

ORDINANCE NO. 2022 - 14

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE CITY OF NORTH ROYALTON TO PROVIDE FOR PRISONER HOUSING SERVICES, AND DECLARING AN EMERGENCY

WHEREAS, the Police Chief, the Director of Safety, and the Director of Law have reviewed and recommend that Council authorize an annual Agreement with the City of North Royalton to provide for prisoner housing and jail services to the City of Parma Heights, reserving space at a fixed annual fee.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Parma Heights, County of Cuyahoga and State of Ohio:

Section 1: The Mayor is authorized to enter into an Agreement with the City of North Royalton in the form of Exhibit "A" attached hereto and incorporated herein as though fully rewritten.

Section 2: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 3: This Ordinance is declared to be an emergency measure necessary for the public peace, health and safety of the Municipality and for the further reason that this Agreement is necessary for the immediate housing of prisoners; wherefore it shall be in full force and effect immediately after its passage by Council and approval by the Mayor.

PASSED: April 25, 2022

Thomas Rounds
PRESIDENT OF COUNCIL

ATTEST: Barbara S. Allen

April 25, 2022
APPROVED

FILED WITH
THE MAYOR: April 25, 2022

Marie Gallo
MAYOR MARIE GALLO

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 Parma 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) Parma 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

Mayor Marie Gallo
City of Parma Heights
Lessee

Date

Approved as to form: _____
Thomas A. Kelly, Law Director
City of North Royalton

Approved as to form: _____
Mark A. Schneider, Law Director
City of Parma Heights