

RESOLUTION AUTHORIZING SERVICE AGREEMENT BETWEEN THE ASHTABULA COUNTY COURT OF COMMON PLEAS, JUVENILE DIVISION AND MAHONING COUNTY JUVENILE COURT AND THE ASHTABULA AND MAHONING COUNTY BOARDS OF COMMISSIONERS

WHEREAS, Andrew Misiak, Court Administrator for the Ashtabula County Juvenile Court, has submitted a Services Agreement between Ashtabula County Court of Common Pleas, Juvenile Division and Mahoning County Juvenile Court, for the approval of the Board, to-wit:

Purpose: Mahoning County Juvenile Court will provide room and board for Ashtabula County Court detainees at \$214/day for each calendar day a detainee spends at the MCJC facility.

WHEREAS, the agreement has been reviewed and it is found that such an agreement would be desirable and is necessary; now

THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Ashtabula County, Ohio that the Services Agreement as noted above is approved in accordance with a copy of said amendment 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. 2022-279

June 07, 2022

RESOLUTION AUTHORIZING SERVICE AGREEMENT BETWEEN ASHTABULA COUNTY COURT OF COMMON PLEAS, JUVENILE DIVISION AND MAHONING COUNTY JUVENILE COURT AND THE ASHTABULA AND MAHONING COUNTY BOARDS OF COMMISSIONERS

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

VOTE:

J.P. Ducro IV

Casey R. Kozlowski

Kathryn L. Whittington

Aye

Aye

Absent

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

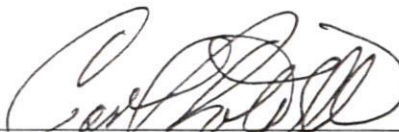
JOURNAL ENTRY
JE 22-07-016

It was moved by Mr. Ditzler, and seconded by Mr. Traficanti, that upon the recommendation of Judge Theresa Dellick, Mahoning County Juvenile Court, the Board of Mahoning County Commissioners, does hereby enter into an agreement with Ashtabula County Juvenile Court to house up to three (3) Ashtabula County youth at a rate of \$214.00 per youth per day effective May 1, 2022 for three (3) years.

A copy of said agreement is on file in the Office of the Mahoning County Commissioners, 21 W. Boardman Street, Suite 200, Youngstown, Ohio 44503.

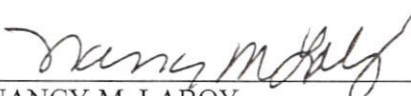
Roll call voting resulted:	Mr. Ditzler:	aye
	Mrs. Rimedio-Righetti:	aye
	Mr. Traficanti:	aye

Motion carried this 14th day of July, 2022.



CAROL RIMEDIO-RIGHETTI,
PRESIDENT OF THE BOARD

ATTEST:



NANCY M. LABOY,
CLERK OF THE BOARD

JR. VOL. 110, PAGE 406

cc: Auditor's Office
JJC

SERVICES AGREEMENT BETWEEN
ASHTAUBLA COUNTY COURT OF COMMON PLEAS, JUVENILE DIVISION
AND
MAHONING COUNTY JUVENILE COURT

This Service Agreement is made and entered into this 1st day of May 2022 by and between the Ashtabula County Court of Common Pleas, Juvenile Division (hereinafter the "Court") and the Mahoning County Juvenile Court (Hereinafter called "MCJC") who operates the Mahoning County Juvenile Detention Center located at 300 East Scott St., Youngstown, Ohio 44505, along with the Boards of Commissioners of Ashtabula and Mahoning County, Ohio as contracting authorities for their respective Courts. This Agreement shall be for a term of three (3) years commencing on the date above and concluding on April 30, 2025.

WITNESSETH THAT:

In accordance with R.C. § 2152.41(C), the Court will no longer have a detention facility as of April 30, 2018 and desires to engage MCJC's Mahoning County Juvenile Detention Center to provide room and board for Court detainees.

NOW THEREFORE, the Court and MCJC agree as follows:

1. MCJC RESPONSIBILITIES

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

B. Provided that a properly executed Medical Release has been furnished to MCJC, the MCJC facility shall also dispense prescribed medication by a Licensed Nurse or Physician. The detainee shall arrive at the MCJC facility with enough daily prescribed medication for his entire stay and Medical Release, properly executed by a parent or guardian or other authorized representative, copy having been provided separately with the Agreement.

C. MCJC shall provide or arrange for all medical care for the detainee while at the MCJC Facility with Court approval, unless it is an emergency, provided that a properly executed Medical Release has been furnished.

D. Court detainees shall be subject to the same intake procedures, discharge procedures, rules and regulations as any other resident of the MCJC facility.

E. MCJC will house a maximum number of three of the Court's detainees at any given time.

F. MCJC will notify the Court of any emergencies or incidents involving the Court's detainees within twenty-four (24) hours of such emergency or incident.

G. MCJC reserves the right to decline to accept any Court detainee into its facility for any reason whatsoever. MCJC also reserves the right to terminate the housing of any Court detainee being housed under this Agreement upon 3 days' written notice to the Court. Any declining of a detainee must be done with notification to the Court at least 12 hours after the arrival of the detainee

H. Provided that Court provides all court related transportation, MCJC may house detainees both during court proceedings and after adjudication.

