

RESOLUTION NO.: 2012-R33
SPONSOR: MAYOR NORTON
INTRODUCED: AUGUST 14, 2012 **ASSIGNED TO:** PUB. SAFETY

A RESOLUTION AUTHORIZING THE CITY OF GREEN TO RENEW ITS CONTRACT WITH ORIANA HOUSE, INC., AND DECLARING AN EMERGENCY.

WHEREAS, as a municipality, the City of Green is required to pay for work release programs, halfway house programs, and home incarceration programs for criminal defendants charged and convicted of violating City of Green municipal ordinances; and

WHEREAS, Oriana House, Inc. is an organization duly authorized to provide work release program services, halfway house services, and home incarceration services to charged and convicted defendants; and

WHEREAS, the City has currently contracted with Oriana House, Inc. for these services; and

WHEREAS, it is in the best interest of the City of Green to enter into a contract with Oriana House, Inc. for the purposes set forth in this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GREEN, COUNTY OF SUMMIT, AND STATE OF OHIO THAT:

SECTION ONE:

Green City Council authorizes the Mayor to enter into a contract with Oriana House, Inc. for the purpose of providing incarceration services for criminal defendants charged and convicted of violations of City of Green municipal ordinances. A copy of the contract is attached as Exhibit "A".

SECTION TWO:

Green City Council authorizes the Finance Director to make payments to Oriana House, Inc. in accordance with the terms of the contract.

SECTION THREE:

The City of Green finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in open meetings of this Council and any deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

SECTION FOUR:

Council declares this to be an emergency immediately necessary for the preservation of the public peace, health, safety and welfare of the citizens of Green. Provided that this legislation receives the affirmative vote of three-fourths of the members elected or appointed 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 at the earliest time allowed by law.

ADOPTED: Sept. 11, 2012

Molly Stevens
Molly Stevens, Clerk

[Signature]
Joel Reed, Council President

APPROVED: Sept. 11, 2012

[Signature]
Richard G. Norton, Mayor

COPIED _____
SVCE ZONE PARK ROAD ENG
LAW IN MAY PLAN FIRE

ENACTED EFFECTIVE: Sept. 11, 2012

ON ROLL CALL: Colopy - yes France - yes Humphrey - yes Knodel - yes Adopted 7-0
Neugebauer - yes Reed - yes Summerville - yes

Suburbanite publication on Sept. 16 and Sept. 23, 2012

Molly Stevens
Molly Stevens, Clerk

8/14/12 Approved as to form and content by Stephen J. Pruneski, Law Director [Signature] 8/7/12

**AGREEMENT TO PROVIDE
COMMUNITY CORRECTIONAL SERVICES**

This agreement, made this _____ day of _____, 2012, by and between the City of Green, Ohio, by its Mayor, Richard Norton, duly authorized by the Green City Council by Ordinance No. _____ (hereinafter "City") and Oriana House, Inc., a not-for-profit corporation organized pursuant to the laws of the State of Ohio by its duly authorized Executive Vice President, Bernard A. Rochford (hereinafter "Oriana").

Whereas, the City seeks to establish a program to provide confinement and alcohol rehabilitation facility for adult male and adult female non-violent misdemeanor offenders; and

Whereas, the City seeks to establish residential a electronic monitoring and day reporting programs for adult male and female non-violent misdemeanor offenders; and

Whereas, the Council of the City of Green has authorized the Mayor to enter into a contract for such services with Oriana.

Now, therefore, to establish such programs, the parties, for the mutual promises and other good and valuable consideration set forth herein, agree as follows:

1. Oriana shall establish and operate a confinement and alcohol rehabilitation facility to be used by males and females from Summit County convicted in the Barberton Municipal Court of Green City Code violations.
2. Oriana shall be wholly responsible for the operation of the Glenwood Jail Program in accordance with the policies, standards and guidelines of the Ohio Department of Rehabilitation and Correction.
3. Oriana shall establish and operate a work release facility to be used by male and female offenders convicted of violations of the ordinances of the City of Green in the Barberton Municipal Court located within the County of Summit. These offenders are to be self-sufficient, non-violent as determined by the Court and Oriana.

Work release offenders will be those with current employment or school obligations that would be jeopardized if they were incarcerated. Oriana will permit release for verified employment, school or counseling activities.

4. Oriana shall establish and operate a halfway house and employment placement program to be used by male and female offenders convicted of violations of the ordinances of the City of Green in Barberton Municipal Court located within the County of Summit.

