

## INTERAGENCY AGREEMENT

Between

**THE CUYAHOGA COUNTY CORRECTIONS PLANNING BOARD**

and

**THE CUYAHOGA COUNTY SHERIFF'S OFFICE**

This interagency agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between the County of Cuyahoga, Ohio (the "County"), on behalf of the Cuyahoga County Corrections Planning Board (the "Corrections Board") and the Cuyahoga County Common Pleas Court (the "Court"), and the Cuyahoga County Sheriff's Office, a county office located at 1215 West Third Street, Cleveland, Ohio 44113, (the "Sheriff"), for offender apprehension services in connection with the Cuyahoga County Corrections Planning Board's **Intensive Special Probation – Felony Diversion Grant** of the Adult Probation Department of Cuyahoga County Common Pleas Court.

WHEREAS, the Sheriff has reviewed this proposal and finds it to be consistent with its Mission Statement, the Sheriff agrees to provide said apprehension services, and to accept an award in the amount not to exceed Ninety-Three Thousand Five Hundred Dollars (\$93,500.00) in Community Corrections Act Grant funds for the period beginning July 1, 2013 and ending June 30, 2014, subject to the terms and conditions of this agreement.

### **TERMS AND CONDITIONS:**

1. The Corrections Board has currently designated the Sheriff's Office as the apprehension unit agency for the provision of services to apprehend and arrest offenders in violation of their probation as outlined in the program description in Attachments A. fully incorporated herein by reference.
2. The Corrections Board, the Court, and the Community Correction Act (CCA) will be held harmless for actual apprehension costs in excess of that provided by this limited amount of CCA funding.
3. The Sheriff shall perform the following functions with regard to this agreement, including but not limited to:
  - a. Serve as the fiscal agent for the disbursement and monitoring of funds;
  - b. Monitor services to assure conformity with this agreement, the rules and regulations of the Federal Government, the State of Ohio, and the County of Cuyahoga;
4. It is understood and agreed to by the Sheriff and the Corrections Board that through continuous quality improvement monitoring, the Sheriff shall ensure the following:
  - a. Funds granted in this agreement from the Ohio Department of Rehabilitation and Correction shall be used only for the activities specified in the program services outlined in Attachment A. The funds herein provided shall not be used to supplant funds from other sources already in place at the time of this agreement;

- b. Either party may request that the agreement be revised whenever the approved program's operation or method of financing is materially changed. Such request must be made in writing and approved by both parties;
- c. Necessary records and accounts including financial and property controls shall be maintained by the Sheriff and made available to the Corrections Board and the Ohio Department of Rehabilitation and Correction for audit purposes, as requested;
- d. All equipment purchased under this agreement shall be the property of the Corrections Board for five years from the date of purchase. At the expiration of the five-year period, with prior approval from the Ohio Department of Rehabilitation and Correction, the title to the equipment shall vest in the Sheriff's Office;
- e. The Sheriff shall ensure that no current or future employee providing direct offender services is under active probation, parole, or under indictment for a felony offense;
- f. The Sheriff and its staff shall avoid compromising relationships with offenders, court staff, or Corrections Board staff, and shall report any impropriety, or appearance thereof, to the appropriate authority immediately;
- g. The Sheriff and its staff shall, upon request of the Court, respond to a subpoena, and appear and testify in any legal proceedings convened by the court at the Sheriff's cost;
- h. The Sheriff shall notify the Chief Probation Officer (or his designee) and Program Director of the Adult Probation Department of Common Pleas Court immediately upon receipt of any legal process requiring disclosure of records of offenders;
- i. The Sheriff shall make available, with appropriate release of information, any records generated by the Apprehension Unit relating to an offender in accordance with any of the following: a court order, a written request of the Chief Probation Officer (or his designee), and Program Director
- j. The Sheriff shall ensure that any personal or monitoring information for any offender made available shall be used only for the purpose of carrying out the provisions of this agreement. Information shall not be divulged nor made known in any manner to any person except as may be necessary for the performance of the agreement;
- k. The Sheriff shall cooperate with and provide any additional information as may be required by the Corrections Board, the Court or the Adult Probation Department in carrying out an ongoing evaluation of the program.
- l. The CCA grant funds in this agreement will be used only for the activities specified in the attached program narrative.
- m. The Sheriff shall notify the Corrections Board Administrator and/or the Chief

Probation Officer (or his designee), and the Felony Program Director in writing whenever the services to be provided to the Intensive Special Probation Program (ISP) are materially revised or the approved operation or method of financing is materially changed;

- n. The Sheriff shall provide a list of Ohio Peace Officer Training Academy certified staff that will provide services under this agreement. The listing shall include staff member name, title, experience and qualifications;

5. Method of Payment

- a. All offender service contracts funded by CCA are to be performance-based. Agreement shall include, but is not limited to the following: a description of the program service and cost of the service/item per agreed unit. The cost per service is as follows: **Two FTE (2080 hours each) Sheriff's Deputies including wages and fringe benefits not to exceed \$93,500.00.**
- b. Payment shall be made upon receipt of a monthly invoice sent no later than the 10th working day of the following month. Said invoice shall include: Staff name, copies of payroll register and payroll deduction register. The Corrections Board shall process an Encumbrance Voucher through the County Fiscal Office in payment of said services. All invoices for services provided during fiscal year 2014 must be received no later than July 15, 2014 and paid to the Sheriff's Office no later than August 30, 2014. Any such funds encumbered as of June 30, 2014, shall be recognized and payable no later than August 30, 2014. Any funds not encumbered as of June 30, 2014 shall be returned to the grant.
- c.

