

RESOLUTION APPROVING AGREEMENT BETWEEN THE ASHTABULA COUNTY COMMISSIONERS AND THE GEAUGA COUNTY COMMISSIONERS FOR HOUSING OF INMATES IN GEAUGA COUNTY JAIL

WHEREAS, an agreement has been presented for the approval of the Board, to-wit:

Parties: Ashtabula County Commissioners, 25 W. Jefferson St., Jefferson, OH 44047
Geauga County Commissioners, 12611 Ravenwood Dr., Ste. 350, Chardon, OH 44024

Purpose: Subject to available space, Geauga County Sheriff's Office shall receive able-bodied Ashtabula County adult male and female prisoner and keep, board and maintain said Prisoners in the Geauga County Safety Center (jail) in its present location or where it shall be established in future. Ashtabula County shall pay all reasonable and necessary medical and mental health expenses.

Cost: **Not to Exceed, a total of \$135,000.00 for the first three months** (\$75.00 per day for each Prisoner so committed)

Term: Begins upon signing

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the agreement noted above is approved in accordance with the copy now on file in this office.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2024-471

October 08, 2024

RESOLUTION APPROVING AGREEMENT BETWEEN THE ASHTABULA COUNTY COMMISSIONERS AND THE GEauga COUNTY COMMISSIONERS FOR HOUSING OF INMATES IN GEauga COUNTY JAIL

Upon the motion of Casey R. Kozlowski, seconded by J.P. Ducro IV.

VOTE:

**Kathryn L. Whittington
J.P. Ducro IV
Casey R. Kozlowski**

**Aye
Aye
Aye**

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

AGREEMENT FOR BOARDING OF PRISONERS BY AND BETWEEN THE
GEAUGA COUNTY BOARD OF
COMMISSIONERS AND ASHTABULA COUNTY

This Agreement entered as of this day of 2024 by and between the Geauga County Board of Commissioners, with their offices located at 12611 Ravenwood Drive, Suite 350 Chardon, Ohio 44024 hereinafter referred to as "County", and the COUNTY OF ASHTABULA, with its offices located at 25 W Jefferson St. Jefferson, Ohio 44047, hereinafter referred to as "ASHTABULA COUNTY".

WITNESSETH:

WHEREAS, Section 341.12 of the Ohio Revised Code authorizes the County to enter into an agreement with ASHTABULA COUNTY to incarcerate ASHTABULA COUNTY inmates for which the ASHTABULA COUNTY jail does not have space; and

WHEREAS, Geauga County agrees to accept male and female ASHTABULA County Prisoners for a fee, provided space is available in the Geauga County Safety Center; and

WHEREAS, the Commissioners of ASHTABULA COUNTY has adopted Resolution No.

_____ authorizing its Executive to execute this agreement on behalf of the ASHTABULA County Sheriffs office.

Now, THEREFORE, IN CONSIDERATION of the foregoing and of the mutual agreements hereinafter set forth, the parties hereby agree for themselves and their respective successors and assigns as follows:

1. Subject to the availability of space, the Geauga County Sheriffs Office ("GCSO") shall receive able-bodied adult MALE and FEMALE Prisoners and keep, board and maintain said Prisoners in the Geauga County Safety Center ("Jail") in its present location or where it shall be established in the future. The Geauga County Sheriff or his designee, shall retain the authority to refuse to accept or to release any ASHTABULA County Prisoner when in his judgment such act is

necessary in order to comply with any order of a court of competent jurisdiction or meet the requirements of minimum standards for jails promulgated by the Ohio Department of Rehabilitation and Corrections or for any other reason.

In exchange for these services, ASHTABULA COUNTY shall reimburse the County for each Prisoner incarcerated in the Geauga County Safety Center in accordance with the following terms and conditions:

(a) ASHTABULA COUNTY shall pay the sum of Seventy-Five Dollars (\$75.00) per day to the County for each Prisoner so committed for the use of the Geauga County Safety Center. Each twenty-four (24) hour day, or part thereof, that the Prisoner serves in the Geauga County Safety Center is a day of confinement for the purpose of this Agreement. The period of confinement begins when the Prisoner is booked and ends when the Prisoner is discharged. The number of days billed under this agreement shall be equal to the number of days credited as time served as determined by the GCSO Jail Registrar.

