

ORDINANCE NO. 64-95

By: Richard F. Weber

An Ordinance to authorize the Mayor and Auditor to execute an agreement by and among the City of Bexley, the Board of County Commissioners of Franklin County, Ohio and the Sheriff of Franklin County, Ohio with respect to the housing of prisoners in the Franklin County Correction Centers 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 by and among the City, the Board of County Commissioners of Franklin County, Ohio and the Sheriff of Franklin County, Ohio for the housing of prisoners in the Franklin County Correction Centers at a per diem charge of \$48.00 effective January 1, 1996, 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 measure necessary for the immediate preservation of the public peace, health and safety, said emergency being the necessity of assuring uninterrupted services of the Franklin County Correction Centers, and shall go into force and effect upon its passage and approval by the Mayor.

Passed: December 26, 1995

John M. Brennan
President of Council

Attest: John W. Weber
Clerk of Council

Approved: December 26, 1995

John T. Loehnert
John T. Loehnert, Mayor

Nov. 28, 1995 - 1st reading
Dec. 12, 1995 - 2nd reading
Dec. 26, 1995 - 3rd reading
Adopted

City of Bexley

Called 2-21-96

Chris- 462-4183 dir #
sheriff's adm. asst.

TIC 3/18

Barb Reeves 462-5330

Handling contracts for housing
prisoners

2-26-96 Barb called & said she
anticipates getting them signed up
2 wks. She holds until she gets
several.

January 12, 1996

Jim Karnes
Franklin County Sheriff
369 South High Street
Columbus, OH 43215

Dear Sheriff Karnes:

Enclosed are two contracts between the City of Bexley and the Board of County Commissioners for the housing of prisoners in Franklin County Correction Centers. The ordinance authorizing this contract was passed by Bexley City Council December 26, 1995, copy of which is enclosed.

Please have the appropriate people sign and return one fully executed copy to me for my file.

Thank you.

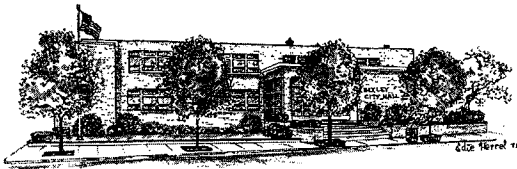
Sincerely,

CITY OF BEXLEY



Velma R. Downs
Administrative Assistant to Mayor

Enc.



2242 EAST MAIN STREET • BEXLEY, OHIO 43209 • PHONE (614) 235-8694

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 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 \$48.00 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 will be no additional charge.
 - b. The \$48.00 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 \$48.00 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 \$ 48.00 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 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. The county reserves the right to adjust the per diem charges for the housing of prisoners upon sixty (60) day

notice in writing to the municipality. 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 January, 1996, and shall be in full force and effect until otherwise terminated as provided herein.
13. If any portion of this Contract is declared invalid as to any provision thereof or party thereto, it shall not affect the validity of any other provision herein.
14. All former contracts are hereby cancelled.
15. The Municipality shall pay to the County a charge of \$22.00 per day for each municipal prisoner housed in the Work Release facility under municipal ordinance.

IN WITNESS WHEREOF, the parties hereunto set their signatures.

Arlene Shoemaker 3-12-96
ARLENE SHOEMAKER DATE

Dorothy S. Teater 3-12-96
DOROTHY S. TEATER DATE

Dewey R. Stokes 3-12-96
DEWEY R. STOKES DATE
BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, OHIO

Jim Karnes 10/2/95
JIM KARNES, SHERIFF, DATE
FRANKLIN COUNTY, OHIO

J. Schmidt
MAYOR 12/27/95, DATE

APPROVED AS TO FORM:

James H. Gross
CITY ATTORNEY December 26, 1995, DATE

APPROVED TO AS TO FORM:

J. S. Maulery SEPT. 27, 1995
PROSECUTING ATTORNEY DATE
FRANKLIN COUNTY, OHIO

L:\HSPRIS.mun
prepared 09-19-95
jlm

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

WHEREAS, Franklin County Board of Commissioners and the Franklin County Sheriff have received requests to enter into contracts with the following Cities and Villages for the house of prisoners:

- 1. City of Bexley
2. Village of Brice
3. Village of Canal Winchester
4. City of Reynoldsburg

WHEREAS, the contracts are effective beginning January 1, 1996 and shall be in full force until otherwise terminated as provided in the contract: now, therefore, upon the motion of Commissioner Teater, seconded by Commissioner Shoemaker,

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

That the attached contracts for the Housing of Prisoners with said Cities and Villages within Franklin County are hereby approved:

Voting Aye thereon:

Handwritten signatures of Dewey R. Stokes, Dorothy S. Teater, and Arlene Shoemaker, followed by their printed names and titles: DEWEY R. STOKES, ARLENE SHOEMAKER, DOROTHY S. TEATER, ARLENE SHOEMAKER, BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, OHIO.

Voting Nay thereon:

Blank lines for signatures, followed by printed names: DEWEY R. STOKES, DOROTHY S. TEATER, ARLENE SHOEMAKER, BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, OHIO.

bdr

- c: Journal
Auditor
Finance ✓
Cities/Villages
Sheriff