Quade
CLERK OF COUNCIL OF THE CITY OF ROCKY RIVER, OHIO

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") dated MM/DD/YY is made by between, and among the City of Bay Village, the City of Rocky River, and the City of Westlake (collectively, "Parties").

* * * * *

The City of Rocky River ("River") will soon begin construction on a new building to house its police department and related function, including the city jail. Construction is scheduled to begin on or about _____, 2019, with the anticipated completion date of _____, 2020. During the construction, prisoners housed in the current River Jail will need to be relocated to secure facilities.

1. Terms and conditions. The City of Bay Village ("Village") and the City of Westlake ("Westlake") (collectively "housing Entity") have each agreed to house a portion of the prisoners otherwise confined at the River jail ("Inmates") on an as-needed basis, subject to the following terms and condition:
 - a. Each Housing Entity agrees to accept from River any Inmate tendered to it on a non-discriminatory basis, provided that the acceptance of such Inmate will not cause the Housing Entity to exceed the maximum housing capacity for the Housing Entity.
 - b. In exchange for the temporary housing of Inmates, River will pay the sum of \$125.00 on a per diem basis to the Housing Entity for each Inmate so housed. An inmate booked and released within 2 hours of arrival at the Housing Entity will not be subject to the per diem charge. Housing Entity will invoice River monthly and payment shall be due within 15 days of the date of the invoice(s). A late payment charge equal to the lesser of 1.5% per month may be applied to any outstanding balances.
 - c. All transportation of Inmates to or from the Housing Entity, other than on an emergent basis, will be provided by and be at the expense of River for the duration of this MOU. River shall be required to provide a River sworn police officer to remain with its Inmate during all phases of the booking process. Housing Entity may relieve the River sworn police officer should an emergency so require.
 - d. River agrees to assume full responsibility for any liability associated with its transportation of Inmates to or from the Housing Entity.
 - e. In the event the Housing Entity is required to transport an Inmate on an emergent basis, River agrees to reimburse the Housing Entity the full costs associated with such transportation, including, but not limited to, actual costs of transportation and the provision of medical or other care, including necessary services and supplies, provided to the Inmate resulting from or providing the need for the emergent transportation.
 - f. River agrees to assume and indemnify and/or defend the Housing Entity for any and all costs or liability incurred by the Housing Entity for the provision of temporary housing of Inmates, whether such costs or liability is incurred because of acts or omissions of Inmates, including, but not limited to injuries or damages caused by Inmates to the Housing Entity's facility or persons housed within, employed by, or otherwise contained within the Housing Entity's facility, provided that River will not be required to indemnify the Housing Entity for costs or liability caused solely by the negligent acts of the Housing Entity.
 - g. Insurance: River agrees that in order to protect itself, as well as the Housing Entities, it will obtain and keep in full force, general liability, auto liability, and police professional liability insurance that will fully protect Housing Entity and River against claims of any and all persons arising out of or resulting from the services provided by Housing Entity under this agreement. The limits shall not be less than \$2,000,000.00 with respect to any occurrence resulting in injury, death, or property damage. Village and Westlake shall be named as additional insured and a Certificate of Insurance shall be provided to the Village and Westlake at no cost.
2. Termination. This MOU shall terminate within three (3) days of the completion of the River Police Department and city jail, the passage of all necessary inspections and the receipt of all necessary certifications required by the State of Ohio or other entities having oversight of the jail facilities authorizing

River to resume housing its own prisoner population. River agrees that it will act with all necessary and due haste to complete all steps necessary to complete the inspections and obtain the certifications in a timely manner.

3. Compliance. Each Housing Authority represents and agrees that they are currently in compliance with and will remain compliant with all rules and regulations of the Standards for Jails in Ohio promulgated by the Bureau of Adult Detention.
4. Binding effect. This MOU shall inure to the benefit of and be binding upon each of the Parties and their respective officers, departments, and legal representatives, successors and assigns.
5. Multiple Counterparts. This MOU may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
6. Representations. The undersigned represent and warrant that they are the duly authorized representatives of the Parties and have been fully authorized to enter into this MOU. A copy of the resolutions authorizing the signatories herein to enter into this MOU are attached hereto and made a part of the MOU.
7. Severability. The provisions of this MOU are severable, and if any provision should, for any reason, be held invalid or unenforceable in any respect, it will not invalidate, render unenforceable or otherwise affect any other provision, and such invalid or unenforceable provision will be construed by limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable law.
8. Construction of MOU. Each signatory to this MOU acknowledges that the Parties have jointly and equally participated in the negotiation and drafting of his MOU, which shall not be construed more in favor of or against any of the Parties.
9. **Entire Agreement:** This MOU constitutes the entire Agreement between the parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof. This MOU may only be modified as amended by mutual written agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the date first set forth herein above.

On behalf of the City of Rocky River



Name: Pamela E. Bobst

Title: Mayor

On behalf of the City of Bay Village

Name:

Title:

On behalf of the City of Westlake

Name:

Title:

Approved As to Form:

Michael P. Maloney, Director of Law
City of Westlake, Ohio

rev. 04/22/19