

PRISONER TRANSPORT AGREEMENT
Between
THE FRANKLIN COUNTY BOARD OF COMMISSIONERS
AND
FRANKLIN COUNTY MUNICIPAL COURT

This Agreement is entered into on this ____ day of _____, 2024 by and between the Franklin County Municipal Court (the "Court") and the Franklin County Board of Commissioners, on behalf of the Franklin County Sheriff (the "County").

WHEREAS, the Franklin County Board of Commissioners and the Franklin County Sheriff entered contracts, and subsequent amendments to those contracts, with the various political subdivisions located within Franklin County, Ohio, including the City of Columbus, for the Housing of Prisoners ("Prisoner Housing Contract"), pursuant to which the political subdivisions pay to the County a per diem charge for each prisoner incarcerated in the Franklin County Corrections Center under a municipal ordinance of the respective municipality; and

WHEREAS, pursuant to paragraph 5 of the Prisoner Housing Contract, the per diem charge paid by the Court includes the cost of conveying prisoners held at the Franklin County Corrections Center to the Franklin County Municipal Court, but does not include the cost of otherwise transporting the prisoners; and

WHEREAS, the Court wishes to contribute to the cost of transporting prisoners, other than the transportation included under paragraph 5 of the Prisoner Housing Contract, with the balance of those costs to be apportioned among the various political subdivisions in accordance with paragraph 6 of the Prisoner Housing Contract; and

WHEREAS, the Franklin County Sheriff will provide the transportation of prisoners for the Court not covered by paragraph 5 of the Prisoner Housing Contract and any contribution to the cost of such transportation will be paid by the Court to the County; and

WHEREAS, the parties wish to enter this Agreement to memorialize the provision of prisoner transportation services not covered under paragraph 5 of the Prisoner Housing Agreement and the payment by the Court to the County for the provision of those services.

I Agreement Term

Pursuant to Ohio Revised Code §1901.321, this Agreement shall not apply to a period in excess of four years. The effective date of this Agreement shall be when the last signature is affixed below and shall be for 1 year from said date (the "Initial Term."). The Initial Term shall cover the costs of services provided under this Agreement during calendar year 2024. This Agreement may be renewed for three (3) additional one (1) year terms for subsequent calendar years subject to yearly appropriation of said funds by City Council and the encumbrance of said funds by the City Auditor.

II Prisoner Transport

The Franklin County Sheriff shall transport prisoners, except prisoners conveyed between the Corrections Center and the Franklin County Municipal Court as specified in paragraph 5 of the Prisoner Housing Contract, including their return to the place from which they were sentenced and including the expense of retaking prisoners who may violate any probation when such probation is granted with the consent of the sentencing tribunal.

III Funding/Budget

The Franklin County Municipal Court shall reimburse the County annually for both of the following:

- A. The total cost of one Franklin County Sheriff's Office deputy at Step E. Total cost shall include the full cost of the deputy, including, without limitation, the cost of salary, fringe benefits, uniforms, and supplies.
- B. The total cost of a vehicle, purchase, maintenance, repair, and fuel costs related to the transport of prisoners as outlined in Section I above. The total cost of the vehicle shall include all costs and expenses related to the vehicle, including, without limitation, purchase price, maintenance, repair, and fuel. With respect to the purchase price of the vehicle, the first annual payment by the Municipal Court (2024 payment) shall include the full cost of a new vehicle purchased by the County, pro-rated for 20 of 26 pays. In subsequent years, the Municipal Court shall reimburse the County the depreciated value of the vehicle. The reimbursement for the purchase of the vehicle shall be in addition to all other annual costs for the vehicle, including, without limitation, maintenance, repair, and fuel.

The charges shall be in arrears so that payment reflects the prior year costs. Payment to be made in 2024 shall be in the amount of \$205,606.35 and shall be made on or before April 1, 2024. Following the initial payment, a reconciliation shall be made each year between actual and charged expenses. An adjustment equal to the difference will be included in the following year. Notice of the amount to be charged as well as any adjustment shall be provided to the Franklin County Municipal Court by November 1 of each year. Municipal Court shall pay the County the reimbursement on or before January 1 of the following year.

IV Modification/Termination

Any Party may terminate this Agreement by providing 180 days written notice to all other parties.

The parties have hereunto set their hands and seals or caused this Agreement to be executed electronically or by hand by their duly authorized officers or agents this _____ day of _____, 2024.

Franklin County Board of Commissioners

By: Kenneth N. Wilson 4/15/2024
Kenneth N. Wilson, County Administrator

Franklin County Municipal Court

By: Jessica G. D'Varga
Name: Jessica G. D'Varga
Administrative and Presiding Judge

Franklin County Sheriff

Dallas G. Baldwin 4/14/2024
Dallas Baldwin, Franklin County Sheriff

Approved as to form:
G. Gary Tyack
Prosecuting Attorney

Approved as to form:
Zach Klein
Columbus City Attorney

By: Jesse Armstrong 4/12/2024
Assistant Prosecuting Attorney Date

By: /s/ Robert S. Tobias April 3, 2024
Assistant City Attorney Date