

SPONSOR: Reed / Heath

## ORDINANCE NO. 19-06

AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT BETWEEN MH CORRECTION COMMISSION (MULTI-COUNTY CORRECTIONAL CENTER) AND THE CITY OF JACKSON, OHIO, FOR THE HOUSING OF PRISONERS.

WHEREAS, the City of Jackson, Ohio houses prisoners in the Jackson County Correctional Facility; and

WHEREAS, the Jackson County Correctional Facility is oftentimes full and cannot accept prisoners; and

WHEREAS, the Jackson County Correctional Facility cannot house female prisoners; and

WHEREAS, the City of Jackson must have in place other options to house female prisoners and to house prisoners when the Jackson County Correctional Facility is full and cannot accept City prisoners.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JACKSON, STATE OF OHIO, as follows:

*Section One.* The Mayor and/or City Council President is authorized to enter into an Agreement between MH Corrections Commission (Multi-County Correctional Center), P.O. Box 1831, 1514 Victory Road, Marion, Ohio 43302, and the City of Jackson, Ohio, to provide housing of prisoners. A copy of the Agreement is attached hereto as Exhibit "A". The cost of this contract shall be in an amount of fifty-eight and 97/100 dollars (\$58.97) per prisoner per day, and shall be paid from line item 110-7110-53043 (Jail Contracts).

*Section Two.* This Ordinance shall at the earliest time permitted by law.

*Section Three.* It is hereby found and determined that all formal actions of this Council relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and



EXHIBIT "A"



5. The Executive Director of the Multi-County Correctional Center shall have charge of the Multi-County Correctional Center and he, or his designee, may at their discretion, refuse to receive any prisoner for any reason based on jail population, internal security conditions, prisoner medical condition such as a contagious disease, mental condition, illness or injury or any other reason.

6. Compensation for housing prisoners for the **Jackson Police Department** shall be made to the Multi-County Correctional Center on or before the fifteenth (15<sup>th</sup>) of the month following the confinement of **Jackson Police Department** inmates.

7. In the event that while housing **Jackson Police Department** inmates the Multi County Correctional Center has a need for additional bed space, the Director of the Multi County Correctional Center may contact the **Jackson Police Department** and request that the **Jackson Police Department** inmates be picked up by the **Jackson Police Department** within twenty-four (24) hours of this notification. This will only be used in rare cases.

8. This agreement shall be effective on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ and shall continue until \_\_\_\_\_ 200\_\_. It will automatically renew for a twelve month period from year to year. However, either party may cancel or rescind this agreement by providing the other party with a thirty day written notice of its intent to cancel or rescind.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the dates set forth following their respective signature below.

\_\_\_\_\_  
Authorized Signature

MH Corrections Commission

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