The halfway house program shall be operated in compliance with the standards adopted by the Ohio Department of Rehabilitation and Corrections.

5. Oriana shall establish and operate a electronic monitoring and day reporting program to be used by male and female offenders convicted of violations of the ordinances of the City of Green in Barberton Municipal Court located within the County of Summit. The offenders are to be residents of Summit County and non-violent as determined by the Court and Oriana.

Individuals on electronic monitoring will be monitored by an active electronic or radio monitoring system. Release from home may be granted for approved and verified employment, school or counseling activities.

Individuals in the day reporting program will report to the Oriana Day Reporting Center up to 5 times per week. They will be subject to a curfew, urine drug screens and alcohol tests. They must participate in programming to include, but not limited to, adult basic education, substance abuse counseling, job readiness and life skills, if deemed appropriate.

Electronic monitoring and day reporting may be used in conjunction with one another or as separate components.

6. Oriana shall develop and provide all application, reporting and other forms required by the Barberton Municipal Courts. Oriana shall provide to the City, prior to beginning operation, two (2)

complete sets of each program's rules, regulations, activity schedules and a description of all activity content. A complete file shall be kept on each program participant evidencing his eligibility and participation in all aspects of the program.

7. The Oriana facility, its programs, personnel and procedures shall comply with any law, rule or regulation issued or promulgated by any governmental entity or agency having jurisdiction over the facility, its programs, personnel and procedures. Oriana shall keep adequate records as necessary to meet the reporting requirements of all regulatory state agencies, file all required reports and provide information as needed by the Federal, State, County and City Governments or the courts. Financial records shall be kept for receipts, expenditures and disbursements for each funding source sufficient for a clear audit trail by source of funds according to reasonable accounting standards and in a manner approved by the Finance Director of the City, and shall be available for review by the City at all reasonable times. These records shall be maintained for three (3) years.

8. Oriana shall provide an all-risk casualty and public liability insurance in the amounts satisfactory to the City and shall name the City of Green as an additional insured as its interest may appear.

9. Oriana shall provide or cooperate in providing access to services and activities which will assist in the rehabilitation of the individual residents by individual and group counseling, mental health treatment by individual and group counseling, adult basic education classes, recreation and spiritual services.

10. Participants in the program(s) shall be responsible for their medical treatment and any costs incurred thereof. Oriana will provide first aid treatment and medical services as provided in conjunction with its chemical dependency treatment program.

11. Oriana agrees to charge and collect reasonable fees from participants in the program. Those fees shall be as follows:

(a) \$300.00 for participation in the three (3) day (72 hour) program;

- (b) **\$420.00** for participation in the six (6) day program up to and including six (6) days;
- (c) **\$450.00** for participation of seven (7) days up to and including ten (10) days;
- (d) **\$500.00** for participates of eleven (11) days up to and including thirty (30) days;
- (e) **\$550.00** for participates of thirty-one (31) days up to and including sixty (60) days;
- (f) **\$600.00** for participation of sixty-one (61) days up to and including ninety (90) days;
- (g) **\$650.00** for participation of ninety-one (91) days up to and including one hundred twenty (120) days;
- (h) **\$700.00** for participation of one hundred twenty-one (121) days up to and including one hundred fifty (150) days; and
- (i) **\$750.00** for participation of one hundred fifty-one (151) days up to and including one hundred eighty (180) days.

Oriana agrees to account for and credit these program fees on a monthly basis. The City agrees to pay Oriana the sum of Three Hundred Dollars (\$300.00) for each participant in the three (3) day program and the sum of **Forty Dollars and Two Cents (\$40.02)** per day for each participate in the Glenwood Jail Direct Sentence Program and the Summit County Jail Reduction Program. The City agrees to pay such fees on a reimbursement basis. The City further agrees to pay Oriana the sum of **Seventeen Dollars and Ninety-One Cents (\$17.91)** for each urine drug screen and **Three Dollars and Fifty-Eight Cents (\$3.58)** alcohol test given to a participant.

12. The City shall pay **Seventy Dollars and Seventy-Three Cents (\$70.73)** per day for work release participants. The City shall pay **Seventeen Dollars and Ninety-One Cents (\$17.91)** for each urine drug screen and **Three Dollars and Fifty-Eight Cents (\$3.58)** for each alcohol test given to a participant. Work release participants will be accounted for on a monthly basis and charged to the City's account.

