

CITY OF BROADVIEW HEIGHTS, OHIO

RESOLUTION NO. 2022-69

INTRODUCED BY MAYOR AND ENTIRE COUNCIL

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO
A LEASE AGREEMENT BETWEEN THE CITY OF BROADVIEW
HEIGHTS AND THE CITY OF NORTH ROYALTON
FOR PRISONER HOUSING
AND DECLARING AN EMERGENCY.


WHEREAS, the City Council has determined that it is in the best interest of the City of enter into an agreement between the City of Broadview Heights and the City of North Royalton for a lease agreement for Prisoner Housing.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BROADVIEW HEIGHTS, COUNTY OF CUYAHOGA AND STATE OF OHIO:


SECTION 1. The Mayor is hereby and herein authorized to enter into an agreement between the City of Broadview Heights and the City of North Royalton for a lease agreement for Prisoner Housing as delineated in Exhibit "A" attached hereto and made a part hereof as if fully rewritten.

SECTION 2. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, peace, safety and welfare for the reason stated in the Preamble hereof, and provided it receives the affirmative vote of five (5) or more of the members of Council and signature of the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: April 18, 2022


ROBERT BOLDT, PRESIDENT OF COUNCIL

DATE FILED
WITH MAYOR: April 18, 2022

APPROVED: 
SAMUEL J. ALAI, MAYOR

ATTEST: 
HELEN DUNLAP, CLERK OF COUNCIL

DATE APPROVED: April 18, 2022

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 Broadview Heights, Ohio, hereinafter Lessee 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: 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, 2022 at 12:00AM through December 31, 2022 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 Fifty-Six Thousand Dollars (\$56,000.00) 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;
- 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) Broadview Heights will be given reasonable notice, as soon as possible, of any circumstances requiring medical treatment described in paragraphs seven and eight;
- 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;
- 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;
- 14) Royalton agrees to offer Lessee 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 non-exclusive cell bed availability;
- 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 August 31st of each lease year in order to allow for Lessee to properly budget for its purpose;
- 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 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;
- 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.

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

X 

April 18, 2022

Mayor Samuel J. Alaj
City of Broadview Heights
Lessee

Date

Approved as to form: _____

Thomas A. Kelly, Law Director
City of North Royalton

Approved as to form:  _____

Vince Ruffa, Law Director
City of Broadview Heights