

ORDINANCE RECORD

VILLAGE OF NEWBURGH HEIGHTS, OHIO

ORDINANCE NO. 2022-67

INTRODUCED BY: Mayor Traore

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NON-EXCLUSIVE PER DIEM LEASE AGREEMENT FOR JAIL HOUSING AND ANCILLARY SERVICES WITH THE CITY OF NORTH ROYALTON FOR HOUSING OF PRISONERS, AND DECLARING AN EMERGENCY.

WHEREAS, the Village wishes to contract with the City of North Royalton for jail and prisoner housing services;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL FOR THE VILLAGE OF NEWBURGH HEIGHTS, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

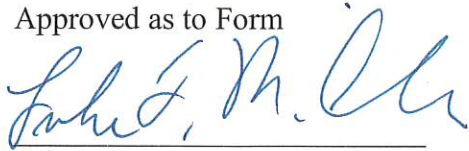
Section 1. Council hereby authorizes and directs the Mayor to enter into a Non-Exclusive Per diem Lease Agreement for Jail Housing and Ancillary Services with the City of North Royalton for performance of jail and prisoner housing services, on the terms and conditions set forth in a certain Letter Agreement, which Letter Agreement shall be in the form attached hereto as Exhibit A, and which exhibit is incorporated herein by reference as if fully rewritten.

Section 2. That 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 that resulted in such formal action occurred in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of public peace, health and safety of the inhabitants of the Village of Newburgh Heights, such emergency being the need to have a contract in place for housing prisoners; wherefore, provided it receives the affirmative vote of four (4) or more of the members elected or appointed to this Council, this Ordinance shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

PASSED: November 1, 2022

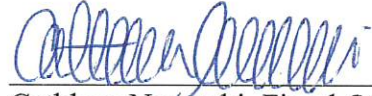
Approved as to Form



Solicitor



Gigi Traore, Mayor
Village of Newburgh Heights, Ohio



Cathleen Nagorski, Fiscal Officer
Village of Newburgh Heights, Ohio

1ST Reading: 11/1/2022
2ND Reading: 11/1/2022
3RD Reading: 11/1/2022

North Royalton Police Department

14000 Bennett Road
North Royalton, Ohio 44133




October 14, 2022

Chief,

Effective **January 1, 2023** an increase in the daily housing rate will occur. The present rate of \$135 per day will be increased to \$200 per day because of the ever increasing costs associated with staffing and supplies. The Law Department has enclosed a Per Diem Lease Agreement that explains all of the components associated with the agreement.

I look forward to working with you in the future in providing the level of service and professionalism that you expect. If there are any questions or concerns I can be contacted through the information provided below.

Thank you and be safe,


Marty Toukonen
Jail Administrator
North Royalton Police Department
14000 Bennett Road
North Royalton, Ohio 44133
ph 440-582-6227 fax 440-237-7214
cotoukonen@police.northroyalton.org

NON-EXCLUSIVE PER DIEM LEASE AGREEMENT FOR JAIL HOUSING AND ANCILLARY SERVICES

This is a lease agreement between the City of North Royalton, Ohio, Lessor, hereinafter "Royalton", and Village of Newburgh Heights, Ohio, hereinafter Lessee (CITY, LAW ENFORCEMENT AGENCY, SELF-PAY INDIVIDUALS), for the extension of jail housing and ancillary services on a per diem 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 a non-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 jail cell beds on a non-exclusive per diem 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 jail cell beds in the North Royalton Municipal Jail for Lessee's non-exclusive per diem use at all times during the term of the lease; leasing of jail cell beds under this lease is entirely contingent upon availability as determined by Royalton;
- 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;
- 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 per diem RENTAL sum Two Hundred Dollars (\$200.00) PER BED per diem; rental charges will be billed approximately monthly and payment is required within 30 days; SELF PAY LESSEES ARE REQUIRED TO PAY IN FULL AND IN ADVANCE OF SERVICES;
- 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 the ANNUAL EXCLUSIVE lease for such convenience as that may offer to Lessee at the then current daily rate for 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 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 Antoskiewicz, City of North Royalton

Date

Mayor Fig Traore, Village Newburgh Heights
City of

Date

Approved as to form:

Thomas A. Kelly, Law Director
City of North Royalton

Approved as to form:

Law Director