

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF SUMMIT FOR THE JUVENILE DIVERSION PROGRAM AND PROVIDING FOR IMMEDIATE ENACTMENT

WHEREAS, for many years the Tallmadge Police Department has operated a juvenile diversion program in conjunction with the Summit County Juvenile Court; and

WHEREAS, the Summit County Juvenile Court requires the services of police diversion youth division for juveniles in order to provide immediate community based sanctions for unruly and misdemeanor offending youth and provide an alternative to filing official charges within the Summit County Juvenile Court; and

WHEREAS, the Summit County Juvenile Court has available for contractual services funds in the amount of \$11,750.00 to be utilized as a grant for the period of July 1, 2023 through June 30, 2024; and

WHEREAS, it is necessary to enter into the Juvenile Diversion Program Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TALLMADGE, COUNTIES OF SUMMIT AND PORTAGE, STATE OF OHIO:

SECTION 1. That the Mayor is hereby authorized to enter into the Juvenile Diversion Program Agreement, attached and incorporated herein as Exhibit A, with the County of Summit for the Juvenile Diversion Program through the Tallmadge Police Department.

SECTION 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees on or after November 28, 1975 that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this ordinance is necessary to provide for and to accomplish the purposes herein set forth, which are conducive to the health, safety, and welfare of the citizens of Tallmadge. For that reason, provided this ordinance shall receive the affirmative vote of three-fourths of the members of Council and approval by the Mayor, it shall be enacted immediately and shall be of immediate effect.

Passed: _____

Susan E. Burton, Clerk of Council
MER/jt
8/1/23
Filed with the Mayor _____

Dennis K. Loughry, President of Council

Approved:

David G. Kline, Mayor

This _____ day of _____, 2023

Committee Assignment: _____

Readings: 1st _____ 2d _____ 3d _____

For: _____ Against: _____ Abstain: _____

Note: _____

AGREEMENT

This agreement made and entered into at Akron, Ohio between **City of Tallmadge Police Department**, ("GRANTEE") and the County of Summit by and through the Juvenile Court ("GRANTOR"), pursuant to Resolution No. 2023-193 enacted 6/27/2023 by the County of Summit.

Whereas, GRANTOR requires the services of police diversion youth division for juveniles in order to provide immediate community-based sanctions for unruly and misdemeanor offending youth and provide an alternative to filing official charges within the Summit County Juvenile Court.

Whereas, GRANTOR, has available for contractual services funds in the amount of **\$11,750.00** to be utilized as a grant for the period of July 1, 2023 through June 30, 2024.

Now, therefore, in consideration of the foregoing and above-mentioned compensation, GRANTOR and GRANTEE do hereby agree as follows:

The GRANTEE shall:

1. Provide sufficient trained staff to implement the police diversion youth division program.
2. All employees and volunteers associated with the program have been successfully screened through criminal record checks in accordance with state and federal statutes.
3. **Agree to acknowledge Summit County Juvenile Court's role as GRANTOR to the program in all printed program materials, press releases, media events and public announcements and provide the court with copies/notice of such.**
4. Maintain liability and fire insurance sufficient to pay all claims arising from property or personal injury to juveniles enrolled in the program and any Juvenile Court employee or representative on the premises.
5. Make provisions of services in a nondiscriminatory basis without respect to race, creed, color, religion, sex, age, disability, national origin, ancestry or military status.
6. Comply with all required building and fire code rules and regulations as set forth by the resident city or township.
7. Save and hold the County, its officials, and its employees harmless on any and all claims, damages, or losses arising from or in connection with the services provided.
8. Submit quarterly report to GRANTOR, indicating performance of objectives and shall include the name, social security number and number of youth served, by the GRANTEE.
9. Submit a semi-annual invoice to the GRANTOR's Court Administrator for payment.
10. Unresolved Findings of Recovery. Pursuant to Ohio Revised Code § 9.24, company represents and warrants that no unresolved findings of recovery have been issued against Company by the Auditor of the State of Ohio.

The GRANTOR Shall:

1. Pay an amount not to exceed **\$11,750.00** for the period of July 1, 2023 through June 30, 2024.
2. Approve proposed revisions to agreed upon plan prior to implementation of any revisions.

This agreement may be terminated by either party by providing written notice of intent to terminate in 30 days.

This Agreement may be renewed for one additional year based upon written consent of the parties.

GRANTOR

Date

Linda Tucci Teodosio, Judge
Summit County Juvenile Court

Date

Ilene Shapiro, County Executive
County of Summit

GRANTEE

Date

David G. Kline, Mayor
City of Tallmadge

Date

Ronald S. Williams, Chief of Police
City of Tallmadge

Approved as to form:

by _____

Deborah S. Matz, Director,
Department of Law, Insurance and Risk Management
County of Summit