

**CITY OF STRONGSVILLE, OHIO**

**ORDINANCE NO. 2014 – 177**

**By: Mayor Perciak and All Members of Council**

---

**AN ORDINANCE APPROVING AND AUTHORIZING THE  
MAYOR TO ENTER INTO AN AGREEMENT TO PROVIDE  
PUBLIC SAFETY DISPATCH SERVICES TO THE CITY OF  
OLMSTED FALLS, AND DECLARING AN EMERGENCY.**

WHEREAS, Ohio Revised Code Section 737.04 authorizes the legislative authority of any municipal corporation to enter into a contract with another municipal corporation, upon any terms that are agreed upon, for police protection services; and

WHEREAS, Ohio Revised Code Section 9.60 authorizes a governmental entity to contract with another jurisdiction to obtain fire protection or emergency medical services; and

WHEREAS, the cities of Strongsville (“Strongsville”) and Olmsted Falls (“Olmsted”) are both charter municipalities with constitutionally-granted home rule powers; and

WHEREAS, Olmsted seeks to obtain additional police and fire protection services from the City of Strongsville in the form of dispatch services (“Public Safety Services”); and

WHEREAS, in February, 2014, Strongsville entered into a similar arrangement with the City of North Royalton for consolidated dispatch services through adoption of Ordinance No. 2014-012; and

WHEREAS, it is now the desire of Strongsville and Olmsted to provide for public safety dispatch services at Strongsville’s consolidated Dispatch Center located currently at 13213 Pearl Road, in accordance with the terms and conditions set forth herein; and

WHEREAS, the parties desire to evidence their agreement that the City of Strongsville will provide dispatch services to the City of Olmsted Falls in exchange for compensation, and to evidence their respective responsibilities and obligations thereunder, all as set forth in the Agreement attached hereto and incorporated herein as Exhibit 1; and

WHEREAS, the Olmsted Falls City Council has duly passed on September 9, 2014, an Ordinance (No. 99-2014), authorizing this Agreement with Strongsville for purchase of such public safety services.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 - 177

Page 2

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

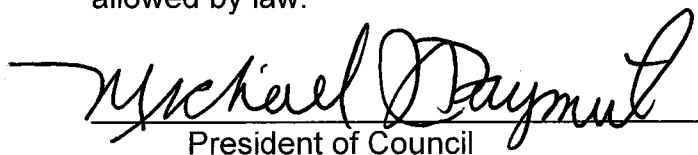
**Section 1.** That for the foregoing reasons, this Council approves and authorizes the Mayor to enter into an Agreement with the City of Olmsted Falls to provide certain Dispatch Services to Olmsted, based upon various terms and conditions reflected in an "Agreement for Public Safety Dispatch Services between the City of Strongsville, Ohio and the City of Olmsted Falls, Ohio," all in substantially the form attached hereto as Exhibit 1, but subject to final adjustment by the Law Director.

**Section 2.** That the Mayor, Human Resources Director, Director of Finance, Director of Communication & Technology, and Director of Public Safety be and are hereby otherwise authorized to do whatever is reasonably necessary to implement and effectuate this Agreement.

**Section 3.** That any funds received pursuant to this Ordinance shall be deposited into the General Fund, and any expenditures required by the City to effectuate the Agreement have been appropriated for 2014 and shall be paid from the General Fund, and from any federal, state or county grant funding which may become available for this purpose.

