

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 Berea, Ohio, Lessee hereinafter "Berea" for the extension of jail housing and ancillary services.

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: Berea seeks to lease one (1) jail cell bed on an exclusive basis for its own purposes,

Now therefore the parties agree as follows:

- 1) Royalton agrees to lease to Berea and Berea agrees to lease from Royalton one (1) jail cell bed in the North Royalton Municipal Jail for Berea's exclusive use at all times during the term of the lease;
- 2) The term of this lease shall be for three (3) months from April 1, 2022 at 12:00AM through June 30, 2022 at 11:59PM;
- 3) This lease shall NOT renew automatically but may be renewed by mutual agreement;
- 4) In consideration for this lease Berea shall pay to Royalton the sum of Fourteen Thousand Dollars (\$14,000.00) payable monthly in three equal installments in advance on the first day of each month without demand or invoice;
- 5) Royalton reserves the right to select the specific cell bed to be assigned for Berea'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;

- 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 Berea 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 Berea prisoners shall be billed separately to Berea, 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 Berea;
- 9) Royalton will provide all required booking and processing of Berea prisoners in accord with the then current North Royalton Jail Policy Manual; Royalton will provide in-house video arraignment service to the Berea Municipal Court subject to the technical limitations of the service and equipment;
- 10) All prisoner transport that may be required for any reason (except as noted in paragraph 7 above) is the sole responsibility of Berea;
- 11) Berea 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;
- 12) 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;
- 13) Royalton agrees to offer Berea 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 Berea at the then current daily rate for non-exclusive cell bed availability;
- 14) Royalton will conduct a review to determine the lease rate for the coming year and communicate that rate to the lessee on or about August 31st of each lease year in order to allow for lessee to properly budget for its purpose;
- 15) This lease shall terminate at 11:59 PM on June 30, 2022;
- 16) Royalton will make every reasonable effort to fulfill its commitments herein however, notwithstanding any other provision, 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;

- 17) Berea agrees to add Royalton as an additional insured on its municipal liability insurance policy for any and all claims made by, for or on behalf of any of its prisoners while in the custody of Royalton in the sum of two million dollars per incident and to provide evidence thereof to Royalton prior to the commencement of the lease;
- 18) This agreement is distinct and separate from and in addition to any prior agreement for jail services on a non-exclusive basis.

The parties identified below affirm that they are authorized to execute this agreement by Ordinance duly enacted by their respective legislative authorities or are possessed of independent authority by their governmental agency.

Mayor Larry Antoskiewicz
City of North Royalton
Lessor

Date

Mayor Cyril Kleem
City of Berea
Lessee

Date

Approved as to form: _____

Thomas A. Kelly, Law Director
City of North Royalton

Approved as to form: _____

Barb Jones, Law Director
City of Berea