

**RESOLUTION RECORD**  
**COUNCIL OF THE CITY OF BRECKSVILLE**

Resolution No. 5483

**A RESOLUTION MAKING NECESSARY  
ADVANCES BETWEEN CERTAIN FUNDS  
FOR THE FISCAL YEAR ENDING DECEMBER 31, 2023;  
AND DECLARING AN EMERGENCY**

**WHEREAS**, pursuant to Bulletin 97-03 issued by the Ohio Auditor of State, the Council deems it necessary to advance funds of the City for the fiscal year ending December 31, 2023.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

**SECTION 1.** The Director of Finance be authorized to make the following advance between certain funds of the City:

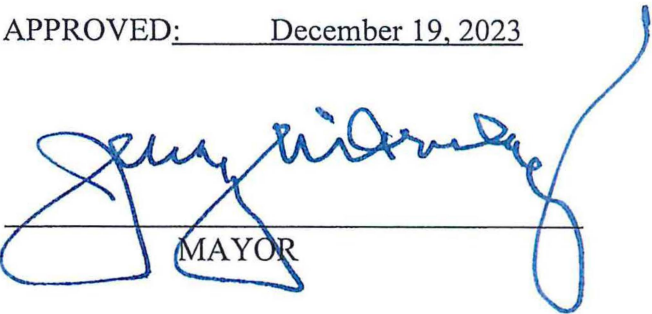
<u>From</u>	<u>Return of Advance</u>	<u>To</u>
General Municipal Imp. Fund 4800171-49010	\$ 2,459,590.00	General Fund R1100830-09400
Recreation Expansion Fund 2410240-49010	\$ 25,000.00	General Fund R1100830-09400

**SECTION 2.** The Director of Finance be, and is hereby authorized to make payments from any of the foregoing advanced funds upon receiving prior invoices and vouchers therefor, approved by the persons authorized by law to approve the same.

**SECTION 3.** The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is that the same is related to the daily operation of a municipal department, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: December 19, 2023

APPROVED: December 19, 2023

  
MAYOR

  
CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5483 duly passed by the Council of the City of Brecksville, Ohio, on 12-19, 20 23, and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 12-22, 20 23.

  
CLERK OF COUNCIL

**RESOLUTION RECORD**  
**COUNCIL OF THE CITY OF BRECKSVILLE**

Resolution No. 5484

**A RESOLUTION AUTHORIZING THE MAYOR TO  
EXECUTE AN ORDER FORM INCLUDING THE MASTER  
SERVICES AGREEMENT WITH FLOCK GROUP, INC.  
FOR ACCESS TO THE FLOCK SERVICES ON EXISTING  
DEVICES; AND DECLARING AN EMERGENCY**

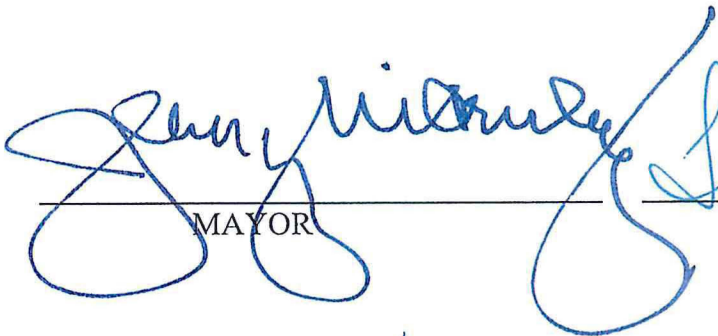
**BE IT RESOLVED** by the Council of the City of Brecksville, County of Cuyahoga,  
and State of Ohio, that:

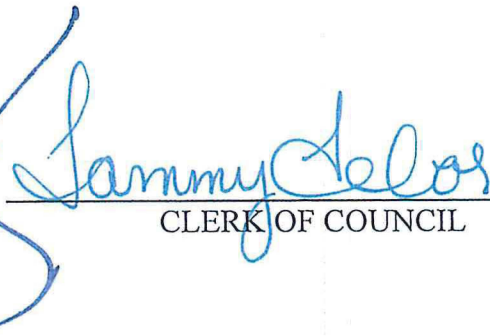
**SECTION 1.** The Mayor be, and he hereby is, authorized to execute an Order Form including the Master Services Agreement with Flock Group, Inc. for access to the Flock Services on existing devices a copy of which Order Form and Master Services Agreement is attached hereto as Exhibit "A."