Fiscal reports shall be submitted to:

*Mellany Seay, Fiscal Officer  
Cuyahoga County Corrections Planning Board  
1276 West Third Street, Suite 700  
Cleveland, Ohio 44113-1604*

- d. Program statistics shall be submitted upon the request of the Board Administrator or the Program Director and shall include information regarding the number of offenders submitted to the Apprehension Unit for arrest including: 1. Offender name, 2. Date apprehension submitted, 3. Date of arrest, 4. Date and type of alternate arrest (ex. incarceration on another offense, self surrender, death, etc.)

Quarterly statistic reports shall be submitted to:

*Probation Department Designated Supervisor  
Corrections Planning Board  
1276 West Third Street, Suite 700  
Cleveland, OH 44113*

6. Termination

Either party may terminate this agreement prior to its expiration with sixty (60) days written to the other party, or at any time upon mutual agreement of all parties.

7. Amendment

This document shall constitute the entire agreement of the parties and may not be changed, modified, discharged, or extended except by written amendment duly executed by all parties hereto. All parties agree that no representation shall be binding upon any party hereto unless in writing.

8. Indemnification

The Sheriff's Office agrees to protect, defend, indemnify and hold the Court, the County, their officers, employees and agents, free, clear and harmless from and against any and all losses, penalties, damages, settlements, costs or liabilities of every kind and nature arising out of or in connection with any acts or omissions of the Sheriff's Office, negligent or otherwise, and its employees officers, agents, or independent contractors. The Sheriff's Office agrees to pay all damages, costs and expenses of the Court, The County, their officers, agents, and employees in defending any action arising out of the aforementioned acts or omissions.

9. Electronic Signature


By entering into this agreement I agree on behalf of the contracting County agency, its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. I also agree on behalf of the aforementioned entities and persons, to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

IN WITNESS, WHEREOF, the parties have caused the INTERAGENCY AGREEMENT to be executed through their duly authorized representatives as of the date first written above.

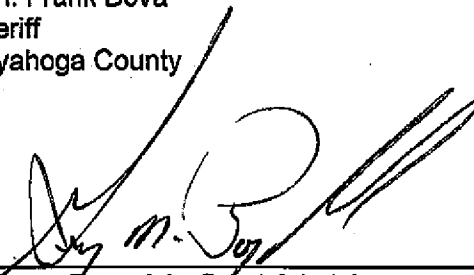
County of Cuyahoga, Ohio

Edward FitzGerald, County Executive

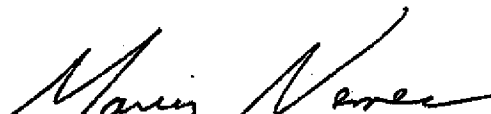
  
Edward FitzGerald, County Executive Date

  
Hon. Frank Bova  
Sheriff  
Cuyahoga County

5-13-13  
Date

  
Gregory Popovich, Court Administrator  
Cuyahoga County Common Pleas Court

5/17/2013  
Date

  
Maria Nemec, Board Administrator  
Cuyahoga County Corrections Planning Board

5.7.13  
Date



## **Corrections Planning Board**

1276 West Third Street, Suite 700 Cleveland, Ohio 44113

Phone: 216-443-5076 Fax: 216-348-4446

Honorable Nancy A. Fuerst, Chairperson

Presiding Judge—Common Pleas Court

Marla Nemec, Board Administrator

### **ATTACHMENT A.** **SHERIFF'S OFFICE APPREHENSION UNIT**

#### **APPREHENSION UNIT PROGRAM**

The Sheriff Department's Apprehension Unit works in cooperation with the Common Pleas Court and Probation Department to process court capias, probation capias and warrants, bond forfeitures and assist in transport of offenders exhibiting unstable mental health and in danger to themselves or others to local emergency room for evaluation. The goal of the unit is reduction of absconsion and failure to appear rates. The CCA grant provides funding for two Sheriff's deputies assigned to the Apprehension Unit. Apprehension Unit deputies are regularly assigned to apprehend and arrest offenders who are in violation of their probation conditions and have a warrant or capias issued by the Court. The Apprehension Unit deputies work in conjunction with, and coordinate their activities through, the Sheriff's Home Detention and Sex Offender Units. They also accompany probation officers, upon request, on field visits to offenders' homes or places of employment.