

Agreement for the Boarding of Prisoners
By and Between the County of Summit
And the City of Akron

This agreement is entered into this ___ day of _____, 2018, by and between the County of Summit, an Ohio Charter County with its principal place of business located at 175 South Main Street, Akron, Ohio ("County"), on behalf of the Summit County Sheriff, and the City of Akron, an Ohio political subdivision with its principal place of business located at 166 South High Street, Akron, Ohio ("City"), collectively known as the Parties.

WHEREAS, section 1905.35 of the Ohio Revised Code authorizes the City to incarcerate prisoners who are charged and convicted of violations of City ordinances in the Summit County Jail; and

WHEREAS, the County and the City wish to enter into a contract with the County to provide for the City's jail related needs; and

WHEREAS, the Council of the County has adopted Resolution Number _____ authorizing the Executive to enter into this agreement on behalf of the County; and

WHEREAS, the Council of the City has adopted Resolution Number _____ authorizing the Mayor to enter into this agreement on behalf of the City; and

WHEREAS, this agreement replaces all previous agreements previously entered into between the Parties regarding the provision of holding and incarceration of City Prisoners; and

Now, therefore, in consideration of the foregoing and of the mutual agreements hereinafter set forth, the Parties hereby agree as follows:

I. Definitions

- a. "City Prisoner" means an individual accepted for booking or judicially ordered or sentenced to incarceration in the Summit County Jail solely for a violation of the ordinances of the City or order finding the individual in contempt issued by an Akron Municipal Court judge. "City Prisoner" does not include those prisoners who are charged with felony offenses as well as violations of City ordinances or an order of contempt on a concurrent basis, except when confinement for felony charges is not required (e.g. because of bond or case disposition status) but confinement under the City ordinance or the contempt order continues.

II. Jail Bed Commitment

- a. The County shall accept up to a maximum of 100 adult City Prisoners per day without refusal for any purpose other than medical reasons as set forth in subsection c. Generally, the beds will be distributed between 88 males and 12 females, but so long as the total count does not exceed 100, the City will not be billed for additional

jail beds. The Parties further acknowledge that, unless otherwise agreed, no more than 15 jail beds are available for female prisoners.

- b. The County shall keep, board, and maintain those prisoners in the Summit County Jail, or subject to space constraints, shall make arrangements, pursuant to R.C. 341.12, to convey sentenced prisoners to a jail in another county. The City is not responsible for any costs associated with the conveyance of a sentenced prisoner pursuant to R.C. 341.12.
- c. The Sheriff has authority to refuse to accept into the jail any City Prisoner for security scan results that require medical intervention, medical or mental health reasons upon review of the prisoner's condition and certification of the prisoner's ineligibility for incarceration by the nurse on duty at the time. The County may also refuse a City Prisoner if an investigation or civil disturbance has resulted in a large number of simultaneous arrests necessitating the County to use City beds and which have not yet been processed through arraignment and setting the initial bond so long as the period lasts no more than three days. The County may otherwise only release a City Prisoner when directed by the Akron Municipal Court judge supervising that prisoner. If necessary, in order to comply with the minimum standards for full service jails promulgated by the Ohio Department of Rehabilitation and Corrections ("ODRC"), the Sheriff will transfer a City Prisoner to the Glenwood Jail or another jail in the State of Ohio.
 - i. If a City investigation or civil disturbance results in a large number of simultaneous arrests causing the City to temporarily exceed the 100 bed total, the County will not bill for the excess beds until the City has surpassed the 100 bed count for three consecutive days as a result.
- d. The Sheriff shall provide reporting to the Akron Police Division, Planning and Research Unit, or other individual or unit designated by the Chief of Police, on a monthly basis as follows:
 - a. Population report:
 - i. Inmate Name, Case Number, and Gender
 - ii. Dates of Confinement (booking and release date)
 - iii. Charging agency
 - b. Refusal Report
 - i. Inmate Name, Case Number, and Gender
 - ii. Date refused
 - iii. Reason for refusal

- e. The Sheriff shall provide to the Judges of the Akron Municipal Court, on a daily basis, a listing capable of being sorted by judge, of the City Prisoners in the jail under each judge's supervision. The Sheriff shall also provide on-line, read only access to the Beacon Jail Management System to each judge's bailiff so that the bailiff can confirm, on a real-time basis, the full population of City Prisoners in the jail.
- f. The Sheriff shall provide the individuals designated by the Chief of the Akron Police Division with the current prisoner count on a thrice-daily basis, to be coordinated to the extent possible with the patrol shifts of the Akron Police Division.

