

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

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 City of Fairlawn, an Ohio political subdivision with its principal place of business located at 3487 South Smith Road, Fairlawn, 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 Ordinance Number 2018-069 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 2 adult City Prisoners per day subject to space constraints and for any purpose set forth in subsection c below.

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- b. The County shall keep, board, and maintain these prisoners in the Summit County Jail, subject to space constraints.
- 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 release a City 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 City Prisoner to the Community Alternative Sentencing Center if that City 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 City 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. 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. Either party may terminate this agreement upon 60 days advance notice. The City shall be responsible to pay the County for all prisoner days incurred up to the date of termination.

IV. Payment

- a. The City shall pay for City Prisoners held in the Summit County Jail at a rate of \$123.55 per day 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 City of no more than 2.5% per year. The County shall notify the City 60 days in advance of a change in rate.

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- b. The County shall bill the City quarterly for the cost of jail beds incurred during the prior quarter. The City shall pay the invoice within 30 days of the close of the quarter.
- c. 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.
- d. 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. If the cost incurred by the County on behalf of a City 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 City 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 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 Fairlawn
3487 S. Smith Rd.
Fairlawn, Ohio 44333
Attn: Mayor

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

City of Fairlawn
3487 S. Smith Rd, Suite 202
Fairlawn, OH 44333
Attn: Director of Law

VII. Amendments.

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

EXHIBIT A

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

City

County of Summit

William Roth, Mayor

Ilene Shapiro, County Executive

Summit County Sheriff

Steve Barry, Sheriff

Approved as to form and correctness:

Approved as to Form:

R. Bryan Nace, Director of Law

Deborah Matz, Director of Law and Risk
Management