ITEMS TO BE CONSIDERED AT THE CAUCUS PRIOR TO THE COUNCIL MEETING TO BE HELD ON TUESDAY, JANUARY 17, 2023 7:00 P.M.

I. ROLL CALL OF MEMBERS:

II. PLEDGE OF ALLEGIANCE:

III. DISCUSSION:

- 1. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN ANNUAL LEASE AGREEMENT FOR JAIL HOUSING AND ANCILLARY SERVICES WITH THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt -PER COUNCIL PRESIDENT VECCHIO. Moved by motion from the January 10, 2023 Regular Caucus Meeting.
- 2. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT FOR MOTOROLA CAD SOFTWARE WITH THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt -PER COUNCIL PRESIDENT VECCHIO. Moved by motion from the January 10, 2023 Regular Caucus

IV. ADJOURNMENT

Posted: 1/13/23

CITY OF BROOK PARK, OHIO

ORDINANCE	NO:	

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE

AUTHORIZING THE MAYOR TO ENTER INTO AN ANNUAL LEASE AGREEMENT FOR JAIL HOUSING AND ANCILLARY SERVICES WITH THE CITY OF NORTH ROYALTON,

AND DECLARING AN EMERGENCY

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: The Mayor is hereby authorized to enter into an annual lease agreement for jail housing and ancillary services with the City of North Royalton, a copy of said lease is attached hereto and incorporated herein as Exhibit "A".

SECTION 2: The money needed for the aforesaid transaction shall be paid from fund 405.

SECTION 3: 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 of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

<u>SECTION 4</u>: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason to authorize the Mayor to enter into an annual lease with the City of North Royalton for jail housing and ancillary services; therefore, provided this ordinance receives the affirmative vote of at least five (5) 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.

JAN 05 2023

BROOK PARK CITY COUNCIL

PASSED:	PRESIDENT OF COUNCIL
ATTEST: Clerk of Council	APPROVED: MAYOR
	DATE

HEREBY APPROVE THE WITHIN INSTRUMENT AS TO LEGAL FORM AND CORRECTNESS

DIFECTION



ANNUAL LEASE AGREEMENT FOR JAIL HOUSING AND ANCILLARY SERVICES

This	is	a	lease	agreement	between	the City t	of North	Royalton,	Ohio,	Lessor	, hereinafter	· "Royalto	วท์", -	and
the	City	У	of	Brook	La	1K				Onio,	hereinafter	Lessee,	for	the
exte	nsi	on	of jai	l housing an	ıd ancillar	y service:	on an	annual ba	sis.					

Whereas: Royalton, as a political subdivision of the State of Ohio, owns and operates a "full-service jail" as defined by the state and is authorized to retain prisoners, male and female, for indefinite terms of incarceration; and

Whereas: Royalton offers to lease a limited number of jail cell beds on an exclusive basis to other governmental subdivisions and/or law enforcement agencies for fixed terms under specific conditions set forth below; and

Whereas: Lessee seeks to lease one jail cell bed on an exclusive basis for its own purposes.

Now therefore the parties agree as follows:

- Royalton agrees to lease to Lessee and Lessee agrees to lease from Royalton one jail cell bed in the North Royalton Municipal Jail for Lessee's exclusive use at all times during the term of the lease;
- 2) The term of this lease shall be for one (1) year from January 1, 2023 at 12:00AM through December 31, 2023 at 11:59PM; any lease that commences after January 1 shall also terminate on December 31 but shall pay prorated rent based upon its commencement date.
- 3) This lease shall renew automatically from year to year unless terminated as provided hereafter;
- 4) In consideration for this lease Lessee shall pay to Royalton the annual RENTAL sum of Sixty-three Thousand Eight Hundred and Seventy-Five Dollars (\$63,875.00) PER BED, payable quarterly, in four equal installments in advance on the first day of each quarter of the year without demand or invoice;
- 5) Royalton reserves the right to select the specific cell bed(s) to be assigned for Lessee's use which may and will change from day to day as may be determined by Royalton to conform to the efficient experation of the jail within the sole discretion of Royalton; any part or portion of a day constitutes a full day for billing purposes;
- 6) Royalton will provide all standard jail housing services customarily afforded by municipal jails including regular meals, exercise, 24/7/365 oversight;
- 7) Royalton will provide Lessee's prisoners with limited medical services consistent with similar services to those which it provides to and for its own prisoners; all costs and fees attributable to such limited medical services provided to Lessee's prisoners shall be billed separately to Lessee, as incurred, which shall be reimbursed to Royalton within thirty (30) days of invoice;
- 8) For all emergency medical services and/or other medical services that exceed those commonly afforded by Royalton, Royalton will use the North Royalton Fire Department emergency medical services and the same for transport to medical facilities; all such services and transport and additional facility charges and fees shall be the sole responsibility of Lessee;
- Lessee will be given reasonable notice, as soon as possible, of any circumstances requiring medical treatment described in paragraphs 7 and/or 8;
- 10) Royalton will provide all required booking and processing of prisoners in accord with the then current North Royalton Jail Policy Manual; Royalton will provide in-house video arraignment service to the Municipal Court subject to the technical limitations of the service and equipment and the availability of necessary staff support;