**SECTION 2.** The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency relates to the necessity for access to the services for existing devices, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

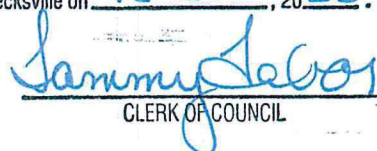
PASSED: December 19, 2023

APPROVED: December 19, 2023

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5484 duly passed by the Council of the City of Brecksville, Ohio, on 12-19, 20 23 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 12-22, 20 23.

  
\_\_\_\_\_  
CLERK OF COUNCIL



**Flock Safety + OH - Brecksville PD**

---

Flock Group Inc.  
1170 Howell Mill Rd, Suite 210  
Atlanta, GA 30318

---

MAIN CONTACT:  
Darwin Aldrich  
[darwin.aldrich@flocksafety.com](mailto:darwin.aldrich@flocksafety.com)  
7702312603

flock safety

Implementation Fee

Subtotal Year 1:	\$59,000.00
Annual Recurring Subtotal:	\$55,000.00
Discounts:	\$55,000.00
Estimated Tax:	\$0.00
Contract Total:	\$279,000.00



Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Includes the ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety’s maps are powered by ESRI, which offers the ability for 3D visualization, viewing street plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit stops, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: OH - Brecksville PD

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By:  \_\_\_\_\_

Name: Jerry N. Hruby

Title: Mayor

Date: 12-19-2023

PO Number: \_\_\_\_\_



exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

## 1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

(***Retention Period***). Authorized End Users will be required to sign up for an account and select a password and username (***User ID***). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

**2.2 Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

**2.3 Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at [support@flocksafety.com](mailto:support@flocksafety.com) (such services collectively referred to as ***Support Services***”).

**2.4 Upgrades to Platform.** Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

**2.5 Service Interruption.** Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or



**3.1 Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as *“Customer Obligations”*).

**3.2 Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

#### **4. DATA USE AND LICENSING**

**4.1 Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

**4.2 Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information,

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

**5.2 Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.



## 7. TERM AND TERMINATION

**7.1 Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

**7.2 Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

**7.3 Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

## 8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

**8.1 Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “**Defect**”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

**8.2 Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule

institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

## **9. LIMITATION OF LIABILITY; INDEMNITY**

**9.1 Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED TWICE THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

**9.2 Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the



designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

**10.3 Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

---

**10.4 Customer Installation Obligations.** Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

**10.5 Flock's Obligations.** Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

## **11. MISCELLANEOUS**

**11.1 Compliance With Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

**11.2 Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

execution by authorized representatives (“*Special Terms*”). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

**11.8 Publicity.** Flock has the right to reference and use Customer’s name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

**11.9 Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

**11.10 Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation (“FAR”), section 2.101, the Services, the Flock Hardware and Documentation are “commercial items” and according to the Department of Defense Federal Acquisition Regulation (“DFAR”) section 252.2277014(a)(1) and are deemed to be “commercial computer software” and “commercial computer software documentation.” Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

**11.11 Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

**11.12 Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210  
ATLANTA, GA 30318  
ATTN: LEGAL DEPARTMENT  
EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: \_\_\_\_\_