**Section 4.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

**Section 5.** That this Ordinance is hereby declared an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and further to ensure continuity of vital City communications operations and functions directly related to public safety, to facilitate applications for various related federal, state and/or county grants, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

  
President of Council

Approved:   
Mayor

Date Passed: September 15, 2014 Date Approved: September 16, 2014

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2014 - 177  
Page 3

	<u>Yea</u>	<u>Nay</u>
Carbone	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Daymut	<input checked="" type="checkbox"/>	<input type="checkbox"/>
DeMio	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dooner	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Maloney	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Schonhut	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Southworth	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Attest: Aimee Pientka  
Clerk of Council

ORD. No. 2014-177 Amended: \_\_\_\_\_  
1st Rdg. 09-15-14 Ref: \_\_\_\_\_  
2nd Rdg. Suspended Ref: \_\_\_\_\_  
3rd Rdg. Suspended Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: 09-15-14 Defeated: \_\_\_\_\_

**AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES**  
**BETWEEN THE CITY OF STRONGSVILLE, OHIO AND**  
**THE CITY OF OLMSTED FALLS, OHIO**

This Agreement is entered into as of this 10<sup>th</sup> day of September, 2014, by and between the **CITY OF STRONGSVILLE, OHIO** ("Strongsville"), an Ohio Municipal Corporation, with principal offices located at 16099 Foltz Parkway, Strongsville, Ohio 44149, and the **CITY OF OLMSTED FALLS, OHIO** ("Falls"), an Ohio Municipal Corporation, with principal offices located at 26100 Bagley Road, Olmsted Falls, Ohio 44138.

WHEREAS, Ohio Revised Code Section 737.04 authorizes the legislative authority of any municipal corporation to enter into a contract with another municipal corporation, upon any terms that are agreed upon, for police protection services; and

WHEREAS, Ohio Revised Code Section 9.60 authorizes a governmental entity to contract with another jurisdiction to obtain fire protection or emergency medical services; and

WHEREAS, Strongsville and Olmsted Falls are both charter municipalities with constitutionally-granted home rule powers; and

WHEREAS, Olmsted Falls seeks to obtain additional police and fire protection services from the City of Strongsville in the form of dispatch services ("Public Safety Services"); and

WHEREAS, the Strongsville City Council on Sept. 15, 2014 passed Ordinance No. 2014-177, authorizing this Agreement with Olmsted Falls for public safety services; and

WHEREAS, the Olmsted Falls City Council on SEPT 9, 2014 passed Ordinance No. 99-2014, authorizing this Agreement with Strongsville for purchase of public safety services; and

WHEREAS, it is the desire of Strongsville and Falls to provide for public safety services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, the parties, intending to be legally bound, agree as follows:

**ARTICLE I – PUBLIC SAFETY DISPATCH SERVICES**

A. **Dispatch Services:** Strongsville, through its dispatch center located at the City's Communications Center at 13213 Pearl Road, Strongsville, Ohio, ("Dispatch Center"), agrees to dispatch Falls Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Falls Police Department and the Falls Fire Department and other public safety resources (such as animal control) generally with regard to emergency and non-emergency incidents, and with communication support and services/systems directly related to the dispatch function ("Dispatch Services"). Dispatch Services include but are not limited to the following: dispatching of Falls police, fire, EMS and service resources on emergency and non-

emergency incidents, tracking and documenting the activity of Strongsville personnel providing dispatch services to Falls on incidents, providing communication support on incidents, providing routine call information data, maintaining Dispatch Services to be Police LEADS capable, and fire station alerting system. The Dispatch Services including processing of calls, to be made available and provided to Falls shall be equivalent to those Dispatch Services that are provided to the City of Strongsville, and any and all other communities served by Strongsville Dispatch.

B. Dispatch Services Equipment: Strongsville shall furnish all equipment necessary to provide the Dispatch Services to Falls, including but not limited to all initial base station radio equipment, furniture, consoles and telephone equipment directly related to dispatch functions, and shall routinely maintain such equipment in a reasonable manner. All decisions relating to the provision, maintenance, upgrading, and replacement of such equipment are and shall remain within the sole discretion of Strongsville. However, the parties agree that notice of major capital expenditures which may impact Falls shall be provided thirty (30) days prior to implementation.