- 11) All prisoner transport that may be required for any reason (except as noted in paragraph 7 above) is the sole responsibility of Lessee;
- 12) Lessee shall, upon delivery of a prisoner, provide Royalton all necessary information to complete the forms for incarceration including all known medical conditions and/or concerns;
- 13) Royalton reserves the right to decline to accept any prisoner if in Royalton's sole discretion that individual is unable to be safely housed or if that individual presents a danger to himself/herself or others; for any prisoner determined by Royalton to need "administrative segregation" the daily rate will be double the standard rate under the terms of this agreement (\$350 per day for lessees with annual exclusive agreements or \$400 per day for lessees with non-exclusive per diem styled agreements);
- 14) Royalton agrees to offer Lessees with exclusive agreements a limited preferred priority for the housing of additional prisoners in excess of the one housed pursuant to the terms of this lease for such convenience as that may offer to Lessee at the then current daily rate for exclusive cell bed availability (\$175.00);
- 15) Royalton will conduct a review to determine the lease rate for the coming year and communicate that rate to the lessee on or about October 15th of each lease year in order to allow for Lessee to properly budget;
- 16) Either party may terminate this lease by sending written notice thereof to the other party on or before November 30th of the current lease year:
- 17) Royalton will make every reasonable effort to fulfill its commitments however, notwithstanding any other provision herein, Royalton reserves the right during any declared emergency or unforeseen calamity to temporarily suspend this lease in order to respond to the then-prevailing conditions;
- 18) Both parties shall maintain Comprehensive General Liability policies of insurance with minimum limits of \$1,000,000 per claim and \$2,000,000 in the aggregate that address coverage of risks arising from the performance of public safety activities herein and both parties shall obtain a specific Certificates of Insurance naming the other party as an Additional insured. Both parties shall also maintain Law Enforcement Liability policies with minimum limits of \$1,000,000 per claim and \$2,000,000 in the aggregate, and will provide Certificates of Insurance to the other party with evidence of such coverage. Each party is responsible for the submission of this Agreement to its own insurance carrier and for production of the Certificate of Insured as required herein to list and identify the other party. A copy of the two (2) Certificates shall be published and exchanged between the parties on an annual basis in conjunction with renewal of its comprehensive insurance coverage.
- 19) This agreement is distinct and separate from and in addition to any prior agreement for jail services on a non-exclusive basis.

Mayor Larry Antoskiewic	ez, City of North Royalton	Date	
	City of	Date	
Approved as to form:	Thomas A, Kelly, Law Director City of North Royalton		
Approved as to form:	Law Director		

CITY OF BROOK PARK, OHIO

ORDINANCE	NO:	

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO AN
INTERGOVERNMENTAL AGREEMENT FOR
MOTOROLA CAD SOFTWARE
WITH THE CITY OF STRONGSVILLE,
AND DECLARING AN EMERGENCY

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: The Mayor is hereby authorized to enter into an intergovernmental agreement for Motorola CAD software with the City of Strongsville, a copy of said lease is attached hereto and incorporated herein as Exhibit "A".

SECTION 2: The money needed for the aforesaid transaction shall be paid from fund 411.

SECTION 3: 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 of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason to authorize the Mayor to enter into a lease agreement with the City of Strongsville for Motorola CAD software; therefore, provided this ordinance receives the affirmative vote of at least five (5) 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.