ATTN: \_\_\_\_\_

EMAIL: \_\_\_\_\_



(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

**RESOLUTION RECORD**  
**COUNCIL OF THE CITY OF BRECKSVILLE**

Resolution No. 5485

**A RESOLUTION AUTHORIZING THE MAYOR TO  
EXECUTE AN AGREEMENT ON BEHALF OF THE  
CITY OF BRECKSVILLE WITH GANLEY CHEVROLET  
BROOKPARK FOR THE LEASE OF A 2024 CHEVROLET  
TAHOE LT; AND DECLARING AN EMERGENCY**

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of  
Brecksville, County of Cuyahoga, and State of Ohio, that:

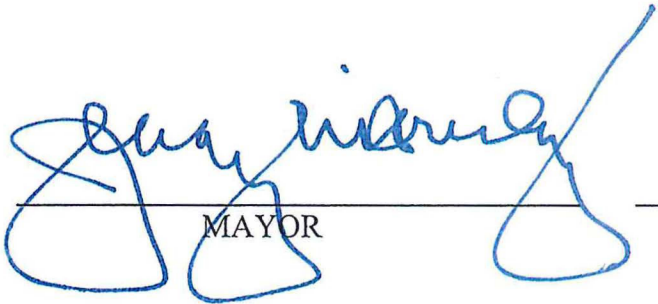
**SECTION 1.** The Mayor be, and he hereby is, authorized to execute a Lease Agreement with Ganley Chevrolet Brookpark, a copy of which Lease Agreement is attached hereto as Exhibit "A" and made a part hereof, for the lease of a 2024 Chevrolet Tahoe LT for use by the Mayor/Director of Public Safety for a period of thirty-six (36) months at a cost of \$685.53 per month, and trade-ins of a 2011 Ford Fusion, two (2) 2012 Dodge Chargers, and a 2015 Jeep Grand Cherokee valued at eighteen thousand nine hundred fifty dollars (\$18,950.00).

**SECTION 2.** The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof, and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer's certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes as expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

**SECTION 3.** The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency relates to the daily operation of a municipal department, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: December 19, 2023

APPROVED: December 19, 2023

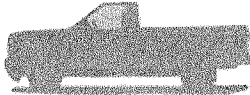
  
MAYOR

  
CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5485 duly passed by the Council of the City of Brecksville, Ohio, on 12-19, 20 23 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 12-22, 20 23.

  
CLERK OF COUNCIL

2024 CHEVROLET TRUCKS TAHOE 4WD (4DR WGN LT SUPPORTED)

	Term: 36	Tier: A+
	Annual Mileage: 12k	Max Advance: 115.00%
	Incr Max Advance 10% for	Single Pay: N
	20 Mfactor points: N	
	MSRP: \$69,590	Net Selling Price: \$69,590
	Dealer Discount: \$0	Net Cap: \$51,335
	Lease Cash: \$0	Down Payment: \$0
	Net Trade: \$18,950	Other Incentives: \$0
	Ancillary/Other: \$0	Mileage at Inception: 0
	Purchase Miles: 0	Upfit: \$0
	Acq Fee: \$695	Acq Fee Waiver: N
	Dealer Flat/Mfactor: 100	Mfactor incl. Markup:
	MF points - (2.40% APR)	0.00433
	Lease APR Equiv: 10.39%	Residual %: 59%
	Residual \$: \$41,058	LTV(%MSRP) 74%
Security Deposit: Waived		

Due at Signing \$685.53

Payment w/o Taxes

\$685.53

The information provided is for illustration purposes and is an estimate only. Calculator does not constitute an approval or final terms. GMF assumes no responsibility for errors or omissions. All pricing, rates, programs, etc. are subject to change without notice.