III. Term and Termination

- a. The term of this agreement shall be for five years from January 1, 2018, until December 31, 2023. Thereafter the Parties have the option to renew this agreement for four additional terms of five years each. Such renewal must be in writing.
- b. If the City elects to build a jail facility during the term of this agreement, the City may terminate this agreement upon completion of its jail facility and removal of all City prisoners from the Summit County Jail. The City shall be responsible for all expenses incurred up to the date the last City prisoner is removed from the jail, in addition to the prorated balance of the quarterly payment due for quarter in which the contract is terminated.
- c. Neither party may terminate this agreement, except as set forth above, unless the other party is given one year advance notice.

IV. Payment

- a. The City shall pay a flat fee of \$4.25 million for the 100 guaranteed beds set forth in section II. In the second year and each subsequent year of the initial term, the fee shall increase by 2.5% per year.
- b. If the population of City Prisoners exceeds 100 beds, the City shall pay a per diem rate for each prisoner over the cap of 100. The per diem fee shall be calculated by dividing the annual rate by the number of beds set forth in section 2(a) above and then dividing that amount by 365. Each year by no later than January 31, the County will recalculate the per diem rate based on the annual contract rate, and notify the City in writing prior to putting the rate into effect.

- c. The County shall bill the City quarterly for the jail bed amount set forth in paragraph IV(a) above as well as any charges for jail beds in excess of 100. The City shall pay the invoice within 180 days of the close of the quarter.
- d. Should a City Prisoner be refused for any reason except for those provided in paragraph II(c) above, the City shall receive a credit on the next quarterly invoice in an amount equal to the per diem rate in effect at the time of the refusal.
- e. The City shall pay the reasonable and necessary medical expenses incurred by each City prisoner whose medical expenses are in excess of the cap in the medical contract maintained by the County. A copy of the medical contract shall be provided to the City each time it is renegotiated or renewed. The County shall use its best efforts to avoid any unnecessary excess medical expenses beyond those covered by the medical contract. The Parties shall work together to pursue other third party medical provider programs in order to reduce medical costs. If such expenses are incurred, the County will bill the City for such excess medical expenses in the next quarterly billing.
- f. In the event that a City Prisoner is taken to the hospital, the County shall use its best efforts to obtain a furlough of the prisoner from the Court.
- g. In the event of the death of an indigent City Prisoner, the City shall be responsible for the costs of burial to the extent provided for by law.

V. Transportation

The City shall be responsible for the transportation of City prisoners to the Akron Municipal Court.

VI. Notifications.

Notices required to be sent under the terms of this agreement shall be sent to the all of the following addresses:

County of Summit
 175 S. Main St.
 Akron, Ohio 44308
 Attn: Law Director

City of Akron
 166 S. High St.
 Akron, Ohio 44308
 Attn: Mayor

Summit County Sheriff
 55 University Ave., 4th floor
 Akron, Ohio 44308
 Attn: Director of Operations.

City of Akron
 161 S. High St.
 Suite 202
 Akron, OH 44308
 Attn: Director of Law

VII. Amendments.

All amendments to this agreement shall be in writing and executed by the Parties.

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In Witness Whereof, the Parties have executed this agreement as of the date set forth above.

City

County of Summit

Daniel Horrigan, Mayor

Ilene Shapiro, County Executive

Summit County Sheriff

Steve Barry, Sheriff

Approved as to form and correctness:

Approved as to Form:

Eve Belfance, Director of Law

Deborah Matz, Director of Law, Insurance and
Risk Management