

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

WHEREAS, William R. Niemi, Ashtabula County Sheriff, has presented an amendment for the approval of the Board, to-wit:

**Original Contract Date:** Approved on October 8, 2024 by Resolution 2024-471

**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 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 future. Ashtabula County shall pay all reasonable and necessary medical and mental health expenses.

**Amendment:** to extend the agreement term through December 31, 2025  
to increase the cost to Ashtabula County, not to exceed \$45,000/month through December 31, 2025

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

BE IT FURTHER RESOLVED, except as modified, the Agreement shall remain in full force and effect in accordance with its terms.

BE IT FURTHER RESOLVED that County Commissioner J.P. Ducro, 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. 2025-395**

**September 16, 2025**

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

**Upon the motion of Casey R. Kozlowski, seconded by Kathryn L. Whittington.**

**VOTE:**

**J.P. Ducro IV**

**Aye**

**Casey R. Kozlowski**

**Aye**

**Kathryn L. Whittington**

**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.



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

**AMENDMENT TO AGREEMENT  
BY AND BETWEEN THE ASHTABULA COUNTY COMMISSIONERS AND THE GEAUGA  
COUNTY COMMISSIONERS**

This Amendment is made and entered into this 16th day of September, 2025, by and between the Board of Ashtabula County Commissioners and the Board of Geauga County Commissioners (collectively, the "Parties").

**WHEREAS**, the Parties entered into an Agreement whereby, subject to available space, the Geauga County Sheriff's Office shall receive able-bodied Ashtabula County adult male and female prisoners and keep, board, and maintain said prisoners in the Geauga County Safety Center (jail), in its present location or as it may be established in the future; and

**WHEREAS**, the Parties wish to amend the Agreement to extend the term and increase the maximum amount payable under the Agreement; and

**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

1. **Term Extension:**  
The term of the Agreement shall be extended through December 31, 2025, unless otherwise terminated in accordance with the Agreement.
2. **Not to exceed:** \$45,000/month.
3. **No Other Changes:**  
All other terms and conditions outlined in the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

**BOARD OF ASHTABULA COUNTY COMMISSIONERS**

By: [Signature]  
Name: J. P. Duvroski  
Title: President

**BOARD OF GEAUGA COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature]  
ASTORIA  
GEAUGA COUNTY PROSECUTOR'S OFFICE

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

*[Signature]*

ASHTABULA County Board Of Commissioners,

*[Signature]*

Kathryn L. Wittington, President

*[Signature]*

J.P. Ducro IV

*[Signature]*

Casey R. Kozłowski

*[Signature]*

William Niemi, Ashtabula County Sheriff

Approved as to Form:

*[Signature]*

Ashtabula County Prosecutor's Office

Witness

Geauga County Board of Commissioners

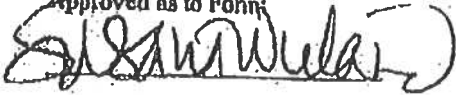
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James Dvorak

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Timothy Lennon

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Ralph Spidalieri

Approved as to Form:



Geauga County Prosecutor's Office