# RESOLUTION RECORD

## COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5486

### A RESOLUTION ACCEPTING A TEMPORARY CLEARING AND GRADING EASEMENT ACROSS CERTAIN LANDS OWNED BY CITY OF CLEVELAND - KNOWN AS BLOSSOM HILL FARM AND KNOWN AS PPN 603-09-003; AND DECLARING AN EMERGENCY

**WHEREAS**, the City of Brecksville must accept a Temporary Clearing and Grading Easement across certain lands owned by City of Cleveland - Known as Blossom Hill Farm for the Blossom Trail Project.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

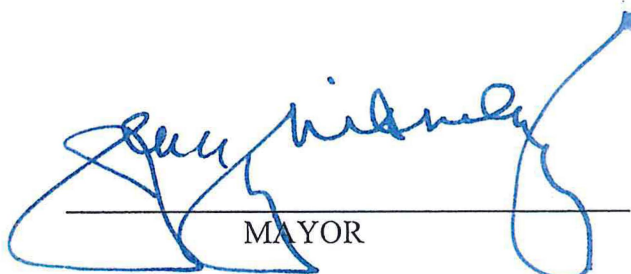
**SECTION 1.** The Mayor be, and he hereby is, authorized to accept a Temporary Clearing and Grading Easement across certain lands owned by City of Cleveland - Known as Blossom Hill Farm and known as PPN 603-09-003, a copy of which Easement is attached hereto, expressly made a part hereof by reference and marked Exhibit "A."

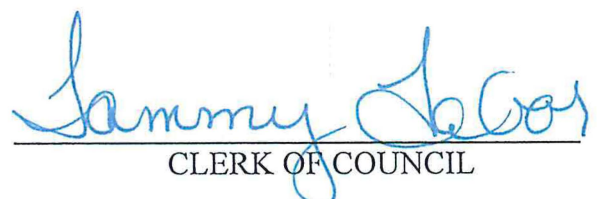
**SECTION 2.** The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer's certificate necessary to make the expenditures as described in Section 1. hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes expressed in Section 1. hereof, said amounts to be charged to the appropriately designated Fund.

**SECTION 3.** The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is that it is necessary to undertake and construct the project, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: December 19, 2023

APPROVED: December 19, 2023

  
MAYOR

  
CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5486 duly passed by the Council of the City of Brecksville, Ohio, on 12-19, 20 23 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 12-22, 20 23.

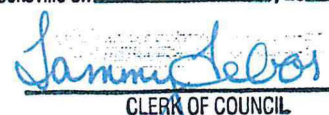
  
CLERK OF COUNCIL



EXHIBIT "A"

TEMPORARY CLEARING AND GRADING EASEMENT

ACROSS CERTAIN LANDS OWNED BY:

CITY OF CLEVELAND – KNOWN AS BLOSSOM HILL FARM

[Permanent Parcel No. 603-09-003]

This non-exclusive Temporary Clearing and Grading Easement (hereinafter the "Temporary Easement") is made this 19 day of December, 2023, from the City of Cleveland – Blossom Hill Farm, together with its heirs, administrators, executors, successors and assigns (hereinafter collectively referred to as the "Grantor"), who is the owner of certain land recorded as Parcel "C" of the Lot Split & Consolidation Plat, Volume 342, Page 95 of Cuyahoga County Records (hereinafter referred to as the "Premises"), to the City of Brecksville, Ohio, and/or its duly authorized departments, divisions employees, agents, contractors and/or subcontractors (hereinafter referred to as the "Grantee"). This Temporary Easement is authorized by Ordinance No. 706-2023, which was passed by Cleveland City Council on September 25, 2023, and Resolution No. 537-23 of the Board of Control of the City of Cleveland, adopted October 18, 2023.

