

SPONSOR: _____

ORDINANCE NO. 144-06

AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, OHIO 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.

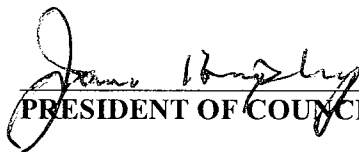
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JACKSON, STATE OF OHIO, as follows:

Section One. The Mayor and/or City Council President is authorized to enter into an Agreement between the Board of County Commissioners of Washington County, Ohio 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-five and No/100 dollars (\$55.00) 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 that the deliberations of this Council that resulted in such formal actions, were in a meeting open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Date: JUNE 12, 2006



PRESIDENT OF COUNCIL



CLERK OF COUNCIL

Approved:

Date: 6-16-06



MAYOR

CONTRACT FOR HOUSING PRISONERS
in the
WASHINGTON COUNTY JAIL

WHEREAS, this contract is made this _____ day of _____, 2006, by and between the Board of County Commissioners of Washington County, Ohio, hereafter referred to as "County", the Sheriff of Washington County, hereinafter referred to as "Sheriff", and the City of Jackson Police Department hereafter referred to as "Jackson".

WHEREAS, Jackson wants to confine in the Washington County Jail such prisoners as have been charged with misdemeanors and felonies who are awaiting trial.

WHEREAS, This agreement is intended to set forth the rights, duties, responsibilities, and obligations of the County and Jackson for the term hereinafter set forth.

WITNESSETH:

In consideration of the mutual covenants herein made, each of the parties agree as follows:

1. The County shall receive, keep, board, and safely maintain in the Washington County Jail on behalf of Jackson the following persons:
 - a. All persons arrested by Jackson for violations of state criminal statutes until such persons have had an initial appearance before a judge, after which such persons shall be deemed to be in the custody of Washington County for purposes of compensation under this contract.
 - b. All persons arrested for violation of municipal ordinances from arrest through termination of any jail sentence imposed for that violation except as provided in paragraphs 4 through 9 below.
 - c. Persons incarcerated pursuant to subparagraphs a. and b. above shall be designated as "Jackson" prisoners in this contract.
2. Jackson shall pay to Washington County the sum of fifty-five dollars (\$55.00) per day for each person incarcerated in the Washington County Jail under paragraphs 1.a., 1.b., and 1.c. For purposes of determining the compensation to be paid, each part of any calendar day a person is incarcerated up to twelve (12) hours shall be paid for at the rate of one-half of one day's fee; each part of a calendar day over twelve (12) hours shall be paid at the rate for a full day.

3. Jackson prisoners confined in the Washington County Jail shall be subject to the rules and regulations of the jail, which apply to all prisoners therein.
4. The County may reject and refuse to receive any prisoners who may be afflicted with a prior medical problem, afflicted with any contagious, infectious or venereal disease, mental illness, illness, or injury that has not been treated prior to entry into the Washington County Jail, or having received any prisoners so affected without knowledge thereof, upon discovery of such condition in any prisoner thereafter.

The County may refuse to keep such prisoner thereafter following notice to "Jackson" and following receipt of such notice Jackson agrees to receive back such affected prisoner.

The Sheriff may refuse to receive any prisoner based upon current jail population, internal security conditions of the jail, or any other reason that the Sheriff deems pertinent at the time.

5. Jackson agrees to pay for any and all medical surgical, dental, or ophthalmology expenses incurred on behalf of a Jackson prisoner including doctor's fees, hospital charges, and prescription costs.
6. Jackson shall transport and provide security anytime a Jackson prisoner must leave the Washington County Jail for any reason, unless a court orders that no transportation or security is needed.
7. Jackson shall bear the expense of the burial of a Jackson prisoner who dies in the Washington County Jail, if the body is not claimed for interment at the expense of friends or relatives.
8. No person under eighteen (18) years of age shall be received except on the approval of the Washington County Juvenile Court.
9. The Washington County Sheriff's Office shall provide an itemized statement of the amount due each month for housing Jackson prisoners. Payment shall be made by Jackson to the Washington County Sheriff, 309 Fourth Street, Marietta, Ohio 45750 within thirty (30) days of the date of the statement. The Washington County Sheriff may refuse to accept Jackson prisoners if timely payment is not made.
10. Jackson agrees that during the period of time this contract covers, it will abide and be governed by any and all rules and regulations which now are, or at any time in the future may be in force at the Washington County Jail, as prescribed by the Sheriff, Board of Washington County Commissioners, Common Pleas and Probate-

Juvenile Judges, and the Department of Rehabilitation and Corrections.

- 11. This agreement may be terminated by either party during its term, by giving the other party ninety (90) days written notice.
- 12. Anytime Jackson arrests an individual for domestic violence, violation of a temporary protection order or a civil protection order or menacing by stalking, and the victim does not have a phone number; Jackson will be responsible for attempting to make notification to the victim of the offender's pending release upon being so notified by the staff of the Washington County Jail. Jackson will be responsible for advising the staff of the Washington County Jail once said notifications has been made to the victim along with the name of the officer making such notification. Jackson further acknowledges that the offender will be released within two (2) hours of notification, even if unable to make notification to the victim. Jackson acknowledges that failure to comply with this agreement will result in the refusal of the jail staff to accept a prisoner for any of the above stated offenses.
- 13. This agreement shall be effective as of April 1, 2006 and terminate March 31, 2007.
- 14. All former contracts and/or agreements between the parties hereto relative to the subject matter of this contract are hereby canceled and terminated.

This Agreement entered into on behalf of the City of ^{JACKSON} Gallipolis pursuant to Resolution Number _____ passed _____, 2006. (Please insert resolution # and date)

Any alteration of contract shall result in the contract being null and void

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers, none hereto caused their names be transcribed on the day first written above.

City of Jackson

Witness

Mayor

Approved as to Form

Police Department

Washington County Commissioners

Witness

Samuel R. Cook, President

Teresa L. Smith, Clerk

Larry P. Steinel

John Grimes

Approved as to form

Larry R. Mincks, Sr., Sheriff

James E. Schneider, Prosecuting
Attorney