Falls shall provide all equipment necessary to receive the Dispatch Services in the field provided by Strongsville, including portable radios, mobile radios, mobile data terminals, in-car radio equipment, video cameras and monitors, and any other communications equipment, and shall maintain and replace such equipment in a manner that ensures compatibility with Strongsville's provision of Dispatch Services. Falls agrees to update and/or replace all equipment necessary to receive the Dispatch Services provided by Strongsville as may be necessary to ensure the provision of Dispatch Services.

Falls acknowledges that Strongsville in the future may incur additional costs in upgrading, repairing, and replacing equipment necessary to provide the Dispatch Services for the benefit of Falls and other communities. Falls and Strongsville agree to negotiate, in good faith, their respective responsibility for any such costs for the benefit of Falls that are not reimbursed by grants.

Falls shall be solely responsible to individually pay for its own user fees for all ancillary subscription services, including but not limited to LEADS, CAD, RMS, MDC airtime, public notification, reverse 911 system, and staff call-in systems.

C. Certain Support Services: Strongsville shall further provide Falls with data entry and/or related clerical services, specifically limited to those necessary to comply with applicable LEADS requirements. Strongsville also agrees to provide prisoner booking and housing services subject to applicable daily fees, capacity limitations, and other routine terms and conditions which are reflected in the Strongsville Police Department's normal Agreement for Prisoner Housing, a copy of which is attached hereto and incorporated herein.

D. Personnel: Strongsville shall provide all personnel necessary to provide Dispatch Services to Falls. All staffing issues, including the number of dispatchers working at any given time, shall be determined by the Strongsville Chief of Police, Fire Chief and Safety Director. Strongsville shall be solely responsible for the management of all Dispatch Center personnel and all personnel-related issues are within the sole management discretion of Strongsville.

Strongsville agrees after the effective date of this Agreement and prior to the commencement of services date to increase the total number of dispatchers employed by Strongsville as necessary within its discretion to handle the increased volume of dispatch activity

generated as a result of this Agreement. Any additional positions created shall be either full-time or part-time bargaining unit positions. Thereafter, during the term of this Agreement, Strongsville will have the sole right within its discretion to hire and employ additional full-time dispatchers through the Civil Service process, as well as additional part-time dispatchers independent of the Civil Service process.

---

All dispatchers who are hired will become employees of the City of Strongsville. Subject to legal provisions and waiver of civil service requirements, preference for initial positions will be offered to applicants who are currently full-time or part-time public safety dispatchers in Falls, but their employment is not guaranteed, and is specifically conditioned, among other things, on all of the following:

- (1) Any personnel seeking to be hired must meet all routine City of Strongsville employment requirements for public safety dispatcher.
- (2) All accrued benefits for such applicants including but not limited to vacation leave, sick leave (subject to State law provisions), longevity, personal leave and union benefits shall have been utilized and/or paid off by Falls prior to their date of hire by the City of Strongsville. Falls agrees to reimburse Strongsville for any transfers of employee sick leave which may individually exceed four (4) weeks due to an employee invoking State law provisions.
- (3) Any prior dispatcher appointed for employment as a dispatcher by the City of Strongsville will become a member of the applicable Strongsville bargaining unit and subject to the terms of the City of Strongsville applicable bargaining unit agreement ("CBA").
- (4) Any dispatchers appointed by the City of Strongsville shall be deemed to be strictly new employees with regard to any provision of the applicable CBA including seniority, layoff order, and any other benefits or privileges that accrue with time.
- (5) Any full-time dispatchers hired/employed by Strongsville shall become civil service employees, and be subject to the applicable one-year probationary period.
- (6) Falls shall be solely responsible for any necessary training of dispatchers under their current employment who are anticipated to become employees of the City of Strongsville. Once they become employees of the City of Strongsville, the required certifications and training of such new personnel shall be the sole responsibility and expense of the City of Strongsville. Notwithstanding the foregoing, Falls dispatchers hired by Strongsville will not be required to have all training completed prior to hire by Strongsville, recognizing that such circumstance is likely to result in a delay of dispatch services to the Falls.