**WHEREAS**, the Grantee will be undertaking a Public Sidewalk Project (hereinafter referred to as the "Project") to install a new sidewalk across a portion of the Premises and it is therefore necessary that the Grantee be granted the temporary right to enter onto the Premises for the purposes related to such Project and other matters incident thereto;

**NOW, THEREFORE**, in exchange of the mutual covenants express herein, the undersigned Grantor and Grantee hereto agree as follows:

1. Grantor hereby grants to Grantee the non-exclusive temporary right to enter onto certain areas of its Premises delineated in the Legal Description attached hereto and expressly made a part hereof by reference and marked **Exhibit "A"** for the purposes of undertaking and constructing the Project and all matters incident and related thereto, including removing obstructions and grading as necessary to install a public sidewalk, replace a driveway apron, plant tree lawn trees, and perform restoration. As detailed, highlighted and marked as "Temporary Clearing & Grading Easement" at page 2 of 2 of Exhibit A, the Temporary Easement is ten (10) feet wide and runs parallel with the planned new sidewalk installation of which a separate and corresponding permanent easement is being granted.
2. The Grantee assumes all initial construction costs, including retaining general liability insurance with reasonable and customary dollar limits, for the Project.
3. Upon completion of initial construction, Grantee relinquishes rights to access the Temporary Easement area and the maintenance of the sidewalk easement area becomes the responsibility of the Grantor with the exception of the tree-lawn trees that will remain the Grantee's maintenance responsibility. Furthermore, the Grantee reserves the right, but not responsibility, to maintain the public sidewalk if Grantee deems appropriate.
4. Grantor grants further permission to the Grantee to store material and equipment within said Temporary Easement area on the Premises on a temporary basis related to the construction of the Project. The Project shall be substantially complete within thirty (30) days after initial mobilization. Access for final restoration and addressing the Project punch list items shall not exceed ninety (90) days after initial mobilization.
5. It is further understood and agreed that the right to enter upon the Premises and appurtenances thereto shall be for the limited purpose of the aforesaid Project and the other work to be performed by the Grantee hereunder and this Temporary Easement and the rights granted to the Grantee shall terminate and be held for

naught upon the completion of the Project as reasonably determined by the Grantee's City Engineer.

6. That this right-of-entry is granted only for the purpose of the aforementioned work and shall terminate upon completion of such work.
7. The property shall be returned to its original condition and this requirement shall be included in the official plans for the Project.
8. The Grantee will assume no obligation of maintenance of the Temporary Easement area after the completion of the aforementioned work and acceptance by the Grantee.

[REMAINING PAGE INTENTIONALLY BLANK – SIGNATURE PAGES FOLLOWS]

**IN WITNESS WHEREOF**, the City of Cleveland, by and through its Director of Public Utilities, does hereby grant the within Temporary Easement and all the terms and conditions thereof this \_\_\_\_\_ day of \_\_\_\_\_, 2023, as authorized by Ordinance No. 706-2023 of the Cleveland City Council, passed on September 25, 2023, and Resolution No. 537-23 of the Board of Control of the City of Cleveland, adopted October 18, 2023.

Signed in the presence of:

**CITY OF CLEVELAND**

\_\_\_\_\_

\_\_\_\_\_  
By: Director of Public Utilities

\_\_\_\_\_

The legal form and correctness of the within instrument is hereby approved:

\_\_\_\_\_  
Director of Law

By: \_\_\_\_\_  
Assistant Director of Law

Date: \_\_\_\_\_



CITY OF BRECKSVILLE

By: Jerry N. Hruby  
Jerry N. Hruby, Mayor

STATE OF OHIO                     )  
  ) SS:         NOTARY PUBLIC  
COUNTY OF CUYAHOGA    )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Jerry N. Hruby, the duly elected and acting Mayor of the City of Brecksville, who, after first being duly cautioned according to law, acknowledged that he has the power to bind the City of Brecksville, pursuant to appropriate councilmanic authorization, to the terms and conditions of the foregoing instrument and that he did sign the foregoing instrument as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Brecksville, Ohio, this 19 day of December, 2023.



TAMMY TABOR  
NOTARY PUBLIC - OHIO  
MY COMMISSION EXPIRES  
8-9-2028

Tammy Tabor  
Notary Public

This Temporary Grading and Access Easement was authorized by Resolution No. 5486, adopted by the Council of the City of Brecksville on the 19 day of December, 2023.

