

AGREEMENT BETWEEN THE CITY OF PARMA AND THE CITY OF NORTH ROYALTON FOR PRISONER HOUSING SERVICES

The City of Parma ("Parma") and the City of North Royalton ("North Royalton") agree as of July 1, 2020 ("Effective date") that North Royalton shall have preferential (second only to Parma itself) but non-exclusive use of the City of Parma Jail Facility ("Facility") for persons to be incarcerated by legal authority of North Royalton or its court systems pursuant to the terms and conditions set forth hereinbelow.

TERM:

This agreement shall be in effect beginning on the Effective Date first stated above and shall end June 30, 2023 unless sooner cancelled in writing by either party, or unless extended by agreement of the parties in writing. For purposes of this Agreement, the term is divided into three consecutive twelve-month periods referred to as "Contract Years." Either party may cancel this Agreement without cause by providing the other party at least ninety (90) days advanced written notice thereof to the office of the Mayor of each municipality.

In the event that this Agreement is cancelled by the City of North Royalton prior to its expiration, North Royalton shall be responsible only for an amount equal to the Base Amount, as defined herein, multiplied by the number of months the service is used (i.e. until the cancellation is effective), except that the amount owed for the final month shall be a pro-rated amount of the monthly Base Amount, for the actual number of days in that month until the cancellation date, plus additional charges as permitted in this Agreement. In the event that this Agreement is cancelled by the City of Parma prior to its expiration, North Royalton shall be entitled to a one-time credit on account equal to no more than one month's Base Amount due for annualized service costs as specified below.

Both parties acknowledge that available space at the Parma Jail is limited and that there may be occasions when the jail is simply at capacity and no more space is available and that on such an occasion Parma may be required to decline to accept a prisoner offered by North Royalton. Both parties agree to make every reasonable effort to avoid this experience and to seek the release of any other jailed individuals whose incarceration is not absolutely necessary and will call upon the judiciary for such additional consideration as may be available for this purpose.



ANNUALIZED SERVICE COSTS:

North Royalton agrees to pay Parma \$236,500.00 per annum as compensation for confining, supervising, boarding, and providing other services (including all OVI breath testing) for any and all prisoners, subject to the credit and additional fee provision below, plus such additional medical care costs as are agreed to in this Agreement. Parma shall send an invoice to North Royalton monthly: monthly invoices shall have a base amount due of \$19,708.33 ("Base Amount"), plus other charges as specified below. 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 North Royalton. Parma shall not assess any interest, penalties, late fees or other charges other than those expressly agreed to in this Agreement.

The Parties agree that the expected volume of services provided, based on historical data, is approximated to be 750 Prisoner Days. For purposes of this Agreement, the first prisoner day will be constituted by a booking and/or any stay in the jail up to 24 hours. Each subsequent day shall be defined as any part of a 24-hour period. In the event that the actual number of bookings and housings at the end of each contract year varies from this estimate, the parties agree to meet and review the actual usage of jail space to determine whether any credit or additional fees are appropriate. The parties further agree that Parma will provide North Royalton with a monthly report that will detail the actual number of North Royalton prisoner days incurred during the previous month.

In the event that Parma determines to enter into other agreements, similar to this one, then in such an event the financial terms of this agreement will be revisited to take into account the proportionate reduction of Parma's jail expense and an anticipated similar reduction in the North Royalton expense.

THE CITY OF NORTH ROYALTON AGREES TO AND WILL:

1. Transport prisoners to the 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 circumstance).
2. Pay charges as specified in this Agreement directly to the City of Parma as billed.
3. 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 North Royalton's prisoners.

4. Assume responsibility for filling all prescriptions for prisoners, pickup and delivery of these prescriptions promptly to the jail, and satisfaction of the payment of prescriptions with the pharmacy.
5. Assume responsibility for service of all appropriate and necessary legal documents on North Royalton prisoners with required copies to Parma.
6. Assume responsibility for the transportation and appearance of North Royalton prisoners at all in-person court/legal proceedings (appearances at Parma Municipal Court are excepted).
7. Supply Parma Correction Officers with sufficient information as may be reasonably required to ensure the completion of all necessary prisoner documentation and processing.
8. Assume responsibility for the timely notice of release of inmates incarcerated by North Royalton.
9. Assign any rights of revenue or collection regarding any sentenced prisoner that has means and/or money and /or medical insurance.
10. Add the City of Parma as an additional insured on liability insurance or an equivalent insurance rider in an amount not less than \$2,00,000.00 per incident or for any prisoner housed or confined by the City of Parma as authorized by North Royalton.
11. Ohio Revised Code 5705.41 requires that North Royalton certify that the funds necessary to pay for this agreement have been appropriated and either collected or are in the process of collection. North Royalton and Parma agree and acknowledge that the volume of services required by this agreement are not fixed and may vary based upon public safety needs within North Royalton. North Royalton, in accordance with ORC 5705.41 will initially certify this agreement for \$236500.00. In the event that all services provided by Parma exceed the initial certification amount, North Royalton agrees to seek, in good faith and in a timely manner, the appropriation of additional funds from North Royalton's legislative authority. Upon obtaining the appropriation of additional funds, the agreement shall be re-certified by the fiscal officer of North Royalton.
12. Shall not transport any juvenile offenders to the Facility for processing or housing.
13. Upon the request of the Parma Jail Administrator, periodically review the bond status of prisoners held for multiple days while awaiting a hearing in North Royalton Mayor's Court.

THE CITY OF PARMA AGREES TO AND/OR WILL:

1. Accept all prisoners transported to the Facility by the North Royalton Police Department, subject to housing availability or medical/psychological condition.
2. Perform City of Parma required booking functions and processing including testing set forth above with records access to the North Royalton Police Department.
3. Ensure the proper housing, custody, confinement, feeding, supervision and care of persons incarcerated for North Royalton.
4. Provide and complete (with information provided by the North Royalton Police Department) the necessary and appropriate forms for reception, booking, and release.
5. Provide video arraignment services from the Facility to the Parma Municipal Court at no additional cost to North Royalton.
6. Facilitate emergency medical/ psychological/dental/vision care to North Royalton prisoners including emergency transportation to a hospital or mental facility as determined by the Parma Fire Department and/or the Jail Staff Physician at North Royalton's cost. Parma will provide for routine medical care by the Jail Staff Physician and/or the Parma Fire Department at no cost to North Royalton.
7. Notify the North Royalton Police Department 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.
8. In the event that North Royalton's prisoner is treated as a patient at any medical facility, the North Royalton Police will maintain responsibility for security for their prisoner while at that facility. The City of Parma agrees to provide notice to North Royalton's Chief of Police or the Chief's designee in a timely manner of the need for North Royalton to provide such security. If the North Royalton Police Department cannot provide security within the one-hour timeframe, Parma 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 Parma, but in no event will it be less than two officers. Hourly charges will be included on the periodic invoice.

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

CITY OF NORTH ROYALTON

Timothy DeGeeter, Mayor

Larry Antoskiewicz, Mayor

Date: _____

Date: _____

Approved as to form:

Approved as to form:

Timothy Dobeck, Director of Law

Thomas Kelly, Director of Law

CERTIFICATE OF AVAILABILITY OF FUNDS

I certify that the money required to meet this proposal has herby been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of this fund, free from a previous obligation or certification as required by Ohio Revised Code 5705.01 to 5705.47.

Date

Fiscal officer, City of North Royalton