Falls agrees that it will be solely responsible for undertaking arrangements to cause the de-certification of their current collective bargaining unit for dispatchers, if deemed necessary by Falls, which should be accomplished prior to any employees being hired. Evidence of such de-certification, if any, will be provided to Strongsville. Falls will be solely responsible and liable in this regard for any claims, actions, grievances or legal issues arising under its collective bargaining agreement with its dispatchers and arising as a result of entering into this Agreement.

The parties agree that, in the event this Agreement is terminated, Strongsville will experience a lack of work and/or lack of funds and will not be obligated to retain any new dispatch positions created by this Agreement. The parties further agree, in the event this

Agreement is terminated, that layoffs of dispatch personnel shall occur in accordance with the collective bargaining agreement then in effect between the City of Strongsville and the Fraternal Order of Police Parma Lodge 15 (Dispatchers) or any other applicable agreement then in effect.

E. Operating Procedures/Operations: Control of operating procedures and operations for the dispatch center shall generally rest within the sole discretion of Strongsville. ~~However, Strongsville agrees to undertake consultations in advance with the Falls and any other contracting communities regarding any proposed material changes in operating procedures or policies, through a joint advisory board composed of two (2) representatives from each contracting community, being the Police and Fire Chiefs of each participating municipality/township or their respective designees. The board shall be established to meet periodically and make non-binding recommendations to the City of Strongsville concerning such operating procedures or policies, including but not limited to review, revisions and recommended changes concerning training standards and requirements; standard operating guidelines, policies and procedures; and purchasing and replacement of technical equipment to enhance operations and public safety. Supervision and management over dispatch personnel shall lie solely with the City of Strongsville. Notwithstanding the above, nothing undertaken by the City of Strongsville in connection with its operation of the dispatch center shall materially interfere with the standard operating procedures, response protocols, or other internal operations of the Falls or the other various individual contracting communities. Notwithstanding the above, the parties will utilize best efforts to seek maximum participation by all communities in the process of determining future procedures and policies for dispatch center operations.~~

F. Payment for Dispatch Services: Falls, in consideration of the provision of the Dispatch Services outlined herein, agrees to pay Strongsville for the first year of the contract, the amount of Twenty Thousand Dollars (\$20,000.00) per month by the first (1<sup>st</sup>) of each month for Dispatch Services provided in that month, for a total annual fee of Two Hundred Forty Thousand Dollars (\$240,000.00) through December 31, 2015. For the second year of the contract, payment shall be as computed in this Section F, but in no event shall it exceed the sum of Twenty Thousand Dollars (\$20,000.00) per month.

The parties agree to meet directly and/or through the Advisory Board by July 31<sup>st</sup> of each calendar year, or such other date as is mutually agreeable, to evaluate the sufficiency of payments for future Dispatch Services and to discuss in good faith any proposed changes whether increases or decreases in user fees based on an operational cost analysis to include evaluation of costs distribution, changes in workloads, economies of scale and labor costs.

In any event, if workload volume directly related to Falls increases to a point that additional staffing becomes necessary, the City of Strongsville may within its sole discretion, but after consultation with the Falls, increase monthly fees, and if announced by October 1<sup>st</sup> for the following calendar year. Notwithstanding, the parties further agree that the foregoing monthly payments shall increase, as necessary, to cover any additional expenses, including contractual wage increases, health insurance increases, and other personnel-related costs, associated with Strongsville's cost of employing the additional dispatch personnel necessary to provide Dispatch Services to Falls. Strongsville shall notify Falls, in writing, of any such additional expenses at least thirty (30) days prior to the effective date of any increase in payment to Strongsville for dispatch services.

G. No Obligation to Respond/No Liability: This Agreement is not intended to and shall not be construed to require Strongsville to respond beyond the dispatch function to calls or incidents whether of a law enforcement, fire or EMS basis, nor to otherwise provide law enforcement services for events that occur in Falls. In this regard, Strongsville shall have no liability or responsibility for the actions, errors, omissions or negligence of the Falls Police or Fire safety forces or service personnel in responding to any dispatch calls taken through the Dispatch Center. ~~And Falls shall maintain proper levels of insurance in this regard.~~ Notwithstanding this provision, Strongsville may render assistance in accordance with Ohio law, any current mutual aid agreements, and/or any current agreements for dispatch services.

