

**AGREEMENT FOR ELECTRONIC MONITORING
SERVICES BY AND BETWEEN THE CITY OF
TOLEDO ON BEHALF OF THE TOLEDO MUNICIPAL COURT AND
THE BOARD OF COMMISSIONERS OF LUCAS COUNTY, OHIO
AS APPROVED BY THE LUCAS COUNTY COURT OF COMMON
PLEAS, GENERAL TRIAL DIVISION**

This Agreement is entered into this _____ day of _____, 2024 (“Effective Date”) by and between the City of Toledo (“City”), for and on behalf of the Toledo Municipal Court (“TMC”) and the Board of Commissioners of Lucas County, Ohio (“Lucas County”) for and on behalf of the Lucas County Court of Common Pleas, General Trial Division (LCCP). This Agreement addresses the provision of Electronic Monitoring for TMC’s defendants through the Electronic Monitoring Program operated by Lucas County.

WHEREAS, Lucas County is authorized to implement the Electronic Monitoring Program for pretrial and sentenced defendants

WHEREAS, Lucas County has implemented such a Program through the establishment of the Electronic Monitoring Program (“EM Program”); and

WHEREAS, it has been determined that TMC will utilize the EM Program administered by LCCP for its pretrial and sentenced defendants; and

WHEREAS, it has been determined that participation in the EM Program is beneficial to the City, Lucas County and TMC, as it ultimately aids in the protection of the community through the electronic supervision of pretrial and sentenced defendants; and

WHEREAS, the City is authorized to enter into this Agreement with Lucas County pursuant to City of Toledo Ordinance _____ passed by Toledo City Council on _____; and

WHEREFORE, Lucas County is authorized to enter into the Agreement pursuant to Resolution No. _____ adopted on _____;

NOW THEREFORE, for good and valuable consideration as hereinafter provided, it is agreed by the Parties as follows:

SECTION I – Scope of Services

1.1 Lucas County agrees to provide supervision services to TMC pretrial and sentenced defendants with felony or misdemeanor charges that are placed on Electronic Monitoring and will accept TMC orders for referral to the EM Program electronically. The following services will be provided as directed by TMC:

- a. No more than 84 active units of Electronic Monitoring with Satellite monitoring and tracking (GPS) included, 24 hours per day, at the cost per day per unit as provided in Exhibit A. This total includes work release program units.
- b. No more than 20 active Alcohol Monitoring, using Transdermal Alcohol Detection (“TAD”), devices with continuous alcohol monitoring provided 24 hours per day at the cost per day per unit as provided in Exhibit A.

- c. In the event that a felony defendant is bound over or indicted and the felony bond is continued and includes EM, the EM unit will no longer be counted toward TMC totals effective the date the case is bound over or indicted.

1.2 Lucas County shall be responsible for maintaining an accurate log of each type of unit in use. A defendant placed on both TAD and GPS will be counted as one (1) TAD unit and one (1) GPS unit. The number of GPS and TAD units utilized by TMC shall not exceed the numbers specified in Section 1.1. Lucas County EM shall notify the appropriate parties at TMC via email if TMC reaches 95% of its available units in use.

1.3 Lucas County EM staff shall be responsible for screening all pretrial and sentenced defendants for placement in the EM Program, including obtaining and verifying pretrial and sentenced defendant address, phone number and other information necessary to accomplish EM Program placement. In the event a pretrial or sentenced defendant provides information that cannot be verified, resulting in ineligibility for the EM program, the EM Program shall communicate such program ineligibility to TMC within two business days of the referral.

1.4 The Lucas County EM Program shall provide 24 hours a day/7 days a week staffing of critical alerts as described in Exhibit B. Upon receipt of critical alerts that violate EM Program conditions, EM supervision staff will respond in accordance with established policy, including tracking the pretrial and sentenced defendant's physical location through EM, requesting law enforcement checks and requesting a temporary warrant as necessary.

1.5 Lucas County EM staff shall be available to accomplish hook-ups of pretrial and sentenced defendants from 8:30 a.m. to 4:30 p.m., Monday to Friday (except designated holidays), at the TMC, Lucas County Corrections Center or Lucas County Electronic Monitoring office. EM staff will process referrals from Duty Court up until 4:30 p.m. Every effort will be made to notify TMC or Lucas County EM of modifications of scheduled hours of operation or exigent needs that require unscheduled closures. Lucas County EM will strive to provide same day hook ups of TMC referrals.

