

PARMA DETENTION CENTER
MIDDLEBURG HEIGHTS
CONTRACTUAL AGREEMENT

This agreement made and entered into the _____ day of _____ 2019, by and between the City of Middleburg Heights, and its Administrative entities (hereinafter called Middleburg Heights and the City of Parma (hereinafter called Parma).

WITNESSETH:

WHEREAS, Middleburg Heights requires facilities for confining and supporting all prisoners, which Middleburg Heights Police 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. Middleburg Heights may send to Parma and Parma agrees to accept from Middleburg Heights such prisoner(s) as Middleburg Heights is unable to accommodate. Parma will provide custody, supervision, confinement, and board for the Middleburg Heights 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. Middleburg Heights agrees to pay Parma the sum of Ninety Dollars (\$90.00) 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 Forty Dollars (\$40.00). 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 Middleburg Heights on or before the 30th day of the succeeding month.
- E. There shall be no additional charge for Middleburg Heights use, if necessary, of the Parma Video Arraignment or Intoxylizer 8000.
- F. Middleburg Heights further agrees to pay for any medical costs incurred outside the Parma Detention Center by said prisoner(s) of Middleburg Heights. 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 Middleburg Heights (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 Middleburg Heights prisoners shall be billed directly to Middleburg Heights as received.
- H. Parma agrees that where hospital services are required for any Middleburg Heights 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 Middleburg Heights that its prisoner has been transported to the hospital, Middleburg Heights agrees to supply security for Middleburg Heights prisoner(s) or reimburse Parma at rates set forth in the then Current Parma Police Collective Bargaining Agreement, if applicable, if Middleburg Heights cannot provide for such security detail.
- I. Middleburg Heights shall furnish all transportation for prisoner(s) to the Parma Detention Center and shall complete a commitment form along with commit documents, if applicable. Middleburg Heights 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 Middleburg Heights from the Parma Detention Center, Parma shall make a good faith attempt to relocate prisoner(s) of Middleburg Heights.
- 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 Ninety Dollars (\$90.00) 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 _____, 2019 A.D.

WITNESS:

CITY OF PARMA

By _____
Mayor Tim DeGeeter

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

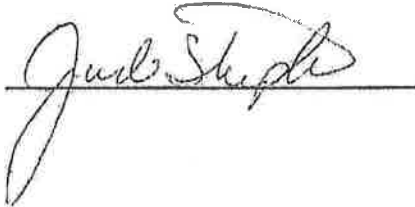
The execution of this agreement is hereby
authorized by Ordinance No. _____ adopted
on the _____ day of _____ 2019.

Timothy Dobeck, Law Director

Ken Ramser, Clerk of Council
City of Parma

WITNESS:

CITY OF MIDDLEBURG HEIGHTS



By 

Mayor Matthew Castell

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

The execution of this agreement is hereby
authorized by Ordinance No. ²⁰¹⁹⁻³¹ adopted
on the 12th day of March 2019.

By 

Santo T. Inçorvaia, Law Director

By 

Mary Ann Meola, Clerk of Council
City of Middleburg Heights