## ARTICLE II – TERM/TERMINATION

It is estimated that Strongsville shall begin providing the Public Safety Services at twelve a.m. on January 1, 2015 or as soon thereafter, utilizing best efforts, as Strongsville reasonably determines that all training, staffing, systems (including LEADS), and operational prerequisites are set in place and ready (“commencement of services date”). In the interim, the Falls shall continue to maintain their current dispatch services and shall provide necessary support to Strongsville for transition efforts. This Agreement shall remain in effect for an initial term of two (2) years, but will renew automatically from year to year unless terminated upon six (6) months advance written notice by either party terminating the Agreement, with or without cause for any reason or no reason.

## ARTICLE III – FEMA GRANT

The City of Strongsville intends to seek, and has requested of Falls, the transfer of an Assistance to Firefighters Grant Program grant award from FEMA (U.S. Department of Homeland Security) originally directed to and held by the City of Olmsted Falls, to, among other things, support and reimburse Strongsville for its substantial costs already expended for establishment and build-out of the within combined dispatch center for such things as hardware, physical equipment, consoles and systems. However, to the extent possible, it is further intended that such grant would be available for future reimbursement of expenditures made by individual dispatch-participant communities for purchase of equipment which becomes assets of that particular community and are necessary for them to receive the Dispatch Services consistent with Article I Section B of this Agreement. To more readily facilitate and implement the above, Strongsville will seek FEMA’s modification of the designated location to the Pearl Road address for the Dispatch Center, the transfer to Strongsville as grant administrator for the grant, and the transfer to Strongsville as grantee or fiscal officer for the grant. Therefore, Falls agrees to fully cooperate and do whatever is reasonably necessary, and execute whatever documents are required in order to facilitate transfer of the grant to the City of Strongsville and its designation as grant recipient, including but not limited to grantee or fiscal officer, and grant administrator.

While the Falls will cooperate in best efforts to transfer the Grant and for Strongsville to obtain reimbursement for various Dispatch Center expenses, the Falls is not guaranteeing either, and will not be directly responsible for such costs irrespective of grant funding. Likewise, Strongsville makes no guarantees that the Falls will receive funds under the FEMA grant.

Furthermore if for whatever reason FEMA is unable at this point to transfer “grantee status” for the grant from Olmsted Falls to Strongsville, then in such event Olmsted Falls commits to:



- A. Promptly process application(s) for grant funding under the grant for which Strongsville would be eligible (through the Falls); and
- B. Promptly within ten (10) business days of its receipt, remit and forward to Strongsville any grant funds drawn from FEMA by the Falls on account of ~~eligible expenditures already made or to be made by Strongsville in connection~~ with the Consolidated Dispatch Center.

Further procedures between and among the participating communities will be established and implemented through the various fiscal officers to reasonably ensure that:

- A. Any participating community which seeks to purchase equipment required under this agreement, will be fully and directly responsible to fund such purchase subject to whatever reimbursement is ultimately awarded under the grant.
- B. If for some reason matching funds from Cuyahoga County do not become available, then in such event, the required twenty percent (20%) matching funds will be provided by the participant(s) which directly benefits from receipt of the grant funds, only in connection with and for purchase of equipment which becomes an asset of such participating community.
- C. Grant funds are promptly paid over within ten (10) business days to the participant(s) which has applied for them and which is entitled to receive the funds.
- D. Specific procedures are created for implementing the grant, including drawing upon and use of the grant funds.
- E. Specific procedures are adopted for such things as identification of a specific time line within which distribution of the grant funds would need to be made by the fiscal officer to the other participating communities.
- F. Any required municipal legislation is adopted by the participating communities in order to authorize the above.