Tammy Tabor  
Tammy Tabor, Clerk of Council

Approved as to Form:

De. D. D. D.  
Law Director, City of Brecksville  
Law Director

**TEMPORARY EASEMENT EXHIBIT "A"**  
**P.P.N. 603-09-003**  
**CITY OF CLEVELAND**  
CITY OF BRECKSVILLE  
CUYAHOGA COUNTY, OHIO

OAKES ROAD (60')



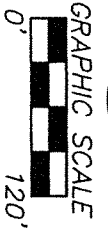
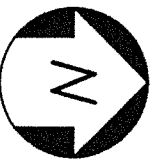
P.P.N. 603-09-001  
COURTNEY LEANNE MONTGOMERY  
A.F.N. 202108110645  
3800 OAKES ROAD

P.P.N. 603-09-002  
ANDREW SICKLE  
A.F.N. 201904030529  
3810 OAKES ROAD

TEMPORARY  
CLEARING &  
GRADING  
EASEMENT

P.P.N. 603-09-006  
BRECKSVILLE-BROADVIEW HEIGHTS  
CITY SCHOOL DISTRICT  
PARCEL "A"  
LOT SPLIT SURVEY  
A.F.N. 202005290162

P.P.N. 603-09-003  
CITY OF CLEVELAND  
BLOSSOM HILL FARM  
PARCEL "C"  
MAP OF LOT SPLIT & CONSOLIDATION  
VOL. 342, PG. 95



Temporary Grading & Access Easement Area  
City of Cleveland – Blossom Hill Farm  
P.P.N. 603-09-003  
DGB 3810-85-TRL

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

*OK  
EBW  
01-31-2023*

January, 2023

Situated in the City of Brecksville, County of Cuyahoga, and State of Ohio, and known as being part of Parcel "C" in a Map of Lot Split and Consolidation for City of Cleveland of part of Original Brecksville Township Lot No. 41, recorded in Volume 342, Page 95 of Cuyahoga County Map Records, and bounded and described as follows:

Beginning at a point in the centerline line of Oakes Road, 60 feet wide, being also the northerly line of said Original Lot No. 41, at its intersection with the easterly line of Parcel "A" in a Lot Split Survey recorded as A.F.N. 202005290162 of Cuyahoga County Records;

Thence South 00 degrees 31 minutes 40 seconds East along the easterly line of said Parcel "A", 30.00 feet to a point in the southerly line of Oakes Road;

Thence South 89 degrees 58 minutes 20 seconds East along the southerly line of Oakes Road, 214.50 feet to a point at its intersection with the easterly line parcel of land conveyed to Andrew Sickle by deed recorded as A.F.N. 201904030529 of Cuyahoga County Records;

Thence South 00 degrees 31 minutes 40 seconds East, along the easterly line of said land conveyed to Andrew Sickle, 10.00 feet and the principal place of beginning of the easement herein described

Thence South 89 degrees 58 minutes 20 seconds East, 333.27 feet to a point in the easterly line of said Parcel "C";

Thence South 00 degrees 07 minutes 57 seconds East along the easterly line of said Parcel "C", 10.00 feet to a point;

Thence North 89 degrees 58 minutes 20 seconds West, being parallel to the southerly line of Oakes Road and distant 10.00 feet therefrom by rectangular measurement, 333.36 feet to a point in the easterly line of said land conveyed to Andrew Sickle;

Thence North 00 degrees 31 minutes 40 seconds West, along the easterly line of said land conveyed to Andrew Sickle, 10.00 feet to the principal place of beginning as described by Donald G. Bohning & Associates, Inc. in January, 2023,

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.



