ORDINANCE NO. 2021 - 13

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE CITY OF STRONGSVILLE FOR PRISONER HOUSING SERVICES CONTRACTUAL AGREEMENT AND DECLARING AN EMERGENCY

BE IT ORDAINED by the Council of the City of Parma Heights, County of Cuyahoga and State of Ohio:

Section 1. The Mayor is authorized to enter into an Agreement with the City of Strongsville in the form of Exhibit "A" attached hereto and incorporated herein as though fully rewritten.

Section 2. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 3. This Ordinance is declared to be an emergency measure necessary for the public peace. health and safety of the Municipality and for the further reason that this agreement is necessary for the immediate housing of prisoners; wherefore it shall be in full force and effect immediately after its passage by Council and approval by the Mayor.

PASSED: 3-22-2021

PRESIDENT OF COUNCIL

FILED WITH

THE MAYOR:



STRONGSVILLE POLICE DEPARTMENT



18688 Royalton Road Strongsville, Ohio 44136

THE CITY OF STRONGSVILLE AND _______ HUMB

The undersigned representative of the Department or Agency (user) below requests the use of the Strongsville Police Department Jail Facility for persons to be incarcerated by the aforesaid department or agency.

USER:	Parmy Hights Police Department	
ADDRESS:	6184 Pearl Rd	
CITY:	Penna Heights On 44130	
PHONE:	440. 481.3090	
CONTACT PERSON: Chief Steve Schmidt		
EMAIL: SSchridher Mpd. US		
AGENCY TY		

SCO 250.10 The <u>fees</u> to be charged to the law enforcement agencies of other jurisdictions for the use of the Municipal City of Strongsville Police Department facilities shall be as follows:

- (1) For persons incarcerated in the Municipal jail facilities, one hundred fifty dollars (\$150.00) per day or any part of a day, except for Cuyahoga County sentenced prisoners, wherein the charge is Fifty-Five Dollars (\$55.00) per day or any part of a day;
- (2) For use of the breathalyzer test facilities, twenty dollars (\$\frac{\$20.00}{}\$) per test;
- (3) For the use of the recording equipment in conjunction with the breathalyzer test, the additional sum of fifteen dollars (\$\sum_{15.00}\$) per test;
- (4) For use of the video arraignment equipment in conjunction with an arraignment, the additional sum of twenty dollars (\$20.00) per arraignment for Berea Municipal Court and forty dollars (\$40.00) for all other courts;
- (5) For use of recording equipment in conjunction with the interview room, the additional sum of twenty Dollars (\$20.00) per interview recording, and;
- (6) For other video requests not mentioned above, the additional sum of fifteen dollars (\$15.00);
- (7) For special need watches as designated by our suicide assessment form; a level two (2) watch will be an additional fifty dollars (\$50.00) per day; a level three (3) or four (4) watch will be an additional two hundred dollars (\$200.00) per day.

THE CITY OF STRONGSVILLE HAS THE RIGHT TO REFUSE ANY INMATE AND TO REQUIRE THE USER AT ANY TIME TO REMOVE ANY INMATE FROM THE FACILITY FOR ANY REASON, INCLUDING BUT NOT LIMITED TO LACK OF AVAILABILITY OF SPACE.



STRONGSVILLE POLICE DEPARTMENT



18688 Royalton Road Strongsville, Ohio 44136

THE USER AGREES TO AND/OR WILL:

- 1. Assume responsibility for prompt payment of charges as specified in this Agreement directly to the City of Strongsville as billed.
- 2. Assume responsibility and promptly reimburse the City for any advances for all medical care and/or other extraordinary costs or services that may arise, including but not limited to transportation to/from hospitals or other facilities, as well as guarding prisoners at hospitals or other facilities. "Medical care" includes but is not limited to physicians' charges and expenses for any medical, surgical, dental or mental health services and medicines and surgical operations.
- 3. Assume responsibility for filling all prescriptions for prisoners, picking up these prescriptions, delivering these prescriptions to the Jail without delay, and handling the payment for these prescriptions directly with that pharmacy.
- 4. Assume responsibility and ensure that all appropriate and necessary legal documents are served on those persons incarcerated by the user without delay.
- Assume responsibility for the transportation and appearance of prisoners at all court/legal proceedings, and transportation of prisoners to other agencies due to outstanding warrants.
- 6. Assume responsibility for providing Strongsville Jail staff sufficient information as may be required to ensure the proper completion of all necessary prisoner documentation, booking, processing, housing, and release.
- 7. Assume responsibility to deliver all appropriate and necessary legal documents and correspondences from the Court of venue, including bond information and commitment orders, to the Strongsville Jail without delay.
- 8. Assume responsibility for all prisoner property, other than cash and authorized medications, as the Strongsville Jail will not inventory, store, or dispose of personal property for any prisoner from any user agency.

THE CITY OF STRONGSVILLE AGREES TO AND/OR WILL:

- 1. Perform Strongsville Jail required booking functions, processing, and release.
- 2. Ensure the proper housing of persons incarcerated for the user in accordance with applicable legal requirements.
- 3. Ensure the proper feeding of persons incarcerated. Special dietary requirements may come under the extraordinary cost/service provision previously stated.
- 4. Provide and complete (with information provided by the user) the necessary and appropriate forms for reception, booking and release.
- 5. Provide emergency care to include emergency transportation to a hospital or medical facility as determined by the Strongsville Fire Department at the user's sole cost.
- 6. Assume responsibility for the timely release of inmates as provided by law.
- 7. May change the charges within its sole discretion upon thirty (30) days advance written notice.



STRONGSVILLE POLICE DEPARTMENT



18688 Royalton Road Strongsville, Ohio 44136

This Agreement supersedes any previous agreement between the parties concerning this subject matter, and shall be effective upon authorized execution by both parties. It shall continue and be automatically renewed for successive twelve (12) month periods from year to year. Either party may cancel this contract with a thirty (30) day written notice at any time.

USER:	
BY: TITLE: MANY	
Date: 1 127 1 21 3.23.2021	
	HEREBY APPROVE THE WITHIN INSTRUMENT AS TO LEGAL FORM AND CORRECTNESS.
THE CITY OF STRONGSVILLE:	DIRECTOR OF LAW
BY:Mark Fender, Chief of Pol	ice
Date:/	
APPROVED BY:	Thomas P. Perciak, Mayor
User will be provided a copy of this Agreeme	ent upon acceptance.

Revised 09/10/2020