1.6 The Director of the Program shall administer the EM Program for TMC in accordance with the policies and procedures approved by LCCP or as modified due to exigent circumstances, maintain accurate records as to TMC participants in the EM Program, and respond to routine TMC requests for pretrial and sentenced defendant status information no later than the next business day. Draft changes to EM program policies shall be provided to TMC for comment and feedback prior to finalization. Updated copies of program policies and procedures shall be provided to TMC prior to the date of implementation.

1.7 TMC will require pretrial and sentenced defendants participating in the EM Program to abide by the rules and requirements stated in the Program Client Conditions form. Updated copies of the Client Conditions form shall be provided to TMC.

1.8 TMC acknowledges the authority of the Director and staff of the Program to administer and oversee the supervision of TMC defendants. Absent a separate agreement to the contrary, LCCP will not continue supervision for pretrial or sentenced defendants whose EM has been removed.

SECTION II – Terms and Extension

2.1 This Agreement is for the Term commencing January 1, 2025 through December 31, 2025. Subject to yearly rate modifications, this agreement shall renew automatically for three (3) consecutive one (1) year renewal terms unless terminated by either party pursuant to Section VI.____

2.2 Any changes in fees, unit rates, and overhead expenses shall be agreed to by TMC prior to being effective. Should TMC fail to agree to any changes after good faith negotiation with LCCP, this agreement shall terminate upon 90 days' notice.

SECTION III – Fees, Invoicing and Reports

3.1 In addition to the unit costs identified in Section 1.1 and Exhibit A there will be an overhead cost component for providing electronic monitoring service. Exhibit C represents the overhead costs for the EM Program for 2025. TMC agrees to pay a percentage of the overhead costs equal to their percentage of usage volume. Exhibit C shall be updated every year with revised reasonable operational expenses and a revised TMC usage percentage and distributed by the EM Program by September of each year as an addendum to this contract so TMC can include the cost in their budget process.

The percentage volume will be calculated by determining the total unit usage for the EM program from August of the previous year through July of the current year and the TMC usage in the same period. Then the TMC usage number will be divided by the total usage volume. This percentage will be the percentage of the overhead expenses that TMC will be billed.

TMC's overhead and unit expense shall be reduced by the amount agreed to by Lucas County and identified in Exhibit C. TMC's overhead costs will be \$455,468.37. This cost shall be divided into 12 monthly payments of \$37,955.70 and the EM Program will invoice TMC each month for this expense along with any associated unit costs.

The invoice provided by Lucas County to TMC shall include the name of a pretrial or sentenced defendant, RID, case number referred to EM program, type of unit, daily amount of unit, dates during the billing period the pretrial or sentenced defendant was ordered to the unit, and total cost for month by pretrial or sentenced defendant. Any discrepancies with the amount billed shall be discussed with the Electronic Monitoring Unit Manager. TMC agrees to pay the full amount of each invoice within 30 days of receipt. Lucas County reserves the right to terminate or reduce services based on non-payment of invoices.

3.2 TMC shall pay for the actual number of units used at the rate specified in section 1.1 and Exhibit A. The EM Program is not responsible for collecting monitoring fees from defendants.

TMC shall pay its actual cost for spare and lost/damaged/stolen units at the rate and allowance as outlined in Exhibit A. Spare unit costs shall be included in the monthly invoice. Lost/damaged/stolen units shall be billed annually and be determined by the lost/damaged/stolen allowance from the equipment vendor's previous contract year.

3.3 The EM Program shall cooperate in ensuring the availability of dashboards and reports that track EM Program population, including name, RID, case numbers referred for EM, other pending cases, start and termination date of EM orders, total number of days on EM and next court date.

3.4 The EM Program shall provide email notice within one business day for EM Program completions, violations, and failures to report for hook-ups as ordered.

3.5 The EM Program shall provide the Clerk of Toledo Municipal Court the bill for self-pay EM clients within ten business days of the closing of the previous month's billing cycle. Lucas County EM will provide the following information to the Clerk of Court within the bill: Client's full name, RID, case number, and amount owed by the defendant for the previous month.

SECTION IV – Medical Treatment/Costs

All medically-related costs, including hospitalizations incurred by the pretrial and sentenced defendants while participating in the Program, shall be the defendant's responsibility, as so ordered of each defendant by the Court. In the event the pretrial or sentenced defendant requires hospitalization, the Lucas County staff shall notify the appropriate TMC courtroom that the defendant has been hospitalized and may not be available to appear in court for scheduled events. Lucas County EM staff will notify the appropriate TMC courtroom when the pretrial or sentenced defendant is released from the hospital.