# RESOLUTION RECORD

## COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5487

**A RESOLUTION ACCEPTING A PERMANENT EASEMENT FOR CONSTRUCTION, RECONSTRUCTION, MAINTAINING, REPAIRING AND INSTALLING A SIDEWALK AND DRIVEWAY APRON WITH LANDSCAPING ACROSS CERTAIN LANDS OWNED BY CITY OF CLEVELAND - KNOWN AS BLOSSOM HILL FARM AND KNOWN AS PPN 603-09-003; AND DECLARING AN EMERGENCY**

**WHEREAS**, the City of Brecksville must accept a permanent easement across certain lands owned by City of Cleveland - Known as Blossom Hill Farm for the Blossom Trail Project.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

**SECTION 1.** The Mayor be, and he hereby is, authorized to accept a Permanent Easement for construction, reconstruction, maintaining, repairing and installing a sidewalk and driveway apron with landscaping across certain lands owned by City of Cleveland - Known as Blossom Hill Farm and known as PPN 603-09-003; a copy of which Easement is attached hereto, expressly made a part hereof by reference and marked Exhibit "A."

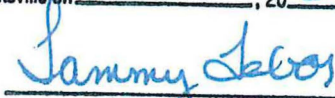
**SECTION 2.** The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer's certificate necessary to make the expenditures as described in Section 1. hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes expressed in Section 1. hereof, said amounts to be charged to the appropriately designated Fund.

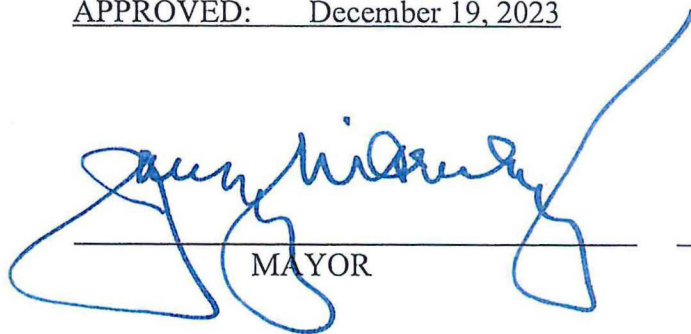
**SECTION 3.** The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is that it is necessary to obtain the easement to install a public sidewalk, replace the driveway apron and landscape, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.


PASSED: December 19, 2023

APPROVED: December 19, 2023

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5487 duly passed by the Council of the City of Brecksville, Ohio, on 12.19, 20 23 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 12.22, 20 23.

  
CLERK OF COUNCIL

  
MAYOR  
(LAST ONE)

  
CLERK OF COUNCIL



**ORDINANCE RECORD**  
**COUNCIL OF THE CITY OF BRECKSVILLE**

Ordinance No. 5672

**AN ORDINANCE ACCEPTING THE BID OF  
RISING SON COMPANY, INC. FOR THE  
HIGHLAND DRIVE STORM SEWER PROJECT;  
AND DECLARING AN EMERGENCY**

**WHEREAS**, pursuant to the publication of bids according to law, bids for the Highland Drive Storm Sewer Project in accordance with the specifications on file in the office of the Director of Purchasing, were received and opened according to law at 10:00 a.m. on Wednesday, November 22, 2023, and it being determined that the bid of Rising Son Company, Inc. was the lowest responsive and responsible bid.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

**SECTION 1.** The bid of Rising Son Company, Inc. for the Highland Drive Storm Sewer Project, in an amount not to exceed one hundred fifty-three thousand, eight hundred twenty-eight dollars (\$153,828.00), in accordance with the specifications on file in the office of the Director of Purchasing, be and the same is hereby accepted.

**SECTION 2.** The Mayor be and is hereby authorized and directed to enter into a contract on behalf of the City of Brecksville with Rising Son Company, Inc. set forth in Section 1 hereof, said contract to be in such form as is approved by the Director of Law.


