

SPONSOR: Heath Brown

ORDINANCE NO. 97-07

AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT BETWEEN THE BOARD OF COMMISSIONERS OF SCIOTO COUNTY, OHIO AND THE CITY OF JACKSON, OHIO, FOR THE HOUSING OF PRISONERS, AND DECLARING AN EMERGENCY.

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 Commissioners of Scioto 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 Forty-five dollars (\$45.00) per prisoner per day, with a guarantee of eight beds per day, and shall be paid from line item 110-7110-53043 (Jail Contracts).

Section Two. This Ordinance is hereby declared to be an emergency Ordinance necessary for the immediate preservation of the public peace, health, or safety of the City of Jackson, in that it is necessary to enter into this agreement as soon as possible to insure the housing of prisoners of the City of Jackson. Therefore, this Ordinance shall go into effect upon passage and approval by the Mayor, as provided in Ohio Revised Code Section 731.30.

Section Three. In the event this Ordinance receives a majority vote for passage but fails to receive the required number of votes to pass as an emergency, then this Ordinance shall be deemed to have passed but with no emergency clause and shall take effect at the earliest time permitted by law.

Section Four. 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: 7/23/07

Renald G. Spenceman
PRESIDENT OF COUNCIL

Heath Brown
CLERK OF COUNCIL

Approved:

Date: 7/26/07

[Signature]
MAYOR

EXHIBIT "A"

AGREEMENT BETWEEN THE BOARD OF COMMISSIONERS
FOR SCIOTO COUNTY, OHIO AND THE CITY COUNCIL MEMBERS
FOR THE CITY OF JACKSON, OHIO

1. **PURPOSE:** The Board of Commissioners for Scioto County, Ohio (hereinafter "Scioto County") and the City Council Members for City of Jackson, Ohio (hereinafter "City of Jackson") desire to enter into an agreement whereby the City of Jackson shall lease a definite number of jail beds at the Scioto County Jail for housing inmates incarcerated for infractions and offenses occurring in the City of Jackson, Ohio.

2. **TERM:** The lease term shall commence on the ____ day of _____, 2007 and end on the 31st day of December, 2007.

3. **COST:** Scioto County agrees to lease to the City of Jackson, eight jail beds per day at a cost of \$45.00 per bed (\$360.00 per day) to include no more than two female beds. Eight jail beds are specifically reserved for the City of Jackson each day this lease is in effect, and therefore, Scioto County will charge the City of Jackson daily for eight beds, regardless of the number of beds that the City of Jackson actually uses. In the event that the City of Jackson has a need for additional beds and the Scioto County Sheriff's Jail has the bed space, the City of Jackson shall be billed and agrees to pay \$45.00 per day per each additional inmate in excess of the minimum eight inmates per day. "Per day" shall be defined as any part of a day regardless of how many hours the inmate may have physically been incarcerated in the Scioto County Jail. *Example: An inmate brought to the Scioto County Jail at 11pm shall be billed at the same rate as an inmate brought at 7 am (\$45.00).*

4. **MEDICAL EXPENSES AND SERVICES:** Routine medical service will be provided at the Scioto County Jail at no additional cost to the City of Jackson inmates. Routine medical services is defined as simply being examined by the attending Scioto County Sheriff's Office jail physician and/or nurse after receiving a medical request for services from the incarcerated inmate. Any medical prescriptions written by the physician for the treatment of the inmate shall be charged to and paid for by the City of Jackson as a "medical expense". The City of Jackson Inmates who are incarcerated within the Scioto County Jail and have taken prescription medication prior to being incarcerated shall have their prescriptions evaluated by the attending physician and/or nurse and if deemed as being necessary the prescription medication will be administered and any cost associated with refilling the prescriptions shall be the financial responsibility of the City of Jackson.

Any cost associated with providing medical attention that requires the inmate to be transported and treated by a physician other than the attending jail physician and/or nurse shall be the responsibility of the City of Jackson. This section shall also applies to dental care providing our jail physician evaluates the situation and deems the need to be cared for by another physician and or dentist.

Medical services that may require hospital care will require approval from the Chief of Police of the City of Jackson, except in cases of emergency or in cases where the attending physician

determines an urgency for hospital treatment exists. An urgency may exist for hospital care in order to prevent an emergency situation from occurring. The Chief of Police of the City of Jackson shall identify his agent(s) who are authorized to give approval and provide a telephone number where his designee can be contacted. All cost associated with providing the treatment for the inmate shall be the responsibility of the City of Jackson.

The Scioto County Sheriff's Office agrees to pay for all financial cost for prescriptions and medical care for all the City of Jackson Inmates and bill the City of Jackson on the next monthly billing cycle. All billed prescription and medical expenses to the City of Jackson shall include copies of the bills that the Scioto County Sheriff's Office has received pertaining to each inmate receiving services and/or prescriptions.

5. ACCEPTANCE OF INMATES: The Scioto County Sheriff's Office adheres to the Scioto County Sheriff's Jail Policy & Procedure Article 721 section 4.01 and the Scioto County Sheriff reserves the right to deny admission to the Scioto County Jail if one or more of the following reasons are applicable to the prisoner:

- unconsciousness;
- signs of untreated injury;
- known blood alcohol level of 0.35 or above;
- under the influence of drugs or alcohol to the degree of being unable to walk; or is a juvenile offender - No juveniles will be admitted to the Scioto County Jail unless he/she has been bound over to an adult court.

The prisoner will also be denied admission if one or more of the following are applicable to the committing officer.

- Officer cannot provide appropriate credentials which positively identifies him/her by name and department.
- The officer cannot produce legal documents authorizing admission to the jail legal documents including:
 - arrest warrants;
 - hold orders from other appropriate government agencies;
 - completed Rule 4 process forms; and
 - completed citations.
 - commitment forms

Whenever an incoming prisoner is denied admission, the booking or receiving officer shall complete a Denial of Admissions report and forward it to the Sergeant.

Any incoming prisoner denied admission due to medical reasons, will not, at a later time, be admitted without documented medical treatment. The documented treatment will become part of the prisoner's medical file.

6. **VIDEO ARRAIGNMENT:** Video arraignment from the Scioto County Jail will be available to the City of Jackson at no additional charge. The City of Jackson will be required to provide the necessary equipment for the courts of the City of Jackson to obtain the live video feed.

7. **RIGHT OF FIRST REFUSAL:** Scioto County gives the City of Jackson the right of first refusal to enter into a subsequent lease at the end of the lease term. To exercise this right, the City of Jackson shall notify Scioto County of its intention to enter into another lease sixty (60) days prior to the expiration of this lease. Scioto County shall not enter into another lease with another entity for the eight beds allocated to the City of Jackson until the City of Jackson's right of first refusal has expired.

Dated: _____

SCIOTO COUNTY COMMISSIONERS

JACKSON CITY COUNCIL

Hubert M. Crabtree

Vernal G. Riffe, III

Thomas Reiser

Approved:

Approved:

Marty V. Donini
Scioto County Sheriff

Carl Eisnaugle
Jackson Chief of Police

Approved as to Form:

Approved as to Form:

Mark E. Kuhn
Scioto County Prosecutor

City of Jackson, Solicitor