13. The City shall pay **Seventy Dollars and Seventy-Four Cent (\$70.74)** per day for halfway house and employment placement participants. The City shall pay **Seventeen Dollars and Nine-One Cents (\$17.91)** for each urine drug screen and **Three Dollars and Fifty-Eight Cents (\$3.58)** for each alcohol test given to a participant. Halfway house and employment placement participants will be accounted for on a monthly basis and charged to the City's account.

14. The electronic monitoring program shall provide various types of service; Phone line electronic monitoring without in-home alcohol testing, phone line monitoring with in-home alcohol testing and monitoring with electronic monitoring for clients without phone service. In addition to traditional monitoring, Oriana House will provide three levels of Global Position System (GPS) monitoring. The three levels will be Passive GPS, Intermediated GPS and Active GPS. The court of record shall determine which service shall be provided. The City shall pay **Eight Dollars and Thirty-Six Cents (\$8.36)** per day for monitoring without in-home alcohol testing, **Thirteen Dollars and Fifteen Cents (\$13.15)** per day for monitoring with in-home alcohol testing and **Eleven Dollars and Ninety-Five Cents (\$11.95)** per day for monitoring those without phone service. The City will pay **Ten Dollars and Fifty-Two Cents (\$10.52)** for Passive GPS; **Twelve Dollars and Forty-Nine Cents (\$12.49)** for Intermediate GPS and **Fourteen Dollars and Forty-Nine Cents (\$14.49)** for Active GPS monitoring. The City shall pay **Fifty-Nine Dollars and Seventy-Two Cents (\$59.72)** for installation and de-installation of each electronic monitoring and/or GPS participant using Phone line equipment and **Eighty-Nine Dollars and Fifty-Nine Cents (\$89.59)** for those being monitored without home phone service. The City shall pay **Seventeen Dollars and Ninety-One Cents (\$17.91)** for each urine drug screen and **Three Dollars and Fifty-Eight Cents (\$3.58)** for each alcohol test given to a participant. A participant is defined as a person convicted in Barberton Municipal Court of violations of Green City Codes.

Participants will pay for all services of the Electronic Monitoring Program according to a City-approved fee scale, attached to and a part of this Agreement. The range for participants shall be Zero (0) to Twenty-One Dollars (\$21.00) per day. Oriana will collect all fees. All fees collected from electronic monitoring participants will be accounted for and credited to the City's account on a monthly basis. It is understood that the daily fees paid by participants in excess of the **Eight Dollars and Thirty-Six Cents (\$8.36)**, **Eleven Dollars and Ninety-Five Cents (\$11.95)** and **Thirteen Dollars and Fifteen Cents (\$13.15)** threshold costs charged to the city will be credited to the City in full to help offset fees paid by participants less than the threshold.

In addition the Electronic Monitoring Program, participants may be placed on a program of alcohol monitoring using a device known as SCRAM which stands for Secured Continuous Remote Alcohol Monitoring. This program will allow for the monitoring of a participant's use of alcohol by testing the participant on an hourly basis or more frequent basis.

The CITY shall pay Fourteen Dollars and Thirty-Four Cents (\$14.34) per day for each participant. The CITY shall pay **Fifty-Nine Dollars and Seventy-Two Cents (\$59.72)** for installation and de-installation of each SCRAM unit.

15. The City shall pay **One Hundred and Two Dollars and Thirteen Cents (\$102.10)** per week for each participant in the day reporting program. Up to two weekly urine drug screens and two weekly alcohol tests will be included in the **One Hundred and Two Dollars and Ten Cents (\$102.10)** fee. Additional urine drug screens will be taken for **Seventeen Dollars and Nine-One Cents (\$17.91)** each. Additional alcohol tests will be taken for **Three Dollars and Fifty-Eight Cents (\$3.58)** each.

All day reporting participants will pay for all services of the day reporting program according to a City-approved fee scale. Oriana will collect all fees. Oriana shall collect the fees up front and Oriana shall

use its best efforts to collect all fees from the participants. Fees collected from day reporting participants will be accounted for and credited to the City's account on a monthly basis.

16. A judge or magistrate of the Barberton Municipal Court located in the County of Summit, may, for good cause shown, reduce or waive any program fee charged (except any re-registration fee or security deposit for monitoring equipment) to an individual participant under said judge or magistrate supervision.

Any participant found to be indigent will be exempt from paying program fees.

