

ORDINANCE NO. 2021 - 14

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT WITH THE CITY OF PARMA FOR PRISONER HOUSING SERVICES
CONTRACTUAL AGREEMENT AND DECLARING AN EMERGENCY

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 Parma 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: 3-22-2021


PRESIDENT OF COUNCIL

ATTEST: 

3-22-2021
APPROVED

FILED WITH
THE MAYOR: 3-22-2021


MAYOR

CONTRACTUAL AGREEMENT BETWEEN THE CITY OF PARMA AND THE CITY OF PARMA HEIGHTS FOR PRISONER HOUSING SERVICES

THIS CONTRACT is entered into this _____ (“effective date”) by and between the City of Parma, Ohio and The City of Parma Heights, Ohio (hereinafter called “the contracted city”).

City of Parma and “the contracted city” hereto agree as follows:

I. DESCRIPTION OF SERVICES

THE CONTRACTED CITY AGREES TO AND WILL:

- a) Transport prisoners to the Parma Detention Facility for incarceration subject to declination for capacity or due to application of standard jail criteria applicable to all prisoners (medical/psychological or other extraordinary circumstances).
- b) The City of Parma may decline acceptance of any prisoners for any reason.
- c) The City of Parma may require “the contracted city” to remove any inmate from the Parma Detention facility for any reason.
- d) Pay City of Parma the sum of One Hundred Thirty-Five Dollars (\$135.00) per prisoner day Through December 31, 2021; One Hundred Thirty-Seven Dollars and Fifty Cents (\$137.50) per prisoner day beginning January 1, 2022; and One Hundred Forty Dollars (\$140.00) per prisoner day beginning January 1, 2023. The daily rates listed herein will be reduced by \$10 for any time during which the City of Parma Heights is under contract with the City of Parma for the provision of safety forces dispatching the duration of said contract being at least 3 years. For the purposes of this Agreement, the first prisoner day will be constituted by a booking and/or stay in the jail up to 24 hours. Each subsequent day shall be defined as any part of a 24-hour period.
- e) Pay billed charges as specified in this Agreement directly to the City of Parma within 30 days of invoice receipt.
- f) City of Parma has the right to assess 1% interest per month on any unpaid invoice after thirty (30) days from the date of the invoice. Any interest charged shall not exceed 12% per year and shall not be assessed against any invoice disputed by “the contracted city.” City of Parma shall not assess any interest, penalties, late fees or other charges other than those expressly agreed to in this Agreement.
- g) Assume responsibility for costs associated with all medical, psychological, dental, vision care, prescription medication, and/or other extraordinary costs or services that may arise from and during confinement of “the contracted city’s” prisoners.
- h) Assume responsibility for filling all prescriptions for “the contracted city’s” prisoners, pickup and delivery of these prescriptions promptly to the jail, and satisfaction of the payment of prescriptions with the pharmacy.
- i) Assume responsibility for the service of all appropriate and necessary legal documents on “the contracted city’s” prisoners with required copies to the City of Parma.
- j) Assume responsibility for the transportation and appearance of “the contracted city’s” prisoners to all legal proceedings and/or custody transfers to outside courts/facilities (appearances at Parma Municipal Court are excepted).

- k) Complete a commitment form and supply Parma Correction Officers with sufficient information as may be reasonably required to ensure the completion of all necessary prisoner documentation and processing.
- l) Assume responsibility for the timely notice of release of inmates incarcerated by "the contracted city."
- m) Assign any rights of revenue or collection regarding any sentenced prisoners which has means and/or money and/or medical insurance.
- n) Add the City of Parma as an additional insured on liability insurance or an equivalent insurance rider in an amount not less than \$2,000,000.00 per incident or for any prisoner housed or confined by the City of Parma as authorized by "the contracted city."
- o) Shall not transport any juvenile offenders to the Parma Detention Facility for any reason.
- p) Upon the request of the Parma Jail Administrator, periodically review the bond status of prisoners held for multiple days while awaiting a hearing in "the contracted city's" Mayor's Court.

THE CITY OF PARMA AGREES TO AND/OR WILL:

- a) Accept prisoners transported to the facility by "the contracted city," subject to housing availability or medical/psychological condition.
- b) Ensure the proper housing, custody, confinement, feeding, board, supervision, and care of prisoners who are committed by "the contracted city" in accordance with the Minimum Standards for Jails in Ohio.
- c) Comply with all state and federal laws with regard to housing prisoners including, but not limited to, the Prison Rape Elimination Act and the Health Insurance Portability and Accountability Act.
- d) Record keep prisoner documentation from intake to release with information provided by "the contracted city," including but not limited to information necessary for the safety of Parma Detention Center personnel.
- e) Provide access to records related to "the contracted city's" prisoners.
- f) Provide secure services (via court bailiff or video arraignment) from the Parma Detention Center to the Parma Municipal Court.
- g) Provide fingerprinting, breathalyzer testing, and DNA swab sampling.
- h) Provide routine medical care through the guidance of the Parma Detention Center Physician staff.
- i) Provide emergency medical and/or transport services to a hospital or mental facility as determined by the Parma Fire Department.
- j) Notify the "the contracted city" as soon as practicable of any medical care and/or other extraordinary costs or services that become necessary, and prior to transport to a medical facility for any non-emergency care.
- k) In the event "the contracted city's" prisoner is treated as a patient at any medical facility, the "contracted city" will maintain responsibility for security of their prisoner while at that facility. The City of Parma agrees to provide notice to "the contracted city" in a timely manner of the need to provide such security. If "the contracted city" cannot provide security within one-hour timeframe of being notified, Parma Police Department will provide security for the inmate at an hourly rate of 1.5 times the top hourly rate per officer under the officer's collective bargaining agreement or highest statutorily established rate of pay. The number of officers required to provide such security will be determined by the Parma

Police Department, but in no event will it be less than two officers. Hourly charges will be included on the monthly invoice.

- l) Shall send an invoice monthly detailing the actual number of "contracted city" prisoner days incurred during the previous month.

II. TERM

This agreement shall be in effect beginning on the Effective Date first stated above and shall remain in effect until terminated by either party in writing upon sixty (60) days advance notice.

III. PUBLIC RECORDS

All parties hereto acknowledge the City of Parma is a political subdivision in the State of Ohio and as such is subject to the Ohio Revised Code and other laws related to the keeping of and access to Public Records, including any and all applicable Sunshine Laws, open meeting requirements and retention schedules affecting any and all manner of communication with "the contracted city"

IV. GOVERNING LAW AND JURISDICTION

This agreement shall be governed by and construed under the laws of the State of Ohio. The parties agree the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this agreement and each party consents to the exclusive jurisdiction of such courts.

This agreement conforms to the charter, ordinances, resolutions and regulations of the City of Parma and "the contracted city." The individuals signing on behalf of the parties to this agreement affirm they are authorized to execute this agreement on behalf of the City of Parma and "the contracted city."

IN WITNESS WHEREOF, authorized representatives of the parties to this AGREEMENT, indicating their party's approval of the terms herein, have signed as of the dates set forth below.

CITY OF PARMA

CONTRACTED CITY NAME

Timothy DeGeeter, Mayor



Name

Date

3/23/2021

Date

APPROVED AS TO FORM:

Timothy Dobeck, Director of Law



Name DIRECTOR OF LAW.

Date

3-23-2021

Date