2. COURT RESPONSIBILITIES

A. The Ashtabula County Juvenile Court shall arrange to provide round trip transportation to the Court for all detainees court appearances and shall communicate the transportation schedule at least twelve (12) hours in advance to the MCJC Detention Center control room, unless in the case of emergency or earlier notice is unable to be given. In addition the Court shall arrange transportation for a detainee on the first day of arrival and the last day of departure. In addition, the Court shall arrange transportation to and/or from any other detention facility, including any facility operated by the Ohio Department of Youth Services, and to and from any medical or other type of appointment which is to take place outside of the premises of the MCJC Detention Center. Persons providing transportation for or on behalf of the Court under this provision are not to be considered to be employees of Mahoning County for any reason whatsoever. Upon request of Court, MCJC may, if resources are available, provide transportation to medical appointments within Mahoning County.

B. The Court shall pay the MCJC Juvenile Detention Center a per diem of \$214 /day for each calendar day a detainee spends at the MCJC facility. The MCJC shall invoice the Court on the first of each month for the previous month's charges.

C. All invoices shall be sent to the Court's Finance Director, located at 3816 Donahoe Drive, Ashtabula, Ohio 44004. The Court shall pay the charges within 30 days of receipt of the invoice.

D. The Court shall be responsible to arrange payment and/or pay for all emergency medical expenses for any detainee that is incurred while the detainee is at the MCJC facility. All non-emergency medical treatment and appointments must be approved by the Court in order for the Court to be responsible for such care.

E. The Court shall provide copies of any Court orders remanding a detainee to the Juvenile Detention Center as well as provide a Medical Release executed by a parent or guardian or other authorized representative.

3. CONTACTS

Court

Andrew Misiak
Court Administrator
3816 Donahoe Drive
Ashtabula, Ohio 44004

MCJC

Jenn Pangio
Financials
300 E. Scott St.
Youngstown, OH 44505

4. BUILDING CODES AND SAFETY ORDINANCES

If applicable, all buildings, offices and facilities utilized by the program where the 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 the Court upon request.

5. INSURANCE

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

6. LIABILITY

To the extent permitted by Ohio law, each party to this Agreement agrees to be responsible for the acts and omissions of its own officers, employees and agents engaged in the scope of their employment arising under this Agreement, and each party agrees to be responsible for any and all liability, claims, costs, expenses or damages arising from any claim with respect to that party's role in connection with this Agreement. Nothing in this provision shall be construed as a waiver of any immunity provided under any applicable law.

7. ANTI-DISCRIMINATION

The Court will follow its policies of non-discrimination. MCJC hereby agrees that in all matters pertaining to the employment of labor, skilled or unskilled, in the performance of this Agreement, MCJC 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. It is further agreed that the MCJC shall fully comply with all appropriate Federal and State laws regarding such regulations including the Americans with Disabilities Act.

8. CONFIDENTIALITY

MCJC shall comply with the provisions of the Privacy Act of 1974 and 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 the Court, 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 the Court. All Federal and State regulations and statutes related to confidentiality shall be applicable to MCJC and it shall have an appropriate policy with its employees to that effect.

9. LICENSURE

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

10. AMENDMENT

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 the Court and MCJC. MCJC agrees that no representation or warranties shall be binding upon the Court unless expressed in writing herein or in a duly executed amendment hereof.

11. PUBLIC RECORDS

All parties hereto acknowledge that the Court and the 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 effecting any and all manner of communication with the Court and any and all documents in any format or media.

12. CRIMINAL RECORDS CHECK

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

13. TERMINATION

This Agreement shall terminate on the date stated above or upon thirty day written notice by either party to the contact person stated in Section 3.

IN WITNESS WHEREOF, the Court and MCJC have executed this Agreement as of the date first above written.

Ashtabula County Court of
Common Pleas, Juvenile Division

By: [Signature]
Andrew Mis: 96
Court Administrator
6.9.22

Board of Commissioners of Ashtabula
County, Ohio

By: [Signature]
6-7-22

Approved as to Legal Form Only:

By: [Signature]
Collen M. O'Toole
Ashtabula County Prosecutor
MA 5.23.22

Mahoning County Court of Common
Pleas, Juvenile Division

By: [Signature]

Board of Commissioners of
Mahoning County, Ohio

[Signature] 7/14/22
Carol Rimedio-Righetti, President

[Signature]
David C. Ditzler, Vice President

[Signature]
Anthony T. Traficanti, Commissioner

APPROVED AS TO FORM:

[Signature]
Mahoning 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 year 2022 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: 1001.011.220-801.0040; not to exceed \$30,000.00 for the remainder of the current calendar year, and free from any previous encumbrances.

Agreement Title: Services Agreement

Between: Ashtabula County Court of Common Pleas, Juvenile Divisions and Mahoning County Juvenile Court


Paige Williamson, Fiscal Manager, on behalf of:
David Thomas
Ashtabula County Auditor

Date: 6/6/2022

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

VOTE:

J.P. Ducro IV

Aye

Casey R. Kozlowski

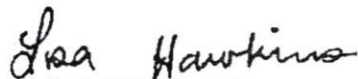
Aye

Kathryn L. Whittington

Absent

CERTIFICATE OF CLERK

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Lisa Hawkins, Clerk of the Board
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