JAN 05 2023

FRE THERK CITY COUNCIL

PASŠED:		PRESIDENT OF COUNCIL	-
ATTEST:_	Clerk of Council	APPROVED: MAYOR	
		DATE	

I HERIERY APPROVE THE WITHIN INSTRUMENT AS TO LEGAL FORM AND CORRECTNESS:

DIRECTOR OF LAV



INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT made this _, 2022, by and between the day of CITY OF STRONGSVILLE, OHIO, located at 16099 Foltz Parkway, Strongsville, Ohio 44149, (hereinafter "Strongsville"), the CITY OF BEREA, OHIO, located at 11 Berea Commons, Berea, Ohio 44017, (hereinafter "Berea"), the CITY OF BROOK PARK, OHIO, located at 6161 Engle Road, Brook Park, Ohio 44142, (hereinafter "Brook Park"), the CITY OF MIDDLEBURG HEIGHTS, OHIO, located at 15700 Bagley Road, Middleburg Heights, Ohio 44130, (hereinafter "Middleburg Heights"), the CITY OF NORTH ROYALTON, OHIO, located at 14600 State Road, North Royalton, Ohio 44133, (hereinafter "North Royalton"), the CITY OF OLMSTED FALLS, OHIO, located at 26100 Bagley Road, Olmsted Falls, Oho 44138, (hereinafter "Olmsted Falls"), OLMSTED TOWNSHIP, OHIO, located at 26900 Cook Road, Olmsted Township, Ohio 4138, (hereinafter "Olmsted Township") all collectively hereinafter ("Agencies"), and CHAGRIN VALLEY DISPATCH COUNCIL, located at 4470 Oakes Road, Brecksville, OH 44141 (hereinafter "CVD") and all collectively hereinafter ("Parties") and individually hereinafter ("Party").

WITNESSETH:

WHEREAS, the CVD and the Agencies are all political subdivisions of the State of Ohio; and

WHEREAS, various provisions in the law, including Ohio Revised Code Sections 9.48, 9.482 and 735.053, provide that a political subdivision may authorize the appropriate official to enter into a contract, without advertising and bidding, for the purchase of material, equipment, or supplies from another political subdivision of the State; and

WHEREAS, CVD is purchasing and has available or will have available a CAD software program from Motorola; and

WHEREAS, the Agencies are all current members of the Southwest Emergency Dispatch Center hosted by Strongsville and are desirous of using said Motorola CAD software for their purposes; and

WHEREAS, CVD is willing to enter into an intergovernmental agreement with the Agencies to provide them with the Motorola CAD software for their use in the Southwest Emergency Dispatch Center;

NOW, THEREFORE, in consideration of the promises, terms, conditions and considerations herein, CVD and the Agencies agree as follows:

1. The term of this Agreement shall be effective from the date of execution hereof to December 31, 2032. In any event, CVD and/or any of the Agencies, can cancel all or part of this Agreement at any time, without cause, upon six (6) months prior written notice. However, all amounts set forth in Exhibit "A" attached hereto due and payable by any of the Agencies, before the final termination date of any of the Agencies, shall be paid to CVD.

- CVD shall furnish to the Agencies, Motorola CAD software that will include the ability to provide the following Motorola CAD software at the costs listed on Exhibit "A" attached hereto:
 - Premier One CAD with Mapping
 - Premier One Mobile (Windows)
 - Premier One Mobile (iOS or Android)
 - Premier One Records
- The Agencies shall each individually timely pay CVD said amounts due and payable
 by January 10th of each year in return for receiving the licenses and maintenance for
 the Motorola CAD software set forth above and set forth on Exhibit "A" attached
 hereto.
- 4. Notwithstanding Section 1. above, in the event that any Agency fails to make any payment due hereunder or otherwise fails to comply with any term, condition or provision of this Agreement, CVD may, at its option, immediately cancel and terminate this Agreement as to that defaulting Agency and/or pursue any other remedy available at law or in equity.
- 5. All notices or other communications required or permitted under this Agreement shall be in writing and either delivered personally or mailed, by certified U.S. mail, return receipt requested, or sent by a nationally recognized overnight courier, delivery and postage charges prepaid, to the addresses listed below or to such other address as either Party may designate in writing:

If to Strongsville:

City of Strongsville 16099
Foltz Parkway
Strongsville, OH 44149
Attention: Mayor Thomas Perciak and Charles Goss, Director of Public Safety
(with a copy to the Law Director at the above address)

If to Berea:

