

19-075

EXHIBIT A

Agreement for the Boarding of Prisoners
By and Between the County of Summit
And the Township of Bath

This agreement is entered into this ___ day of _____, 2019, 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 Township of Bath, an Ohio political subdivision with its principal place of business located at 3864 West Bath Road, Akron, Ohio (“Township”), collectively known as the Parties.

WHEREAS, the Ohio Revised Code authorizes the Township to incarcerate prisoners who are charged and convicted of violations of the Ohio Revised Code or Summit County Ordinances (“Township Prisoners”) in the Summit County Jail; and

WHEREAS, the County and the Township wish to enter into a contract with the County to provide for the Township’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 Board of Trustees of the Township (the “Board”) has adopted Resolution Number 2019-06 authorizing the Board to enter into this agreement on behalf of the Township; and

WHEREAS, this agreement replaces all previous agreements previously entered into between the Parties regarding the provision of holding and incarceration of Township 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. “Township Prisoner” means an adult individual accepted for booking or judicially ordered or sentenced to incarceration in the Summit County Jail solely for a violation of the Ohio Revised Code or ordinances of the County or order finding the individual in contempt issued by an Akron Municipal Court judge. “Township Prisoner” does not include those prisoners who are charged with felony offenses as well as violations of the Ohio Revised Code or County 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 Ohio Revised Code or County ordinances or the contempt order continues.

II. Jail Bed Commitment

- a. The County shall accept up to a maximum of 2 adult Township Prisoners per day subject to space constraints and for any purpose set forth in subsection c below.
- b. The County shall keep, board, and maintain Township Prisoners in the Summit County Jail, subject to space constraints.
- c. The Sheriff has authority to refuse to accept into the jail any Township 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 Sheriff may release a Township Prisoner when directed by the Akron Municipal Court judge supervising that prisoner. In order to comply with the minimum standards for full service jails promulgated by the Ohio Department of Rehabilitation and Corrections ("ODRC"), the Sheriff may request the Judge assigned to the case to order the transfer of a Township Prisoner to the Community Alternative Sentencing Center if that Township Prisoner meets that facility's criteria.
- d. The Sheriff has provided 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 Township Prisoners in the jail.

III. Term and Termination

- a. The term of this agreement shall be for five years from January 1, 2019, 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. Either party may terminate this agreement upon thirty (30) days advance notice. The Township shall be responsible to pay the County for all prisoner days incurred up to the date of termination. The Township shall incur charges only on those days in which a Township prisoner(s) is (are) actually incarcerated in the jail. Additionally, the Township shall not be assessed charges to board and maintain prisoners booked for felony offenses, with or without associated misdemeanor charges, for which the County will accept those prisoners at no charge to the Township.

IV. Payment

- a. The Township shall pay for Township Prisoners, charged only with misdemeanor offenses and held in the Summit County Jail at a rate of \$123.55 per actual day of incarceration during the first year of the contract. In the second year and each

subsequent year of the initial term, the County shall recalculate the per diem fee based on the cost to operate the jail with an increase to the Township of no more than 2.5% per year. The County shall notify the Township 60 days in advance of a change in rate.

- b. The County shall bill the Township quarterly for the cost of jail beds incurred during the prior quarter. The Township shall pay the invoice within 30 days of the close of the quarter.
- c. The Township shall pay the reasonable and necessary medical expenses incurred by each Township 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 Township 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 Township for such excess medical expenses in the next quarterly billing.
- d. In the event that a Township Prisoner is taken to the hospital, the County shall use its best efforts to obtain a furlough of the prisoner from the Court. If the cost incurred by the County on behalf of a Township Prisoner causes the County to exceed the medical expense cap in its contract for medical services for the Summit County Jail and the Judge assigned to the case has refused to grant a furlough, the Township shall reimburse the County for medical expenses in excess of the cap within 60 days of being billed by the County for the expenses.
- e. In the event of the death of an indigent Township Prisoner, the Township shall be responsible for the costs of burial to the extent provided for by law.

V. Transportation

The Township shall be responsible for the transportation of Township prisoners to the Akron Municipal Court, when necessary. However, the Township may utilize video arraignment services through the Summit County Jail when a personal appearance is not required. The County may also transport Township prisoners to the Summit County Courts or the City of Akron Courts in conjunction with other prisoner transport practices.

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

Township of Bath
3864 W. Bath Rd, Akron, Ohio 44333
Attn: Township Administrator

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

VII. Amendments.

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

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

Township Trustees

County of Summit

Becky Corbett

Ilene Shapiro, County Executive

Elaina Goodrich

Summit County Sheriff

James Nelsen

Steve Barry, Sheriff

Approved as to form and correctness:

Approved as to Form:

Robert Konstand
Law Director

Deborah Matz, Director of Law and Risk
Management