

PARMA DETENTION CENTER
CUYAHOGA COMMUNITY COLLEGE
CONTRACTUAL AGREEMENT

This agreement made and entered into the _____ day of _____ 2016, by and between Cuyahoga Community College Western Campus, and its Administrative entities (hereinafter called Tri-C) and the City of Parma (hereinafter called Parma).

WITNESSETH:

WHEREAS, Tri-C requires facilities for confining and supporting all prisoners, which Tri-C Campus Police and Security Services are required by law to confine and support by reason of: (1) awaiting hearing for violations of any criminal ordinances or statutes ; (2) awaiting trial of any such violation; or (3) sentences imposed after convictions or guilty pleas to such charges; and

WHEREAS, Parma owns and operates a Full Service Jail as defined by Standards for Jails in Ohio.

NOW, THEREFORE, it is mutually agreed between the parties:

- A. TRI-C may send to Parma and Parma agrees to accept from Tri-C such prisoner(s) as Tri-C is unable to accommodate. Parma will provide custody, supervision, confinement, and board for the Tri-C prisoner(s) subject to the restrictions contained in Paragraphs (J) and (K).
- B. Parma shall provide housing of any gender combination for up to a maximum of two (2) prisoners.
- C. Tri-C agrees to pay Parma the sum of Eighty Dollars (\$80.00) per day as full compensation for supervising, confining and boarding each prisoner. For the purposes of determining compensation to be paid, any period of confinement of eight hours or less will be charged Thirty-Five Dollars (\$35.00). Any period over eight hours of confinement will be considered one calendar day.

- D. Compensation for rendering of the services hereinbefore described during each calendar month shall be paid by Tri-C on or before the 30th day of the succeeding month.
- E. There shall be no additional charge for Tri-C's use of the Parma Video Arraignment or Intoxylizer 8000.
- F. Tri-C further agrees to pay for any medical costs incurred outside the Parma Detention Center by said prisoner(s) of Tri-C. The priority of responsibility for payment of prisoners' health care shall be as follows: primary responsibility shall be the prisoner and his/her health insurance carrier; secondary responsibility shall be Tri-C (and any supplemental or Medicaid insurance they may carry); and lastly, Parma (if it maintains supplemental or Medicaid insurance for these purposes).
- G. Medical costs for Tri-C prisoners shall be billed directly to Tri-C as received.
- H. Parma agrees that where hospital services are required for any such prisoner(s), such services shall be provided at University Hospitals Parma Medical Center, unless the emergency of the situation or circumstances prevent such use. The need for such services shall be determined by the medical staff and emergency responders of the Parma Detention Center. Within two hours after Parma notifies Tri-C that its prisoner has been transported to the hospital, Tri-C agrees to supply security for Tri-C prisoner(s) or reimburse Parma at rates set forth in the then Current Parma Police Collective Bargaining Agreement, if applicable, if Tri-C cannot provide for such security detail.
- I. Tri-C shall furnish all transportation for prisoner(s) to the Parma Detention Center and shall complete a commitment form along with commit documents, if applicable. Tri-C further agrees to provide external prisoner transports outside of an emergency (i.e. court ordered transports to treatment facilities, doctor's appointments for insurance purposes, prisoners sentenced to Cuyahoga County Correction Center, protective custody housing, etc.).

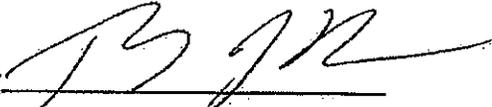
- J. The Parma Detention Center may reject or refuse any prisoner(s) who may have a prior medical condition, including, but not limited to, contagious disease, mental health condition, illness or injury that has not been first treated prior to entry into the Parma Detention Center. At the direction of the Parma Chief of Police, the Parma Jail Administrator shall have charge of the jail and he, or his designee, may, in the exercise of his or her discretion, refuse to receive any prisoner for any reason based upon internal security conditions of the jail, or any other reason.
- K. In the event Parma has commitments that will affect availability or space and may have reason to remove prisoner(s) of Tri-C from the Parma Detention Center, Parma shall make a good faith attempt to relocate prisoner(s) of Tri-C.
- L. This agreement supersedes any previous agreement between the parties. The term of this agreement shall be one (1) year and shall be automatically renewed for successive one (1) year terms. Should the option to renew be exercised, the parties may renegotiate the Eighty Dollars (\$80.00) per diem rate set out in paragraph (C) of this agreement. Either party may terminate this contract upon sixty (60) day written notice.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands at
Parma, Ohio this _____ day of _____, 2016 A.D.

WITNESS:

CITY OR PARMA

By



Mayor Tim DeGeeter

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

The execution of this agreement is
authorized by Ordinance No. _____
adopted on the ____ day of _____ 2016.



Timothy Dobeck, Law Director



Ken Ramser, Clerk of Council
City of Parma

WITNESS:

CUYAHOGA COMMUNITY COLLEGE

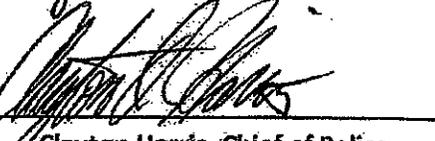
The legal form and correctness of the
within instrument is hereby approved.

The execution of this agreement is hereby
authorized and adopted of the 1st day
of August, 2016.



Renee Richard, Chief Legal Counsel

By



Clayton Harris, Chief of Police