City of Berea
11 Berea Commons
Berea, OH 44017
Attention: Mayor Cyril Kleem
(with a copy to the Law Director at the above address)

If to Brook Park:

City of Brook Park 6161 Engle Road Brook Park, OH 44142 Attention: Mayor Edward Orcutt

(with a copy to the Law Director at the above address)

If to Middleburg Heights:

City of Middleburg Heights
15700 Bagley Road
Middleburg Heights, OH 44130
Attention: Mayor Matthew Castelli
(with a copy to the Law Director at the above address)

If to North Royalton:

City of North Royalton 14600 State Road North Royalton, OH 44133 Attention: Mayor Larry Antoskiewicz (with a copy to the Law Director at the above address)

If to Olmsted Falls:

City of Olmsted Falls
26100 Bagley Road
Olmsted Falls, OH 44138
Attention: Mayor James Patrick Graven
(with a copy to the Law Director at the above address)

If to Olmsted Township:

Olmsted Township 26900
Cook Road
Olmsted Township, OH 44138
Attention: Brian Gillette, Fiscal Officer
(with a copy to the Law Director at the above address)

If to the CVD:

Chagrin Valley Dispatch
4470 Oakes Road
Brecksville, OH 44141
Attention: Administrator Nick DiCicco
(with a copy to the Law Director at the above address)

- 6. This Agreement shall be subject to and governed by the laws of the State of Ohio.
- 7. This Agreement constitutes the entire agreement of the Parties with regard to the subject matter, and is intended as a complete and exclusive statement of the promises, representation, negotiations, discussions and agreements of the Parties.

No modification or amendment of this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

- 8. The waiver of any Party hereto of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or any other provision. No waiver shall be binding unless it is in writing, and no course of dealing, delay or omission in the exercise of any rights shall operate as a waiver.
- 9. No Party hereto shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including, but not limited to, strikes, inmate disturbances, acts of God, civil or military authority, earthquakes, floods, or any similar cause beyond the reasonable control of either Party.
- 10. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
- 11. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
- 12. The undersigned representatives of each of the Parties hereby represent and warrant that he/she is the duly authorized officer or agent of such Party, that each Party has approved this Agreement by appropriate legal and/or legislative action, and that this Agreement constitutes a valid and binding contract and agreement properly undertaken and binding upon each of the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

Signed in the presence of:	CITY OF STRONGSVILLE
	By: Thomas P. Perciak, Mayor
Signed in the presence of:	CITY OF BEREA
	By:Cyril Kleem, Mayor

Signed in the presence of:	CITY OF BROOK PARK
	By:Edward Oreutt, Mayor
Signed in the presence of:	CITY OF MIDDLEBURG HEIGHTS By: Matthew J. Castelli, Mayor
Signed in the presence of:	CITY OF NORTH ROYALTON By: Larry Antoskiewicz, Mayor
Signed in the presence of:	CITY OF OLMSTED FALLS By; James Patrick Graven, Mayor
Signed in the presence of:	OLMSTED TOWNSHIP By: Brian Gillette, Fiscal Officer
Signed in the presence of:	"CVD" CHAGRIN VALLEY DISPATCH COUNCIL
· .	By: Kirsten Holzheimer-Gail Its: President

EXHIBIT "A"

