

Safety  
P/C 01/17/23  
Prior CA 01/17/23  
1st R \_\_\_\_\_  
2nd R \_\_\_\_\_  
3rd R \_\_\_\_\_  
B/C \_\_\_\_\_

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 11313-2023

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

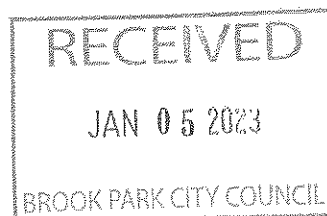
NOW THEREFORE, BE IT ORDAINED, by the Council of the City of  
Brook Park, State of Ohio, that:

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.

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 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.



PASSED:

January 17, 2023

ATTEST:

Carol Johnson  
Clerk of Council

M. P. K. Kevlin  
PRESIDENT OF COUNCIL

APPROVED:

Ed M. Butt  
MAYOR

01/17/23  
DATE

**CERTIFICATE**

Carol Johnson, Clerk of Council, of the City of Brook Park, Ohio, do hereby certify that the foregoing is a true and accurate copy of Ordinance/Resolution No. 11313-2023

passed on the 17 day of January, 2023 by said council.

Carol Johnson  
Clerk of Council

I, Carol Johnson, Clerk of Council for the City of Brook Park, State of Ohio, do hereby certify that there is no newspaper of general circulation in the municipality and that publication of the foregoing ordinances/resolutions was made by posting true copies at five of the most public places in said municipality as determined by Ordinance No. 4838-1975; location City Hall 6161 Engle Road, Police Station 17401 Holland Road, #2 Fire Station 22530 Ruple Parkway, #3 Fire Station 17401 Holland Road, Brook Park Library 6165 Engle Road, for a period of fifteen days.

commencing January 18, 2023  
Carol Johnson  
CAROL JOHNSON  
Clerk of Council

	Yea	Nay
Troyer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mencini	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Roberts	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Scott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Coyne	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Poindexter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Salvatore	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I HEREBY APPROVE THE WITHIN INSTRUMENT AS TO LEGAL FORM AND CORRECTNESS

[Signature]  
DIRECTOR OF LAW



## ANNUAL LEASE AGREEMENT FOR JAIL HOUSING AND ANCILLARY SERVICES

This is a lease agreement between the City of North Royalton, Ohio, Lessor, hereinafter "Royalton", and the City of Brook Park, Ohio, hereinafter Lessee, for the extension of jail housing and ancillary services on an annual basis.

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:

- 1) 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 operation 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;
- 9) 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 15<sup>th</sup> 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 30<sup>th</sup> 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 Antoskiewicz, 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