

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5265

**AN ORDINANCE REPEALING ORDINANCE NO. 5177 AND
AUTHORIZING A NEW AGREEMENT WITH THE CITY OF
STRONGSVILLE TO INCREASE THE RATE FOR PRISONER
HOUSING; AND DECLARING AN EMERGENCY**

WHEREAS, at its meeting of May 1, 2018, the Council approved Ordinance No. 5177 authorizing an Agreement for Prisoner Housing Services with the City of Strongsville to provide prisoner housing services for the Brecksville Police Department; and

WHEREAS, at its meeting of September 3, 2019, the Strongsville City Council passed legislation modifying the fees charged to other agencies who have entered into a contract with the City for the use of the municipal jail and related police facilities; and

WHEREAS, it is necessary to repeal Ordinance No. 5177 and to authorize a new Agreement with the City of Strongsville to increase the rate for prisoner housing.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

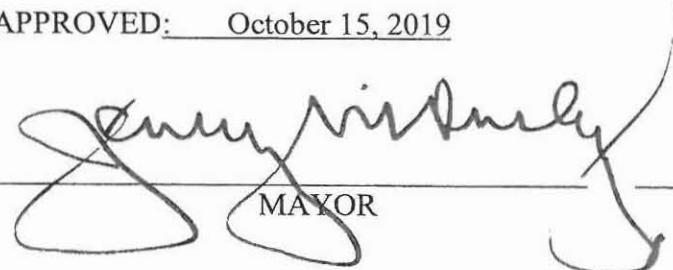
SECTION 1. Ordinance No. 5177 is hereby repealed.

SECTION 2. The Mayor be, and he hereby is, authorized to enter into an agreement for Prisoner Housing Services with the City of Strongsville to provide prisoner housing services for the Brecksville Police Department, a copy of said Agreement being attached hereto and expressly made a part hereof by reference, and marked Exhibit "A".

SECTION 3. The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the need to repeal Ordinance No. 5177 and to authorize a new Agreement, therefore, said Ordinance 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: October 15, 2019

APPROVED: October 15, 2019

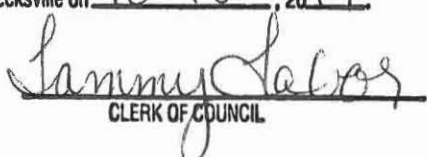


MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5265 duly passed by the Council of the City of Brecksville, Ohio, on 10-15, 20 19 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 10-18, 20 19.



CLERK OF COUNCIL

EXHIBIT "A"



STRONGSVILLE POLICE DEPARTMENT

18688 Royalton Road
Strongsville, Ohio 44136



**AGREEMENT FOR PRISONER HOUSING SERVICES BETWEEN
THE CITY OF STRONGSVILLE AND _____**

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: _____

ADDRESS: _____

CITY: _____

PHONE: _____

CONTACT PERSON: _____

AGENCY TYPE: Municipal _____ County _____ State _____ Federal _____

SCO 250.10 The fees 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, ninety dollars (\$90.00) 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 (\$20.00) per test;
- (3) For the use of the recording equipment in conjunction with the breathalyzer test, the additional sum of fifteen dollars (\$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,
- (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).

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.

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



STRONGSVILLE POLICE DEPARTMENT

18688 Royalton Road
Strongsville, Ohio 44136



(User Responsibilities Continued)

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.
5. 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.

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.



STRONGSVILLE POLICE DEPARTMENT
 18688 Royalton Road
 Strongsville, Ohio 44136



USER:

BY: _____ **TITLE:** _____

Date: ___/___/___

THE CITY OF STRONGSVILLE:

BY: _____ Mark Fender, Chief of Police

Date: ___/___/___

APPROVED BY: _____ Thomas P. Perciak, Mayor

User will be provided a copy of this Agreement upon acceptance.