The City will incur the cost for fees properly reduced or waived by the judge, magistrate or this agreement.

17. Oriana shall not discriminate in employing or promoting any individual or in accepting residents on a basis of race, creed, religion, sex, national origin, handicap, age, color or ancestry.

18. This agreement shall terminate December 31, 2012, but may be renewed by mutual agreement of the parties.

19. This agreement shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio. A determination that any part of this agreement is invalid shall not invalidate or impair the force or effect of any other part thereof, except to the extent that such other part is wholly dependent for its operation upon the part so declared invalid.

20. Definitions: (a) "indigent" shall mean persons eligible to receive or receiving Public Assistance Supplemental Security Income, and/or Medicare and Medicaid so designated by Barberton Municipal Court; (b) "program" shall mean the services provided under this agreement.

21. Oriana shall bill the City on a monthly basis if any sums are due and owing. All sums due from the City to Oriana shall be payable within 30 days of receipt of the bill. All bills shall be itemized to the satisfaction of the City's Finance Director.

22. Oriana has the right to refuse services to any individual who it deems as dangerous, or so deficient as to mental capacity or emotional stability as to make that individual incapable of functioning within the program (i.e., not self-sufficient).

23. This written agreement constitutes the entire agreement between the City and Oriana. This agreement may be modified only by written agreement of both parties.

24. The City may terminate this agreement at its option or upon substantial failure of performance by Oriana with thirty (30) days written notice. Notice shall be sent by certified U.S. mail and shall be deemed sent when deposited in the U.S. mail. Any notices sent pursuant to this

Agreement shall be directed:

If to the City of Green

5383 Massillon Road
N. Canton, OH 44720

CITY OF GREEN

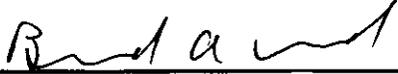
Richard Norton
Mayor

Date

If to Oriana:

P.O. Box 1501
Akron, Ohio 44309-1501

ORIANA HOUSE, INC.:



Bernard A. Rochford,
Executive Vice President

7-12-12

Date

CERTIFICATE OF THE LAW DIRECTOR

Approved as to legal form.

Law Director

Date

CERTIFICATE OF THE FINANCE DIRECTOR

I hereby certify that the amount of money required to meet the City's obligations under this contact has been lawfully appropriated and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance.

Finance Director

Date

**ORIANA HOUSE, INC.,
ELECTRONIC MONITORING PROGRAM
FEE SCHEDULE**

NAME: _____				
CASEWORKER: _____				
DAYS SCHEDULED: _____				
START DATE: _____		RELEASE DATE: _____		
WEEKLY GROSS	STANDARD EM SYSTEM		CELLULAR EM SYSTEM, GPS SYSTEMS AND SCRAM SYSTEM (SCRAM up to \$13.00/day max)	
INCOME	DAILY RATE	WEEKLY RATE	DAILY RATE	WEEKLY RATE
unemployed	\$ 1.00	\$ 7.00	\$ 3.00	\$ 21.00
\$1-\$75	\$ 1.50	\$ 10.50	\$ 5.00	\$ 35.00
76-150	\$ 3.00	\$ 21.00	\$ 7.00	\$ 49.00
151-225	\$ 5.00	\$ 35.00	\$ 9.00	\$ 63.00
226-300	\$ 7.00	\$ 49.00	\$ 11.00	\$ 77.00
300-375	\$ 9.00	\$ 63.00	\$ 13.00	\$ 91.00
376-450	\$ 11.00	\$ 77.00	\$ 15.00	\$ 105.00
451-525	\$ 13.00	\$ 91.00	\$ 17.00	\$ 119.00
526-600	\$ 15.00	\$ 105.00	\$ 19.00	\$ 133.00
601-675	\$ 17.00	\$ 119.00	\$ 21.00	\$ 147.00
			RESCHEDULING FEE: \$25.00	

- Client is unemployed and will pay \$1.00 / \$3.00 per a day. _____
(Circle One) (Client Initials)
- Client is employed and provided a copy of his/her pay stub. Client will pay \$ _____
per a day while on the Electronic Monitoring Program. _____
(Client Initials)
- Client is employed and failed to provide a copy of his/her pay stub. Client will pay \$17.00
per a day until a pay stub is provided. Failure to provide pay stub within 24 hours of intake
to the Electronic Monitoring program will result in suspension of work release privileges.

(Client Initials)

COMMENTS:
