

ORDINANCE NO. 96-10 AC CMS

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE BOARD OF COMMISSIONERS OF LORAIN COUNTY, OHIO, TO LEASE TEMPORARY JAIL SPACE

BE IT ORDAINED, by the Council of the City of Oberlin, County of Lorain, State of Ohio, a majority of all members elected thereto concurring:

SECTION 1. That the City Manager is hereby authorized and directed to enter into a contract with the Board of Commissioners of Lorain County, Ohio, for the leasing of temporary jail space at the Oberlin jail facility for the benefit of the Lorain County Sheriff, for a period of approximately six (6) months, in accordance with the proposed lease agreement attached hereto and incorporated herein by reference.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That ordinance shall take effect at the earliest date allowed by law.

PASSED: 1st Reading: 2/5/96  
2nd Reading: 2/20/96  
3rd Reading: 3/4/96

ATTEST:

Karen Alley  
CLERK OF COUNCIL

Thomas M. Bauman  
CHAIRMAN OF COUNCIL

POSTED: 3/11/96

EFFECTIVE DATE: 4/4/96

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### LEASE

WHEREAS, the City of Oberlin, Ohio, hereinafter "City", is the owner of a five (5) day jail/detention facility located at 85 South Main Street in the City of Oberlin, Ohio; and

WHEREAS, the City is desirous of leasing its jail space to the Board of Commissioners of Lorain County, Ohio, and the Lorain County, Ohio, Sheriff, hereinafter collectively referred to as "County"; and

WHEREAS, the County is desirous of leasing jail space from the City,

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the City and the County mutually agree as follows:

1. THAT, the City shall lease certain jail space, as hereinafter specified, to the County, for the purpose of incarcerating juvenile inmates, commencing on May 1, 1996, or as soon as practicable thereafter or therebefore, as may be mutually agreeable to the parties hereto, and terminating on November 30, 1996, or such other shorter time period as may be mutually agreeable to the parties hereto. However, notwithstanding the foregoing, the within Lease shall automatically terminate when all Lorain County, Ohio, Correctional Facility, hereinafter "LCCF", booking area remodeling repairs and renovations are completed.

2. THAT, the County shall have the exclusive use and occupancy of the following areas; to wit:

A. The three (3) male jail cells/beds twenty four (24) hours per day, seven (7) days per week during the term of the within Lease.

B. The one (1) female jail cell/bed twenty four (24) hours per day, seven (7) days per week during the term of the within Lease.

C. The day room twenty four (24) hours per day, seven (7) days per week during the term of the within Lease.

D. The visitation/interview room at times that are mutually agreeable to the parties hereto, not to exceed four (4) hours per week during the term of the within Lease.

E. The shower facility, when needed, at times that are mutually agreeable to the parties hereto during the term of the within Lease.

During the term of the within Lease, the County's use and occupancy of certain portions of the City's jail will not interfere with the operation of the City of Oberlin, Ohio, Police Department. In the event of an emergency or disturbance, the City and the County will

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assist one another to resolve any such incident; and the County employees will follow reasonable directives of the command staff of the City of Oberlin, Ohio, Police Department during any such emergency or disturbance. Further, the parties hereto acknowledge that during the term of the within Lease, the City will still retain use and occupancy of its: booking facilities; one (1) holding cell; one (1) detoxification cell; visitation/interview room, except as described above; and all other areas of the City's jail not leased to the County.

3. THAT, in lieu of periodic rental payments to the City, for each day that the County utilizes a City jail cell/bed, the City shall be entitled to house and/or detain and/or incarcerate a City prisoner/inmate on a City ordinance case at the LCCF for a like period of time, at no cost to the City.

4. THAT, the City shall provide all necessary utilities (electric, gas, water, etc.), at no cost to the County; and the County shall have access to and use of the existing booking area telephone system (s) and/or equipment, at no cost to the County.

5. THAT, the County shall, at its sole expense, provide all necessary transportation, security for and supervision of County inmates housed in the City's jail during the term of the within Lease. Also, the County shall, at its sole expense, provide all necessary corrections officers and other personnel, food, clothing,

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medical services and all other required services, programs, etc., as are mandated by the Minimum Standards For Full Service Jails. The County will clean the demised premises with cleaning equipment and supplies to be provided, at no cost, by the City.

6. THAT, during the term of the within Lease, the County shall indemnify and hold the City harmless of and from any and all liability claims of any nature that may be asserted/filed by County inmates housed at the City's jail and/or by County employees that are assigned to work at the City's jail, which arise from an act or omission on the part of a County employee, including any defense costs or attorneys' fees that may be incurred by the City.

7. THAT, the within Lease is contingent upon the written approval of the State of Ohio, Bureau of Adult Detention, as to the County's incarceration of juveniles and as to the City's booking and holding of arrestees; the within Lease contains all the terms agreed upon by the parties hereto; the within Lease shall be legally binding upon the parties' heirs, successors and assigns; and the within Lease shall be governed and construed under the laws of the State of Ohio.

8. THAT, the parties hereto mutually acknowledge and agree that:  
1) they have read the within Lease, in its entirety, before executing same; 2) they understand and agree to all of the terms

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and conditions contained herein; 3) they have had an opportunity to have their respective legal counsel review and approve the within Lease before executing same; and 4) they executed the within Lease in the City of Elyria, Ohio, as to the County signators, and in the City of Oberlin, Ohio, as to the City signator, on the date(s) opposite their respective signatures, as their respective free acts and deeds.

**LORAIN COUNTY COMMISSIONERS:**

\_\_\_\_\_  
Herbert J. Jacoby, Pres.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Elizabeth C. Blair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Vasi

\_\_\_\_\_  
Date

**CITY OF OBERLIN, OHIO**

\_\_\_\_\_  
Ronald F. Twining  
Interim City Manager

\_\_\_\_\_  
Date

**APPROVED BY:**

\_\_\_\_\_  
Martin J. Mahony,  
Lorain County, Ohio Sheriff

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LEASE PREPARED AND APPROVED AS TO FORM BY:

GREGORY A. WHITE,  
Prosecuting Attorney,  
Lorain County, Ohio

M. Robert Flanagan,  
Assistant County Prosecutor

APPROVED AS TO FORM BY:

Eric R. Severs, Solicitor,  
City of Oberlin, Ohio