

ORDINANCE NO. 6-90

By J. Schmut

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

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

Section 1. That the Mayor and Auditor are hereby authorized and directed to execute a contract between the City and 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 substantially 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: January 23, 1990

[Signature]  
President of Council

Attest: [Signature]  
Clerk of Council

Approved: Jan 23, 1990

[Signature]  
David H. Madison, Mayor

Jan. 23, 1990 - 1<sup>st</sup> reading  
Susp. & Adopt.

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

WHEREAS, Franklin County houses prisoners charged with the violation of City or Village codes and ordinances and committed to the corrections system; and

WHEREAS, the following Cities and Villages which are located within Franklin County agree to share in the cost of incarcerating said offenders through the execution of an agreement for this purpose:

- 1. City of Bexley 5. City of Groveport
2. City of Canal Winchester 6. Village of New Albany
3. City of Dublin 7. Village of Obetz
4. City of Grove City

WHEREAS, the effective date of these agreements between Franklin County and said Cities or Villages is January 1, 1990; now, therefore, upon the motion of Commissioner Foulk, seconded by Commissioner DeMoss,

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 agreements with said Cities and Villages.
2. That each agreement provides for a per diem rate of \$40.00 for each prisoner so incarcerated.

Voting Aye thereon:

Handwritten signatures of Dorothy S. Seal, Paul Foulk, and Hugh DeMoss over horizontal lines.

BOARD OF COUNTY COMMISSIONERS FRANKLIN COUNTY, OHIO

Voting Nay thereon:

Two horizontal lines for voting nay.

BOARD OF COUNTY COMMISSIONERS FRANKLIN COUNTY, OHIO

GK/md

- cc: Journal
Finance Director
Auditor (3)
Sheriff
City of Bexley
City of Canal Winchester
City of Dublin
City of Grove City
City of Groveport
Village of New Albany
Village of Obetz

**CONTRACT  
FOR THE  
HOUSING OF 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, by and between the Board of County Commissioners of Franklin County, Ohio, hereinafter referred to as the Board and the Community of Bexley, hereinafter referred to as the Municipality.

**WITNESSETH:** The Municipality is not provided with a workhouse or other jail for the 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 Corrections Center for such purpose and at the expense of said Municipality.

1. In consideration of the promises and agreements of the Municipality, herein set forth, the 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 the Municipality.
2. In consideration whereof, the Municipality hereby promises and agrees as follows:
  - a. To pay to the Board a per diem rate of \$40.00 for each municipal prisoner so incarcerated.
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 or parole when such probation or parole is granted with the consent of the sentencing tribunal shall be paid in all cases by the Municipality.
- c. No person under eighteen years of age shall be received.
- d. All reasonable and necessary expenses incurred by the Board in any habeas corpus proceedings for or against any such prisoner shall be paid by the 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 the Municipality.
- f. The Board will invoice the Municipality on a monthly basis for per diem charges of the prior month and the Municipality shall pay the charges within 30 days after receipt of said invoice.
- 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 1990, 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 13 day of Feb., 1990.

CITY OF BEXLEY

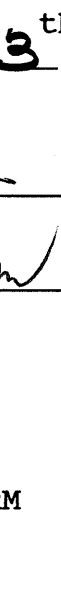
By   
MAYOR


By   
AUDITOR

  
JACK FOULK  
  
DOROTHY S. TEATER  
  
HUGH DEMOSS

APPROVED AS TO FORM

\_\_\_\_\_  
SHERIFF OF FRANKLIN  
COUNTY, OHIO  
Parties of the First Part

  
SOLICITOR, CITY OF BEXLEY

  
PROSECUTING ATTORNEY FOR  
FRANKLIN COUNTY, OHIO