<u>ltem</u>	<u>Seats</u>	Ī	icense	ī	<u>Vlaint</u>		<u>Y1</u>	<u> Y2</u>	Y10 Maint	An	nual Cost	Ţ	otal Cost
Premier One CAD with Mapping													
Berea	2	\$ 1	8,125.00	\$ 5	,205.00	\$	36,250.00	Ş	10,412.00	\$	•	\$	129,958.00
Brook Park	2	\$ 1	8,125.00	Š 5	,205,00	\$	36,250.00	\$	•	\$		\$	129,958.00
Middleburg Helghts	3	\$ 1	8,125.00	\$ 5	,206.00	\$	54,375.00	\$	15,618.00	\$	-	\$	194,937.00
North Royalton	4	\$ 1	8,125.00	\$ 5	,206.00	\$	72,500.60	\$	20,824.00	\$	25,991.60	\$	259,916.00
Olmsted Falls	1	\$ 1	8,125.00	\$:	,206.00	\$	18,125.00	\$	5,206.00	\$	6,497.90	\$	64,979,00
Olmsted Twp	1	\$ 1	8,125.00	\$:	,206.00	\$	18,125.60	\$	•	\$	6,497.90	Ş	64,979.00
Strongsville	5	\$ 1	18,125,00	\$:	,206,00	\$	90,625.00	\$	26,030.00	\$	32,489,50	\$	324,895.00
Total	18					\$	326,250.00	\$	93,708,00	Ş	116,962.20	Ş 7	1,169,622.00
Premier One Mobile (Windows)	4-		1 012 00		362,00	ć	15,645.00	\$	5,430.00	\$	6,451,50	\$	64,515.00
Berea	15	\$	1,043.00	\$		\$	16,688.00	\$	5,792.00	\$	6,881.60	\$	68,816.00
Brook Park	16	\$		\$	362,00 362,00	\$	18,774.00	\$	6,516.00	\$	7,741,80	Ś	77,418.00
Middleburg Heights	18	\$	1,043.00	\$ \$	362.00	\$	15,645.00	\$	5,430,00	\$	6,451,50	Š	64,515.00
North Royalton	15 7	\$	-	ڊ څ	362.00	\$	7,301.00	\$	2,534.00	Š	3,010.70	\$	30,107,00
Olmsted Falls	9	\$	1,043.00	\$	362.00	\$	9,387.00	\$	3,258.00	\$	3,870,90	\$	38,709.00
Olmsted Twp	33	\$	1,043.00 1,043.00	\$	362.00	\$	34,419,00	Š	11,946.00	\$	14,193.30	Ś	141,933.00
Strongsville	113	3	3,043,00	- 3	302.00	<u> </u>	117,859.00	Ś	40,906,00	\$	48,601.30	5	486,013.00
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Premier One Mobile (iOS or Android)								4			ara aa	,	0 500 80
Berea	5	\$	458.00	\$	140,60	\$	2,290.00	\$	700.00	\$	859,00	\$	8,590.00 10,308.00
Brook Park	6	\$	458,00	\$	140,00	\$	2,748.00	\$	840,00	\$	1,030.80 2,061.60	₹ \$	20,516.00
Middleburg Heights	12	\$	458.00	\$	140.00	\$	5,496.00	\$	1,680.00	\$	2,405.20	\$	24,052.00
North Royalton	14	•	458.00	\$	140.00	\$	6,412,00	\$	1,960.00	\$	1,030.80	\$	00.80E,01
Olmsted Falls	6	\$	458.00	\$	340.00	\$	-	\$	840.00 840.00	\$	1,030.80	\$	10,308.00
Olmsted Twp	6	\$	458.00	-	140.00	\$	-	\$ \$		\$	3,436.00	\$	34,360,00
Strongsville	20	_	458,00	\$	140.00			<u>-⊋</u> \$	2,800,00 9,660.00	\$	11,854.20	\$	118,542.00
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Premier One Records						_					. 		47 00C 00
Berea	14	\$	938,00	-	269.00	\$	-	- 1	3,766.00	٠.	-		47,026.00
Brook Park	16	-	938.00	-	269.00	\$			4,304.00		•		53,744.00
Middleburg Heights	16	-		-	269,00	\$		- 2	4,304.00		•	_	53,744.00
North Royalton	25	_				\$	••		6,725.00	- 1	•		83,975.00
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Olmsted Twp) \$					\$ -	4	5 -	\$	-	\$	
Strongsville	() \$	862.50) \$	229,38		<u> - </u>		-		<u> </u>	<u>\$</u>	
Total)				:	\$ -		\$ <u>-</u>		<u> </u>	Þ	<u> </u>
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Berea Costs Fee City										Ş	25,008,90	3 5	
Brook Park	;		. *	, .		. '	٠,	•		4	26,282,60	3 \$	262,826,00
Middleburg Heights	: ' '	٠								Ş	34,671.50	3	346,715.00
North Royalton			· • •							- 3	\$ 49,245.8		
Olmsted Falls		٠			,		•			;	\$ 14,234,3		
Olmsted Twp	7 .		,	•	•					. :	\$ 14,422.7		
Strongsville			,	٠.,							\$ 66,913,8	0 \$	669,138,00
Total			·	<u> </u>				٠,٠	:		\$ 224,779.6	0 (3	2,247,796,00
								-			A		
Grand Total							\$ 607,969.0	0	\$ 182,203.0	0	\$ 224,779.6	ប្	\$ 2,247,796.00
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