

RESOLUTION APPROVING SERVICES AGREEMENT BETWEEN LAKE COUNTY COURT OF COMMON PLEAS, JUVENILE DIVISION AND ASHTABULA COUNTY COURT OF COMMON PLEAS, JUVENILE DIVISION

WHEREAS, Karen Capstick, Operations and Finance Director, has presented an agreement for the approval of the Board, to-wit:

Scope: Lake County Court of Common Pleas, Juvenile Division will provide five (5) secure detention spots and also an optional Intensive Community Rehabilitation program.

Parties: Lake County Juvenile Court, 53 East Erie Street, Painesville, OH 44077
Ashtabula County Juvenile Court, 4717 Main Avenue, Ashtabula, OH 44004

Cost: \$225.00 per day for each detainee; \$300.00 per day for Intensive Community Rehabilitation
Not to exceed \$29,684.00 annually

Term: November 1, 2024 through December 31, 2025, with annual charge reviews. After initial term, this agreement renews annually for a term of one (1) year.

THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Ashtabula County, Ohio that the Agreement, as noted above, be made in accordance with the copy now on file in this office.

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2024-491

October 22, 2024

**RESOLUTION APPROVING SERVICES AGREEMENT BETWEEN LAKE COUNTY
COURT OF COMMON PLEAS, JUVENILE DIVISION AND ASHTABULA COUNTY
COURT OF COMMON PLEAS, JUVENILE DIVISION**

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

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

**SERVICES AGREEMENT BETWEEN
LAKE COUNTY COURT OF COMMON PLEAS, JUVENILE DIVISION
AND
ASHTABULA COUNTY COURT OF COMMON PLEAS, JUVENILE DIVISION**

This Services Agreement is made and entered into this 22nd day of October, 2024, by and between the LAKE COUNTY COURT OF COMMON PLEAS, JUVENILE DIVISION ("Lake County") and ASHTABULA COUNTY COURT OF COMMON PLEAS, JUVENILE DIVISION ("Ashtabula County").

WHEREAS, Lake County operates a Juvenile Detention Facility ("Lake County facility") pursuant to R.C. 2152.41; and

WHEREAS, in accordance with R.C. 2152.41, Ashtabula County no longer has a detention facility; and

WHEREAS, Ashtabula County desires to engage Lake County to provide secured detention space and temporary holding of Ashtabula County juvenile detainees ("Ashtabula detainees") while they await adjudication, disposition or placement elsewhere.

NOW, THEREFORE, Lake County and Ashtabula County hereby agree as follows:

ARTICLE 1. LAKE COUNTY RESPONSIBILITIES

1.01. The Lake County facility shall provide housing, general care, education, three (3) nutritionally balanced meals, and staff supervision for twenty-four (24) hours per day for the duration of an Ashtabula detainee's stay in accordance with the State of Ohio's minimum standards for youth detention centers.

1.02. Provided that a properly executed Medical Release has been furnished to Lake County, the Lake County facility shall also dispense prescribed medication by a Licensed Nurse or Physician. The Ashtabula detainee shall arrive at the Lake County facility with enough daily prescribed medication for his/her entire stay and Medical Release, properly executed by a parent or guardian or other authorized representative.

1.03. Ashtabula County shall provide or arrange for all medical care while the Ashtabula detainee is being held at the Lake County facility, unless an emergency arises in which case Lake County shall provide or arrange for all emergency medical care. Ashtabula County will be responsible for all medical expenses incurred on behalf of any Ashtabula County detainee.

1.04. The Ashtabula detainee shall be subject to the same rules and regulations as any other detainee of the Lake County facility.

1.05. Lake County will hold a maximum of five (5) Ashtabula detainees at any given time.

1.06. Lake County will notify Ashtabula County of any emergencies or incidents involving Ashtabula detainees within twenty-four (24) hours of such emergency or incident.

1.07. Lake County reserves the right to decline to accept any Ashtabula detainee into its facility for any reason whatsoever. Lake County also reserves the right to terminate the housing of any Ashtabula detainee being housed under this Agreement upon three (3) days written notice to Ashtabula County. Any declining of an Ashtabula detainee must be done with notification to Ashtabula County at least twelve (12) hours after the arrival of the Ashtabula detainee.

1.08. Provided that Ashtabula County provides all court related transportation, Lake County may house Ashtabula detainees both during court proceedings and after adjudication.

ARTICLE 2. ASHTABULA COUNTY RESPONSIBILITIES

2.01. Ashtabula County shall arrange to provide round trip transportation to Ashtabula County for all Ashtabula detainees' court appearances, and shall communicate the transportation schedule at least twelve (12) hours in advance to the Lake County facility unless, in the case of emergency or earlier, notice is unable to be given. In addition, Ashtabula County shall arrange transportation for each Ashtabula detainee on the first day of arrival and the last day of departure, and any other transportation required while an Ashtabula detainee is at the Lake County facility (e.g., medical appointments or transport to another facility). Ashtabula County will notify Lake County no later than 4:30 P.M. on the day of a court hearing whether a current Ashtabula detainee is returning to detention or being released.

