

ORDINANCE NO. 21 -93

By: Robert K. Schmitz

An Ordinance to approve a contract by and among the City of Bexley, the Board of County Commissioners of Franklin County and the Sheriff of Franklin County for the housing of prisoners effective July 1, 1993, to authorize the Mayor and Auditor to execute said contract on behalf of the City and to declare an emergency.

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

Section 1. That the contract by and among the City, the Board of County Commissioners of Franklin County and the Sheriff of Franklin County for the housing of prisoners effective July 1, 1993, is hereby approved in the form attached to this Ordinance.

Section 2. That the Mayor and Auditor are hereby authorized and directed to execute said contract on behalf of the City.

Section 3. That this Ordinance is an emergency measure necessary for the preservation of the public peace, health and safety, said emergency being the need to provide for the uninterrupted housing of prisoners in the County Correction Centers upon termination of the current contract on June 30, 1993, which shall take effect and be in force upon its passage and approval by the Mayor.

Passed: May 25, 1993

J. Schmitz
President of Council

Attest: J. W. [Signature]
Clerk of Council

Approved: 5/25, 1993

D. Madison
David H. Madison, Mayor

Apr. 27, 1993 - 1st reading
May 11, 1993 - ~~1st~~ 2nd reading
May 25, 1993 - 3rd reading adopted



FRANKLIN COUNTY, OHIO
BOARD OF COMMISSIONERS

Commissioners

Jack Foulk
Dorothy S. Teater
Arlene Shoemaker

April 15, 1993

Hon. David H. Madison, Mayor
City of Bexley
Bexley Municipal Office Building
2242 East Main Street
Columbus, Ohio 43209

Dear Mayor Madison:

Our current Contract For The Housing Of Prisoners has a Sixty (60) day cancellation clause. As you know, a committee has been working on new contract language to replace our current contracts.

Attached is the new Contract. Please execute it and return it to Sharon Bice, Clerk of the Board of Commissioners. The new Contract will become effective on July 1, 1993. This letter constitutes notice, pursuant to Section G of the existing Contract, of our intention to terminate the existing agreement on June 30, 1993.

You will note that there is no increase in the per diem charge for keeping prisoners. The new Contract addressed other issues which had been brought to our attention by various municipalities. We anticipate that this new Contract will meet our mutual needs for

*to Jim Bice
4/19/93
DM*

received
4/19/93

Hon. David H. Madison, Mayor
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some time, with only the per diem cost changing, as determined by the actual cost of jail operation. Thank you for your cooperation in this matter.

Sincerely,


BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, OHIO



JACK FOULK



DOROTHY S. TEATER



ARLENE SHOEMAKER

JAC:syb

Enclosure

cc - Sheriff Jim Karnes
Prosecuting Attorney Michael Miller
Administrative Judge David Johnson

October 26, 1993

**RESOLUTION APPROVING 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 City and Village agree to share in the cost of the incarceration of said offenders:

1. City of Bexley
2. Village of Canal Winchester

WHEREAS, the effective date of these Contracts For The Housing Of Prisoners between Franklin County and said City and Village is July 1, 1993; now, therefore, upon motion of Commissioner Teater, seconded by Commissioner Foulk,

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

That the Board hereby authorizes the execution of the attached Contracts For The Housing Of Prisoners with said City and Village within Franklin County for the purpose of sharing the costs of incarceration of prisoners.

Voting Aye thereon:



JACK FOULK



DOROTHY S. TEATER

ARLENE SHOEMAKER
BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, OHIO

Voting Nay th eon:

JACK FOULK

DOROTHY S. TEATER

ARLENE SHOEMAKER
BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, OHIO

JAC:syb

cc: Journal
Finance Director
Auditor
Sheriff
City and Village

CONTRACT FOR THE HOUSING OF PRISONERS

This Contract is made pursuant to the provisions of Section 753.02 and 1905.35, Ohio Revised Code, and other applicable laws of the State of Ohio and concluded at Columbus, Franklin County, Ohio, by and between the Board of County Commissioners of Franklin County, Ohio, hereinafter referred to as the "County," the Sheriff of Franklin County, Ohio, hereinafter referred to as "Sheriff", and the Community of "Bexley", hereinafter referred to as the "Municipality."

WHEREAS, the Municipality has no workhouse or other jail sufficient for the imprisonment of those who violate ordinances of said Municipality, and, therefore, wishes to contract for the use of the Franklin County Correction Centers, pursuant to Section 1905.35, Ohio Revised Code, for the housing of such prisoners; and

WHEREAS, the County is willing to permit the use of its Correction Centers for such purpose, subject to the availability of space as determined by the Sheriff, at the expense of the Municipality; NOW, THEREFORE, in consideration of the promises and agreements of the County, the Sheriff, and the Municipality, herein set forth, it is mutually agreed as follows:

1. The Sheriff will receive, safely keep, board, and maintain in the Franklin County Correction Centers those prisoners who have been imprisoned under the ordinances of the Municipality.

