

ORDINANCE NO. 2 -78

By

John H. Offenberg

To authorize the Mayor to enter into a contract with the Board of County Commissioners of Franklin County, Ohio to increase the charge for prisoners to \$15.00 per day and to provide other conditions in connection therewith.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:

Section 1. That the Mayor is hereby authorized to enter into a contract with the Board of County Commissioners of Franklin County, Ohio, to increase the daily charge for prisoners who have been imprisoned in the Franklin County Corrections Center under the ordinances of this City, to Fifteen Dollars (\$15.00) per day effective January 1, 1978, said contract to contain such other covenants and conditions as may be acceptable to the Mayor, the City Solicitor and the Board of County Commissioners of Franklin County, Ohio.

Section 2. This ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed February 14, 1978

Jeffrey S.
President of Council

Attest

John H. Offenberg
Clerk of Council

Approved February 14, 1978

Donald H. Madson
Mayor

Filed Feb. 15

CONTRACT FOR KEEPING PRISONERS

This contract is made pursuant to the provisions of Section 1905.35, Ohio Revised Code and other applicable laws of the State of Ohio and concluded at Columbus, Ohio, this _____ day of _____, 1977, by and between the Board of County Commissioners of Franklin County, Ohio, hereinafter referred to as Board and the _____ of _____ hereinafter referred to as Municipality.

WITNESSETH: Municipality is not provided with a work-house, or other jail for imprisonment of those who violate ordinances of said municipality and therefore pursuant to the provisions of Section 1905.35, Ohio Revised Code, hereby contracts for the use of the Franklin County Jail for such purposes and at the expense of the said municipality.

1. In consideration of the promises and agreements of Municipality, herein set forth, Board promises and agrees as follows:

a. The Sheriff of Franklin County will receive, safely keep, board, and maintain in the Franklin County Corrections Center those prisoners who have been imprisoned under the ordinances of _____.

b. Said Sheriff shall receive and hold such persons in the manner prescribed by the ordinances of Municipality.

2. In consideration whereof, Municipality hereby promises and agrees as follows:

a. To pay to Board or their successors in office, \$15.00 per day during said confinement for each and every person so imprisoned.

3. It is mutually agreed by and between the parties hereto upon the said considerations as follows:

a. Persons so imprisoned are under the charge of the Sheriff of Franklin County, and subject to the rules, regulations and discipline of said Franklin County Corrections Center, the same as other prisoners therein detained.

b. All expenses of transporting prisoners, including their return to the place from where they were sentenced and including the expense of retaking prisoners who may violate any parole when such parole is granted with the consent of the sentencing tribunal shall be paid in all cases by Municipality.

c. No person under eighteen years of age shall be received.

d. All reasonable and necessary expense incurred by Board in any habeas corpus proceedings for or against any such prisoner shall be paid by Municipality unless otherwise paid.

e. In the event of the illness or injury of any such prisoner, requiring hospitalization or special treatment or other expense, or in the event of any other occurrence causing extra expense to the Board in connection with any such prisoners not herein provided, all such extra expense shall be paid by Municipality.

f. At the end of each month, itemized statements showing the amount due from the Municipality on account of each prisoner received pursuant to the provisions of this contract shall be forwarded or presented to Municipality, certified by the Sheriff of Franklin County or other proper authority and if found correct shall be paid within sixty days to said Board.

g. Either party to this contract may terminate the same, except as to prisoners already received, by giving sixty (60) days notice in writing to the other party.

h. This contract shall commence on the 1st day of January, 1978, and shall be in full force and effect to and until the _____ day of _____, 19____, or until otherwise terminated prior thereto as provided herein.

All former contracts are hereby canceled.

In witness whereof the parties have hereunto set their signatures this _____ day _____, 1977.

Harold M. Cooper

Michael Dorrain

[Signature]
BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, OHIO

Approved as to Form:

[Signature]
SHERIFF OF FRANKLIN COUNTY

Parties of the First Part

Donald H. Madison

W. B. Hays
Prosecuting Attorney for Franklin County

City Attorney

Party of the Second Part