

ORDINANCE NO. 48-87

By: Mr. Bellamy

An Ordinance to authorize the Mayor and Auditor to enter into a contract with the Board of Commissioners of Franklin County, Ohio for the housing of prisoners in the Franklin County Correctional Facilities and to declare an emergency.

Section 1: That the Mayor and Auditor are hereby authorized and directed to enter into a contract with the Board of Commissioners of Franklin County, Ohio with respect to the housing of prisoners in the Franklin County Correctional Facilities, said contract to be in the form attached to this Ordinance as Exhibit A and incorporated herein by this reference.

Section 2: That this Ordinance is an emergency ordinance necessary for the immediate preservation of the public peace, health and safety in order to assure the housing of prisoners on an uninterrupted basis and shall go into effect upon its passage and approval by the Mayor.

Passed: June 9, 1987

J. Hachert
President of Council

Attest: J. I. Harkins
Clerk of Council

APPROVED: June 9, 1987

David H. Madison
David H. Madison, Mayor

*June 9, 1987 - 1st reading
Susp. & Adopt.*

HOUSING OF PRISONERS CONTRACT

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 1st day of July, 1987, by and between the Board of County Commissioners of Franklin County, Ohio, hereinafter referred to as the Board and the City/Village of Bexley, hereinafter referred to as Municipality.

WITNESSETH: Municipality is not provided with a workhouse 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 Correction Center for such purposes and at the expense of the said municipality.

1. In consideration of the promises and agreements of the 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 the Municipality.
- b. Said Sheriff shall receive and hold such persons in the manner prescribed by the ordinances of Municipality.

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

- a. To pay the Board a per diem rate for each municipal prisoner incarcerated of \$32.42.

3. It is mutually agreed by and between the parties hereto upon the said consideration 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 which they were sentenced and including the expense of retaking prisoners who may violate any probation/parole when such probation/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 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. The Board will bill the Municipality monthly for per diem charges of the prior month and the Municipality will pay the bill within 30 days after receipt.
- g. Either part 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 July, and shall be in full force and effect until otherwise terminated prior thereto as provided herein.

All former contracts are hereby cancelled.

IN WITNESS WHEREOF, the parties have hereunto set their signatures this ____ day of _____, 198__.

Donald H. Madson
Mayor

Jack Foulk

John W. Hensley
Auditor

Dorothy S. Teater

James H. Gross
City Attorney

Roger W. Tracy
BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, OHIO

SHERIFF OF FRANKLIN COUNTY, OHIO
Parties of the First Part

APPROVED AS TO FORM:

PROSECUTING ATTORNEY FOR
FRANKLIN COUNTY, OHIO

June 23, 1987

RESOLUTION NO. 746-87

RESOLUTION AUTHORIZING THE
MODIFICATION OF CONTRACTS
WITH CITIES AND VILLAGES
WITHIN FRANKLIN COUNTY FOR
THE HOUSING OF PRISONERS
(COMMISSIONERS)

WHEREAS, Franklin County houses prisoners committed to the corrections systems charged with City/Village Code violations and a combination of City/Village Code violations; and

WHEREAS, the following Cities and Villages agree to share in the cost of the incarceration of said offenders:

1. City of Bexley
2. City of Gahanna
3. City of Grove City
4. City of Hilliard
5. City of Reynoldsburg
6. City of Whitehall
7. Village of New Albany
8. Village of New Rome
9. Village of Obetz
10. Village of Urbancrest
11. Village of Valleyview
12. Village of Westerville

WHEREAS, the effective date of these contract modifications between Franklin County and said Cities and Villages is effective July 1, 1987; now, therefore, upon motion of Commissioner Tracy, seconded by Commissioner Faulk,

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, OHIO:

1. That the Franklin County Board of Commissioners hereby authorizes the execution of the attached modification of contracts with said Cities and Villages within Franklin County for the purpose of sharing the costs of incarceration of prisoners.
2. This modification provides for a per diem rate for prisoners incarcerated of \$32.42.

Voting Aye thereon:

Dorothy S. Lester
[Signature]
[Signature]
BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, OHIO

Voting Nay thereon:

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, OHIO

JBH:syb
cc: Journal
Finance Director
Auditor (3)
Sheriff Earl O. Smith

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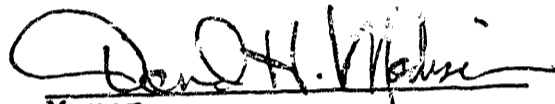
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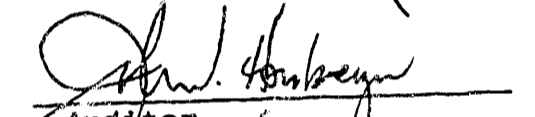
IN WITNESS WHEREOF, the parties have hereunto set their signatures this 23 day of July 1987.




 Mayor



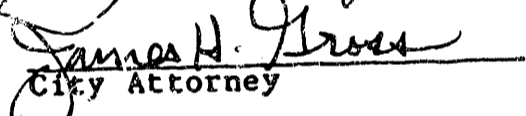
 Jack Foulk



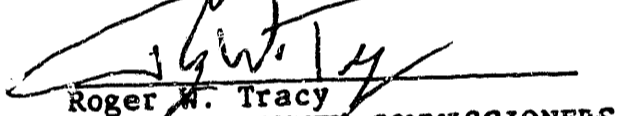
 Auditor




 Dorothy S. Teater



 City Attorney



 Roger W. Tracy
 BOARD OF COUNTY COMMISSIONERS
 FRANKLIN COUNTY, OHIO

APPROVED AS TO FORM


 PROSECUTING ATTORNEY FOR
 FRANKLIN COUNTY, OHIO