2. Said Sheriff shall receive and hold such persons in the manner prescribed by the ordinances of the Municipality, until such persons are legally discharged.
3. Persons so imprisoned are under the charge of the Sheriff and subject to the rules, regulations, and discipline of the Franklin County Correction Centers, the same as other prisoners therein detained.
4. No person under Eighteen (18) years of age shall be received or held in the Correction Centers, except that such persons may be held on an emergency basis as determined by the Sheriff.
5.
 - a. The Municipality shall pay to the County a charge of \$40.00 per day for each municipal prisoner incarcerated in the Franklin County Correction Centers under a municipal ordinance. This charge includes the cost of slating, I.D., prisoner convey between the Correction Centers and Municipal Court, and releasing, for all of which there will be no additional charge.
 - b. The \$40.00 per diem charge will be assessed for each calendar day or part of a calendar day during which a prisoner is incarcerated in the Franklin County Correction Centers pursuant to a municipal

ordinance. If a charge is amended from a municipal violation to a State violation, the per diem charge shall terminate to the municipality.

- c. If a prisoner is incarcerated based upon charges or sentences from more than one municipality, the \$40.00 per diem rate will be split equally among all municipalities involved.

- d. If a prisoner is incarcerated based upon State and municipal charges, the Municipality will be charged one-half (1/2) of the \$40.00 per diem rate. If such prisoner is being held on behalf of multiple municipalities, they will equally split the one-half (1/2) share.

- e. The Municipality's responsibility for its share of per diem costs shall begin when a prisoner is slated into the Franklin County Correction Centers under its municipal ordinance.

The Municipality's responsibility for its share of per diem shall terminate when a prisoner being held under its ordinance(s) is released from the Correction Center or is no longer held under its ordinance, including release to house arrest.

f. To the extent that a federal agency of any kind is paying the per diem charge, the Municipality shall not be charged.

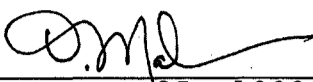
6. All expenses of transporting prisoners, except prisoner convey between the Correction Centers and Municipal Court as specified in paragraph 5, including their return to the place from which they were sentenced and including the expense of retaking prisoners who may violate any probation when such probation is granted with the consent of the sentencing tribunal, shall be paid in all cases by the Municipality in the same manner as provided in paragraph 5 for per diem charges.

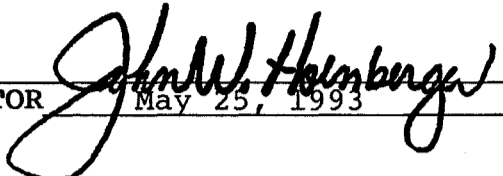
If a Municipality specifically causes or approves a transport by court order, that Municipality shall solely pay any expense thereby created.

7. All reasonable and necessary expenses incurred by the County and/or the Sheriff in any habeas corpus proceedings for or against any such prisoner are extra expenses and shall be paid by the Municipality in the same manner as provided in paragraph 5 for per diem charges unless otherwise paid.
8. 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 County and/or the Sheriff in connection with any such prisoners not herein provided, all such extra expenses shall be paid by the Municipality in the same manner as provided in paragraph 5 for per diem charges.

9. The County will provide the Municipality a detailed invoice on a monthly basis of per diem charges and any extra expenses to the County and/or the Sheriff, including, but not limited to, hospitalization, special treatment, or other expense, of the prior month and the Municipality shall pay the charges within Thirty (30) calendar days after receipt of said invoice.
10. 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.
11. All municipal corporations shall be charged the same per diem under this Contract. Termination as to any individual municipal corporation shall be for violation of any specific provision of this Contract; otherwise, termination or nonrenewal for one municipal corporation shall be for all such municipal corporations.
12. This Contract shall commence on the first day of July,

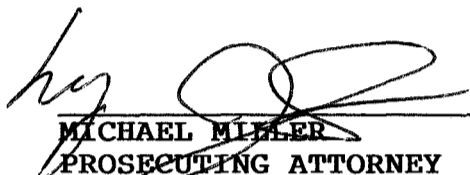

MAYOR May 25, 1993, Date


AUDITOR May 25, 1993, Date

APPROVED AS TO FORM:


CITY ATTORNEY May 25, 1993, Date

APPROVED AS TO FORM:

 10/27/93
MICHAEL MILLER DATE
PROSECUTING ATTORNEY
FRANKLIN COUNTY, OHIO