#### **ARTICLE IV – CUYAHOGA COUNTY SHARED SERVICES FUND**

Strongsville also is likely to file an application and seek funding from Cuyahoga County through its Shared Services Fund in order to obtain funding for various aspects of the combined dispatch center, including those not eligible for funding under the FEMA grant, and/or dispatch or communication function, including purchase of equipment beneficial to those communities which receive the dispatch services. In such event, Falls agrees to fully cooperate and do whatever is reasonably necessary on its part to facilitate the application for and processing/implementation of such funding which will benefit some or all communities that are part of the combined dispatch center, including but not limited to Falls, Royalton, Strongsville and any others participating in the shared services. However, if Cuyahoga County for some reason should fail to provide all funding which has been requested, then in such event, the City

of Strongsville will have no further individual obligations arising from this Article, beyond the other terms and conditions of this Agreement.

In the event that funding from Cuyahoga County Shared Services is granted, the parties agree to establish procedures for implementation and prioritization of such funding similar to those set forth above in Article III.

#### ARTICLE V – PUBLIC RECORDS

The parties agree and acknowledge that records created pursuant to this Agreement may be public records under the Ohio Public Records Act and agree to coordinate with each other, in a timely manner, on responses to public records requests and with regard to determination of records schedules retention periods and times for destruction. Notwithstanding this provision, the parties agree that nothing in this Article shall be construed as limiting a party from responding to a public records request in accordance with Ohio law. Processes will be established to enable Falls to obtain access to its recordings of radio and telephone traffic.

#### ARTICLE VI – NOTICE

All notices required hereunder shall be in writing and delivered to the following addresses:

##### Strongsville:

Contact Name: Mayor Thomas P. Perciak  
Address: 16099 Foltz Parkway, Strongsville, OH 44149  
Telephone: 440-580-3100  
e-mail: [tom.perciak@strongsville.org](mailto:tom.perciak@strongsville.org)

##### With a copy to:

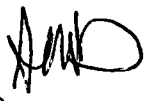
Contact Name: Kenneth A. Kraus, Law Director  
Address: 16099 Foltz Parkway, Strongsville, OH 44149  
Telephone: 440-580-3145  
e-mail: [strongsville.law@strongsville.org](mailto:strongsville.law@strongsville.org)

##### Olmsted Falls:

Contact Name: Mayor Ann Marie Donegan  
Address: 26100 Bagley Road, Olmsted Falls, OH 44138  
Telephone: 440-235-5550  
e-mail: ~~[mayer@olmstedfalls.org](mailto:mayer@olmstedfalls.org)~~

##### With a copy to:

Contact Name: Law Director  
Address: 26100 Bagley Road, Olmsted Falls, OH 44138  
Telephone: 440-235-5550

*Handwritten:* [amdonegan@olmstedfalls.org](mailto:amdonegan@olmstedfalls.org) 

Any notice or communication shall be deemed effectively given (a) on the date of delivery, if delivered by hand or (b) on the date mailed if sent by overnight express delivery or U.S. Mail.

## ARTICLE VII – CERTIFICATION OF FUNDS

Ohio Revised Code Section 5705.41 requires Falls to certify that the funds necessary to pay for this Agreement have been appropriated and either collected or are in the process of collection. Falls and Strongsville acknowledge and agree this Agreement may automatically renew, and does not provide for a specified final term or end date.

Falls, in accordance with Ohio Revised Code Section 5705.41, will initially certify this Agreement for Two Hundred Forty Thousand Dollars (\$240,000.00) and shall re-certify this Agreement each year it is in effect for such amounts as may be required to ensure its respective obligations under this Agreement. Upon obtaining the appropriation of additional funds, the Agreement shall be re-certified by the Treasurer or Finance Director of Falls; and a copy of the additional certification shall be provided to Strongsville's Finance Director.