SECTION V – Liability

5.1 Lucas County shall be solely liable for any and all liabilities, losses, obligations, claims, damages, penalties, suits, actions, judgments, costs and expenses of whatever nature, which are incurred or brought about as a result of injury to or death of persons or damages to or loss of property caused by acts or omissions to act of Lucas County, its Officers, Agents, Servants and Employees, arising out of the performance of this Agreement, except where the separate intervening negligence of the City and TMC, its Officers, Agents, Servants, and Employees or a third party is a proximate cause of the accident, injury, death or damage to property.

5.2 The City and TMC shall be solely liable for any and all liabilities, losses, obligations, claims, damages, penalties, suits, actions, judgments, costs and expenses of whatever nature, which are incurred or brought about as a result of injury to or death of persons or damages to or loss of property caused by acts or omissions to act of the City and TMC, its Officers, Agents, Servants and Employees, arising out of the performance of this Agreement, except where the separate intervening negligence of its Officers, Agents, Servants and Employees, or a third party is a proximate cause of the accident, injury, death, or damage to property.

SECTION VI – Termination

This Agreement may be terminated by either party upon 90 days written notice.

SECTION VII – Amendment

This agreement may be amended from time to time in writing by the Parties, provided that such amendment shall be attached hereto, signed by the Parties, and become a part hereof.

SECTION VIII – Assignment

Neither Party may assign or transfer rights and obligations under this Agreement without the written consent of the other Party.

SECTION IX – Non-Discrimination

Each party to this Agreement shall not discriminate against any employee or defendant because of race, color, religion, sex, age, national origin, ancestry, disability, sexual orientation, marital status, Veteran Status, or any other status protected by law.

SECTION X – Compliance with the Laws

The City, TMC and LCCP, and Lucas County shall comply with all Federal and State of Ohio constitutions, laws and regulations, rules and/or the Charter of Laws of the City of Toledo now or hereafter in force, which may be applicable to the supervision of pretrial or sentenced defendants under this Agreement. Any covenant or provision of this Agreement shall be void and unenforceable to the extent that it violates Federal or State of Ohio constitutions, laws or regulations, rules and/or the Charter of Laws of the City of Toledo. If any provision of this Agreement is held to be invalid, such determination shall not affect the validity of the remaining provisions of this Agreement.

SECTION XI – Governing Law

This Agreement shall be governed by and interpreted under the laws of the State of Ohio, and any action or proceeding arising from this Agreement shall be commenced in a Court of competent jurisdiction located in Lucas County, Ohio.

SECTION XII – Notices

Any notice of other communications required or permitted under this Agreement will be in writing and will be deemed sufficiently given when delivered in hand, email, or ten (10) days after being mailed by first-class United States mail, postage prepaid, and in each instance addressed as follows:

In the case of the City:

City of Toledo

Attention: Dale Emch_____, Law Director

One Government Center, Suite 2250

Toledo, OH 43604

Email: dale.emch@toledo.oh.gov

In the case of TMC:

Toledo Municipal Court

Attention: C. Lisa Falgiano, Court Administrator

555 N. Erie St.

Toledo, OH 43604

Email: lisa.falgiano@tmcourt.org

In the case of Lucas County:

Board of Commissioners of Lucas County, Ohio

Attention: Matt Heyrman/Cheri Crane

One Government Center, Suite 800

Toledo, OH 43604

Email: [ccrane@co.lucas.oh.us](mailto:crcrane@co.lucas.oh.us) and mheyрман@co.lucas.oh.us

Lucas County Court of Common Pleas
Attention: Tim Lubbe, Court Administrator
700 Adams St.
Toledo, OH 43604
Email: tlubbe@co.lucas.oh.us

Lucas County, the City and/or TMC may from time to time change its designated recipient or address for notification purposes by giving written notice of the new designated recipient or address and the date upon which it will become effective.

SECTION XIII – Captions and Interpretations

The Article and Section captions are for reference and convenience only, and shall not enter into the interpretation of this Agreement.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date. The signatories hereto affirm that they are authorized to legally bind their respective entities.

CITY OF TOLEDO

_____, Mayor

BOARD OF LUCAS COUNTY COMMISSIONERS

_____, Commissioner

_____, Commissioner

_____, Commissioner

Approved as to Content:

Michael Goulding, Administrative Judge,
Lucas County Common Pleas Court

_____, Presiding and Administrative Judge
Toledo Municipal Court

Approved as to Form:

_____, Law Director, Toledo

John Borell, Lucas County
Prosecutor's Office