2.02. Ashtabula County shall pay Lake County a per diem of Two Hundred Twenty-Five Dollars No Cents (\$225.00) per day for each regular Ashtabula detainee. Ashtabula County shall pay Lake County a per diem total of Three Hundred Dollars No Cents (\$300.00) per day for an Ashtabula Intensive Community Rehabilitation (ICR) detainee. A day is defined as any period of twenty-four (24) hours or less. Lake County shall invoice Ashtabula County to the Ashtabula County staff listed in Article 3 on the first of each month for the previous month's charges. The annual amount paid by Ashtabula County to Lake County shall not exceed Twenty Nine Thousand, Six Hundred and Eighty Four Dollars and Zero Cents (\$29,684).

2.03. Ashtabula County shall pay Lake County for all charges incurred within thirty (30) days upon receipt of Lake County's invoice.

2.04. Ashtabula County shall provide or arrange for all medical care while the Ashtabula detainee is being held at the Lake County facility, unless an emergency arises. Ashtabula County will be responsible for all medical expenses incurred on behalf of any Ashtabula County detainee.

2.05. Ashtabula County shall be responsible to arrange payment and/or pay for all emergency medical expenses incurred by any Ashtabula detainee while at the Lake County facility. All non-emergency medical treatment and appointments must be approved by Ashtabula County in order

for Ashtabula County to be responsible for such care consistent with Paragraph 1.03.

2.06. In advance of providing secured detention space and temporary holding of an Ashtabula detainee, Ashtabula County shall provide to Lake County:

- A. Copies of any court order(s) remanding an Ashtabula detainee to Lake County;
- B. Medical Release(s) executed by a parent, guardian or other authorized representative of the Ashtabula detainee; and
- C. Complete criminal history of each Ashtabula detainee with any court order(s) remanding an Ashtabula detainee to Lake County.

2.07. Ashtabula County shall determine the period during which an Ashtabula detainee shall be cared for in the Lake County facility and the removal and transfer of an Ashtabula detainee from the Lake County facility in accordance with R.C. 2152.41(E).

2.08. Ashtabula County shall utilize Lake County as its primary detention center. Ashtabula County will call Lake County and use this center before any others.

2.09. Ashtabula County detainees receive a mental health assessment at 11:00am the next business day. Ashtabula County shall provide a meeting link to Lake County for this meeting. Lake County will provide a confidential space and internet capabilities to complete this assessment.

ARTICLE 3. NOTICES

3.01. Any and all notices required or permitted to be given pursuant to this Agreement shall be in writing. Unless otherwise provided in this Agreement, the provision of any notice and the delivery of any document or instrument shall be deemed to have been given or delivered when the same is either hand-delivered or three (3) business days after the postmark date when the same is deposited with the United States Postal Service, first-class postage prepaid, and addressed as follows:

To Lake County: Anthony Goff, Court Administrator
53 East Erie Street
Painesville, Ohio 44077

With a copy to: Lake County Prosecutor's Office
105 Main Street
Painesville, Ohio 44077

To Ashtabula County: Kelly Butcher / Karen Capstick
4717 Main Ave.
Ashtabula, Ohio 44004

With a copy to: Ashtabula County Prosecutor's Office
25 West Jefferson Street
Jefferson, Ohio 44047

ARTICLE 4. BUILDING CODES AND SAFETY ORDINANCES

4.01. If applicable, all buildings, offices and facilities utilized by the program where the Ashtabula detainees shall be present shall conform to and abide by all federal, state, county, and city building codes, and safety ordinances. Documentation of such shall be presented to Ashtabula County upon request.

ARTICLE 5. INSURANCE

5.01. Lake County shall carry any necessary or required insurance (e.g., public liability, property damage, workers' compensation, and malpractice insurance) to insure against any and all claims which may arise out of Lake County's operations under the terms of this Agreement. Such coverage may be through insurance policies or self insurance programs maintained by Lake County.

5.02. Ashtabula County shall provide any necessary or required insurance (e.g., public liability, property damage, workers' compensation, and malpractice insurance) for each Ashtabula detainee and each Ashtabula County employee relating to the performance of this Agreement.

ARTICLE 6. ANTI-DISCRIMINATION

6.01. Ashtabula County will follow its policies of non-discrimination. Lake County hereby agrees that in all matters pertaining to the employment of labor, skilled or unskilled, in the performance of this Agreement, Lake County shall at all times conduct its business in a manner that assures there shall be no discrimination exercised against any person because of race, color, national origin, religion, age, handicap, veteran status or any factor as specified in the Civil Rights Act of 1964 and subsequent amendments. Lake County shall fully comply with all appropriate federal and state laws regarding such regulations including the Americans with Disabilities Act (ADA).