Each January thereafter, the rates will be adjusted based on the actual daily cost to house an inmate in the Geauga County Safety Center. The Geauga County Sheriff shall notify ASHTABULA COUNTY, in writing, no later than the fifteenth day of January of the adjusted rate which shall be subject to the approval of the ASHTABULA COUNTY AUDITOR. Adjusted rates will be effective January 1 of each year and ASHTABULA COUNTY shall pay the sum to Geauga County in the manner set forth above.

(b) ASHTABULA COUNTY shall pay all reasonable and necessary medical and mental health expenses incurred by each ASHTABULA County Prisoner. The County shall use its best efforts to avoid any excess medical expenses.

(c) GCSO shall provide guarding of ASHTABULA County Prisoners for emergency medical treatment outside the Geauga County safety Center. ASHTABULA COUNTY shall reimburse the County for such services by paying for the actual time spent by any GCSO Deputy needed for such guarding and transportation at the

rate of Forty Dollars (\$40.00) per hour. If GCSO does not have sufficient staff to guard the inmate until release, GCSO will inform ASHTABULA COUNTY, who will then send a deputy to relieve the GCSO staff.

(d) In the event of the death of an indigent ASHTABULA County Prisoner, ASHTABULA COUNTY shall be liable for the cost of burial.

(e) ASHTABULA COUNTY'S total liability for the first three months of services pursuant to this Agreement shall be \$135,000. Each January thereafter, the ASHTABULA COUNTY Auditor shall release a new certificate for this Agreement, and ASHTABULA COUNTY'S total liability shall be limited to the amount set forth in the certificate.

2. At the end of each month, GCSO shall submit to ASHTABULA COUNTY an itemized statement, certified by the Sheriff of Geauga County, or other person designated by him, showing the name of the ASHTABULA County Prisoner, dates of days confined in the Geauga County Jail, the number of days billed, additional charges billed and that amount, and the amount due from ASHTABULA COUNTY on account of each ASHTABULA County Prisoner's confinement under this agreement. All billing shall be paid within thirty (30) days of their receipt.
3. "ASHTABULA County Prisoner" shall be defined as any prisoner accepted for booking or judicially ordered or sentenced to incarceration in the ASHTABULA County Jail.
4. Except as to prisoners received by the Geauga County Safety Center prior to the date of notice of termination, either party may terminate or request re-negotiation of the Agreement for any cause by providing ninety (90) days written notice to the other party.
5. ASHTABULA COUNTY shall cause the Geauga County Board of Commissioners to be named as an additional insured on its General Liability Insurance Policy in relation to the keeping, boarding and maintaining of ASHTABULA County Prisoners in the jail.

6. Each party shall be liable for its own acts and omissions and as set forth in Chapter 341 of the Revised Code.
7. Any litigation arising hereunder shall be brought in a Court of Competent Jurisdiction in the federal or state courts of Ohio.
8. In consideration of the foregoing Agreement, ASHTABULA COUNTY hereby further agrees to refrain from changing the codes used in charging arrestees from County or municipal ordinance to State statute, if the change allows ASHTABULA COUNTY to avoid payment provided by this Agreement.
9. The parties do not enter into this Agreement for the benefit of any person other than the parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Witness



ASHTABULA County Board Of Commissioners,



Kathryn L. Wittington, President



J.P. Ducro IV



Casey R. Kozlowski

William Niemi, Ashtabula County Sheriff

Approved as to Form:



Ashtabula County Prosecutor's Office

Witness

Geauga County Board of Commissioners

James Dvorak

Timothy Lennon

Ralph Spidalieri

Approved as to Form:



Geauga County Prosecutor's Office

FISCAL OFFICER'S CERTIFICATE

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the 2024, under the Agreement, has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of the following funds: 1001.008.100.601-444 Contract Services Jail Housing.

In the amount of \$135,000.00 for year 2024 and free from any previous encumbrances.

Agreement Title: Jail housing agreement with Geauga County.



David Thomas, Ashtabula
County Auditor

Contact: Lisa Hawkins, Clerk

Date: October 7, 2024

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Witness

Crystal Stegall

ASHTABULA County Board Of Commissioners,

Kathryn L. Wittington

Kathryn L. Wittington, President

J.P. Ducro IV

J.P. Ducro IV

Casey R. Kozlowski

Casey R. Kozlowski

William R. Niemi, Sheriff

William Niemi, Ashtabula County Sheriff

Approved as to Form:

Casey M

Ashtabula County Prosecutor's Office