Failure to certify additional funds, as required by this Agreement, shall be grounds for termination of this Agreement upon thirty (30) days written notice and demand.

## ARTICLE VIII – MISCELLANEOUS PROVISIONS

A. Entire Agreement: This Agreement represents the entire and integrated agreement between Strongsville and Falls concerning the within subject, and supersedes all prior negotiations, representations or agreements, either written or oral.

B. Modification of Contract: It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by both parties and duly approved and authorized by each party's legislative authority in accordance with the laws of the State of Ohio and of each individual party.

C. Multiple Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

D. Assignment of Contract: Neither party shall assign, delegate, or subcontract any portion of the Dispatch Services without prior written express approval of the other party.

E. Choice of Law/Forum: This Agreement shall be deemed made and entered into in the State of Ohio and shall be governed by and construed in accordance with the law of Ohio. Any controversy or claim related directly or indirectly to this Agreement will be resolved in the appropriate court in Cuyahoga County, Ohio.

F. Severability: If any provision of this Agreement, or any covenant, obligation or agreement contained here is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable

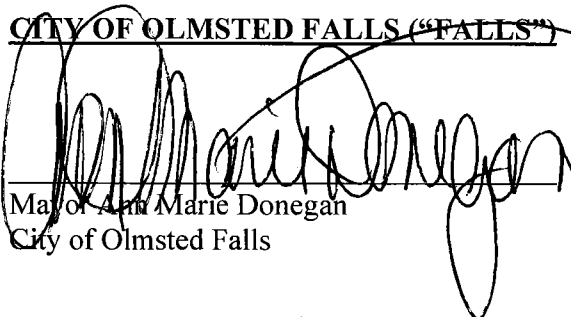
provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

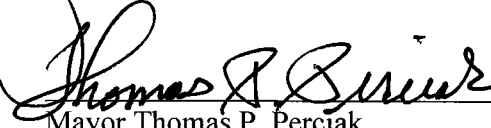
G. Other Similar Agreements by Strongsville: Nothing in this Agreement is intended to nor shall it serve to in any way limit the sole and unfettered discretion of the City of Strongsville to contract with other municipalities, townships or political subdivisions for dispatch services and to establish appropriate fees for such purpose totally independent of the arrangement and fees determined for services provided under the within Agreement.

16<sup>th</sup> IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the day of September, 2014.

CITY OF OLMSTED FALLS ("FALLS")

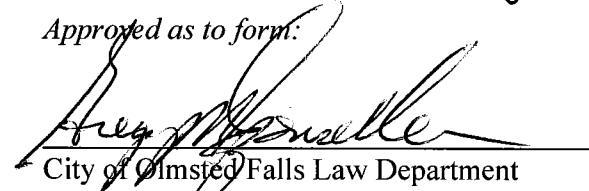
CITY OF STRONGSVILLE  
("STRONGSVILLE")


  
Mayor Ann Marie Donegan  
City of Olmsted Falls

  
Mayor Thomas P. Perciak  
City of Strongsville

*Approved as to form:*

*Approved as to form:*

  
City of Olmsted Falls Law Department  
Gregory M. Sponseller, Law Director  
26100 Bagley Road  
Olmsted Falls, OH 44138

  
City of Strongsville Law Department  
Kenneth A. Kraus, Law Director  
16099 Foltz Parkway  
Strongsville, OH 44149  
440-580-3145

**INITIAL CERTIFICATION OF AVAILABLE FUNDS**

I certify that the money required to meet the first year of 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.

9.16.14  
Date

  
Finance Director, City of Olmsted Falls



**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, eighty dollars (**\$80.00**) 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; and
- (5) For use of recording equipment in conjunction with the interview room, the additional sum of Twenty Dollars (**\$20.00**) per interview recording.

**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:** \_\_\_\_\_ James D. Kobak, Chief of Police

Date: \_\_\_ / \_\_\_ / \_\_\_

**APPROVED BY:** \_\_\_\_\_ Thomas P. Perciak, Mayor

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