ARTICLE 7. CONFIDENTIALITY

7.01. To the extent applicable, Lake County shall instruct its employees to use the same degree of care as it uses with its own data to keep confidential information concerning client data, the business of Ashtabula County, its financial affairs, its relations with its citizens and its employees, as well as any other information which may be specifically classified as confidential by Ashtabula County pursuant to applicable law. All federal and state regulations and statutes related to confidentiality shall be applicable to Lake County and shall have an appropriate policy with its

employees to that effect.

ARTICLE 8. LICENSURE

8.01. Lake County shall have the appropriate license(s) or certification(s) necessary to provide services of this Agreement. Lake County shall also immediately notify Ashtabula County of any change in licensure status affected by the certifying authority.

ARTICLE 9. AMENDMENT

9.01. This Agreement constitutes the entire Agreement of the parties in the subject matter hereof and may not be changed, modified, discharged or extended except by written amendment executed by Lake County and Ashtabula County. Lake County agrees that no representation or warranties shall be binding upon Ashtabula County unless expressed in writing herein or in a duly executed amendment hereof.

ARTICLE 10. PUBLIC RECORDS

10.01. All parties hereto acknowledge that Lake County and Ashtabula County are political subdivisions in the State of Ohio, and as such, are subject to the Ohio Revised Code and other law related to the keeping and access to public records, including any and all applicable Sunshine Laws, Open Meeting requirements, and retention schedules affecting any and all manner of communication with either party, and any and all documents in any format or media.

ARTICLE 11. CRIMINAL RECORDS CHECK

11.01. Lake County shall comply with the provisions as specified in R.C. 109.572 regarding criminal records checks for prospective employees and volunteers. Ashtabula County shall receive upon request verification of police checks, reference checks and confirmation of educational requirements for all employees and volunteers of Lake County assigned to this program.

ARTICLE 12. TERM

12.01. This Agreement shall be for a term of three (3) years. The parties further agree to review the amounts charged in this Agreement on an annual basis for potential increases or decreases. After the initial term, this Agreement shall automatically renew for successive one (1) year terms unless a termination notice is given in accordance with Article 13.

ARTICLE 13. TERMINATION

13.01. This Agreement shall terminate on the date stated above or upon sixty (60) day written notice by either party to the contact person stated in Article 3. In the event of termination, the parties agree that all outstanding costs will be invoiced by Lake County within thirty (30) days of termination and paid by Ashtabula County within thirty (30) days thereafter.

Matrix Matter No. 2024-CON-0192
Reviewed by Christine C. Davis, Esq.

IN WITNESS WHEREOF, Lake County and Ashtabula County have executed this Agreement as of the date first above written.

**LAKE COUNTY COMMON PLEAS COURT,
JUVENILE DIVISION:**

By: _____

**ASHTABULA COUNTY COMMON PLEAS
COURT, JUVENILE DIVISION:**

By: Mark J. Anglin

**BOARD OF COMMISSIONERS OF LAKE
COUNTY, OHIO:**

By: _____

**BOARD OF COMMISSIONERS OF ASHTABULA
COUNTY, OHIO**

By: _____

Approved as to form:

**CHARLES E. COULSON
PROSECUTING ATTORNEY**

By: _____

Approved as to form:

**COLLEEN MARY O'TOOLE
PROSECUTING ATTORNEY**

By: Colleen M. O'Toole

Signature Page

Agreement Title: Services Agreement between Lake Co and Ashtabula Co Juvenile Divisions for Detention Bed Days

Approved as to Legal Form Only:

By: 
Colleen M. O'Toole,
Ashtabula County Prosecutor

Dated: 9/30/, 2024

IN WITNESS WHEREOF, Lake County and Ashtabula County have executed this Agreement as of the date first above written.

LAKE COUNTY COMMON PLEAS COURT,
JUVENILE DIVISION:

By: 

ASHTABULA COUNTY COMMON PLEAS
COURT, JUVENILE DIVISION:

By: 

BOARD OF COMMISSIONERS OF LAKE
COUNTY, OHIO:

By: _____

BOARD OF COMMISSIONERS OF ASHTABULA
COUNTY, OHIO

By: 

Approved as to form:

CHARLES E. COULSON
PROSECUTING ATTORNEY

By:  AAA
10/3/24

Approved as to form:

COLLEEN MARY O'TOOLE
PROSECUTING ATTORNEY

By: 

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 year 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 and free from any previous encumbrances to the credit of:

1001.011.220-601.0040; not to exceed \$20,000.00.

Agreement Title: RESOLUTION APPROVING SERVICES AGREEMENT BETWEEN LAKE COUNTY COURT OF COMMON PLEAS, JUVENILE DIVISION AND ASHTABULA COUNTY COURT OF COMMON PLEAS, JUVENILE DIVISION



**David Thomas, Ashtabula County
Auditor**

Date: October 15, 2024