**SECTION 3.** The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer's certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

**SECTION 4.** The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the need to commence with the project, therefore, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

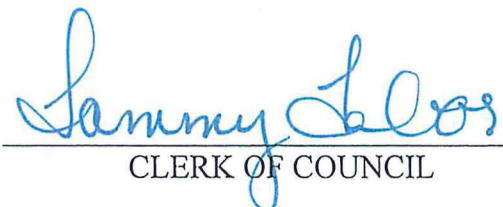
PASSED: December 19, 2023

APPROVED: December 19, 2023

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5672 duly passed by the Council of the City of Brecksville, Ohio, on 12.19, 20 23 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 12.22, 20 23.

  
CLERK OF COUNCIL

  
MAYOR

  
CLERK OF COUNCIL



**ORDINANCE RECORD**  
**COUNCIL OF THE CITY OF BRECKSVILLE**

Ordinance No. 5673

**AN ORDINANCE AUTHORIZING THE MAYOR TO  
ENTER INTO A LEASE AGREEMENT FOR JAIL  
HOUSING AND ANCILLARY SERVICES WITH  
THE CITY OF NORTH ROYALTON TO LEASE ONE  
JAIL CELL BED ON AN EXCLUSIVE BASIS FOR ITS  
OWN PURPOSES AND ADDITIONAL JAIL SPACE  
WHEN NEEDED FOR THE BRECKSVILLE POLICE  
DEPARTMENT; AND DECLARING AN EMERGENCY**

**WHEREAS**, the City of North Royalton owns and operates a full-service jail authorized to retain prisoners, male and female, for indefinite terms of incarceration; and

**WHEREAS**, the City of North 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; and

**WHEREAS**, outsourcing jail services has proven to be a more efficient and cost effective way of providing jail services for the city.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

**SECTION 1.** The Mayor be, and he hereby is, authorized to enter into a Lease Agreement for Jail Housing and Ancillary Services with the City of North Royalton to lease one jail cell bed on an exclusive basis for its own purposes for the Brecksville Police Department, at an annual rental sum of seventy-three thousand dollars (\$73,000.00) per bed, and the use of additional jail space in excess of the one (1) per day when needed at the per diem cost of two hundred dollars (\$200.00) per space, a copy of said Lease Agreement for Jail Housing and Ancillary Services being attached hereto and expressly made a part hereof by reference, and marked Exhibit "A."

**SECTION 2.** The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is that it is necessary to provide the jail services, therefore, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

**PASSED:** December 19, 2023

**APPROVED:** December 19, 2023

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5673 duly passed by the Council of the City of Brecksville, Ohio, on 12-19, 20 23, and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 12-22, 20 23.

JERRY N. HRUBEY  
MAYOR

Sammy Labos  
CLERK OF COUNCIL

(LAST ONE)

# 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 Brecksville, 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, 2024 at 12:00AM through December 31, 2024 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 Seventy Three Thousand Dollars (\$73,000.00) 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; 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; NOTWITHSTANDING any Ohio Attorney General Opinion to the contrary AND by the negotiated terms of this agreement all hospital, medical, dental and related similar expenses incurred for the individual prisoner shall be wholly the responsibility of the 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

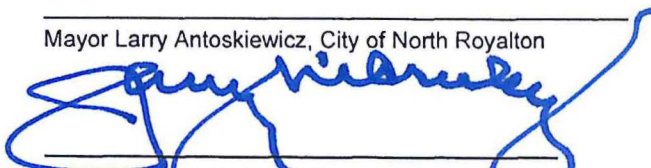


North Royalton Jail Policy Manual; Royalton will provide in-house video arraignment service to the Municipal Court subject to the technical limitations of the service and equipment and the availability of necessary staff support;

- 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 (\$400 per day for lessees with annual exclusive agreements or \$460 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 (\$200.00 per day);
- 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

  
\_\_\_\_\_  
Mayor Jerry N. Hruba Brecksville  
\_\_\_\_\_  
City of \_\_\_\_\_


12/19/23  
\_\_\_\_\_  
Date

Approved as to form: \_\_\_\_\_

Thomas A. Kelly, Law Director  
City of North Royalton



Approved as to form:

  
Law Director David J. Matty  
