

SPONSOR: Heath/E Brown

## ORDINANCE NO. 142-07

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

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 Highland 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 dollars (\$55.00) per prisoner per day, for the period January 1, 2008 through December 31, 2008. This contract shall be paid from line item 110-7110-53043 (Jail Contracts).

**Section Two.** This Ordinance shall take effect 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: 10-22-07

Reneal B. Spearman  
PRESIDENT OF COUNCIL

Debra Brown  
CLERK OF COUNCIL

Approved:

Date: 10-25-07

JAC  
MAYOR

***EXHIBIT "A"***

HOUSING AGREEMENT  
BETWEEN HIGHLAND COUNTY AND \_\_\_\_\_ CITY/VILLAGE, OHIO  
FOR THE YEAR: 2008

THIS AGREEMENT is made and entered into by and between The \_\_\_\_\_

whose mailing address is: \_\_\_\_\_  
hereinafter referred to as "**Agency**," THE BOARD OF COUNTY COMMISSIONERS, Highland County, Ohio, whose mailing address is: 114 Governor Foraker Place, Hillsboro, Ohio, 45133, and THE HIGHLAND COUNTY SHERIFF'S OFFICE, whose mailing address is: 130 Homestead Avenue, Hillsboro, Ohio, 45133, together referred to as "**County**,"

WITNESSETH:

1. **Agency** will send to **County** the sum of Fifty-Five Dollars (\$55.00) per prisoner per day for each **Agency** prisoner sent to the Highland County Jail from the 1<sup>st</sup> day of January, 2008 to and including the 31<sup>st</sup> day of December, 2008.
2. A prisoner day, as used herein, shall mean any twenty-four (24) hour period commencing at 12 midnight and extended to the following midnight or any portion of such twenty-four (24) hour period.
3. Payments shall be made by **Agency** and to **County**, as follows:
  - A. For the term of this agreement, from the 1<sup>st</sup> day of January, 2008, through the 31st day of December, 2008, payments shall be made to **County** for each calendar month after receipt by **Agency** of a monthly statement from the **County**. Payments shall be made within thirty (30) days after the date of the monthly statement, and are payable through the **Highland County Sheriff's Office, 130 Homestead Avenue, Hillsboro, Ohio, 45133**.
4. **Agency** shall indemnify and save harmless, **County** from any costs or expenses of emergency medical and/or dental treatment or services to an **Agency** prisoner.
  - A. Whenever an **Agency** prisoner requires medical appliances such as eyeglasses, trusses, braces or similar items, **County** shall first obtain written authorization before procuring said items.
  - B. **County** shall immediately notify **Agency** of the removal of an **Agency** prisoner to Highland District Hospital for emergency care. The **County** will provide transport/escort to the Emergency Room. The **Agency** will be responsible for any ambulance/life squad fees, as well as the Twenty-Five Dollar (\$25.00) fee payable to **County** for the medical escort to and from the Emergency Room. Such fee(s) will be added to the monthly invoice for housing. The **Agency** shall be responsible for all hospital care and services incident thereto of the **Agency** prisoners.
  - C. In the case of admission to the hospital, the **Agency** shall be responsible for guarding the **Agency** prisoner for the duration of the hospital stay. In case of transfer to another medical facility, the **Agency** shall be responsible for guarding during transport and duration of admission. The **Agency** shall be responsible for transporting prisoners back to the jail after release from a hospital admission.
  - D. When an **Agency** prisoner requests to see a doctor or a nurse at the Highland County Jail, employees of the Highland County Sheriff's Office will first try to collect the fee from the inmate's commissary funds. If the inmate does not have the funds by the time of release, the **Agency** will be responsible for that payment.

HOUSING AGREEMENT -- *CONTINUED*  
FOR THE YEAR: 2008

5. **Agency** shall indemnify and save harmless **County** from the payment of all expenses of burial of a deceased **Agency** prisoner who became deceased while housed at the Highland County Jail.
6. **County** reserves the right to reject and refuse any **Agency** prisoner.
7. **County** shall maintain, support and safely keep **Agency** prisoners in the same manner and condition as its own prisoners. **County** shall use diligence and care in preventing the escape of any **Agency** prisoner, and shall make diligent efforts within the territorial limits of Highland County in recovering and returning escaped **Agency** prisoners to the Highland County Jail, but shall not be under any obligation to recover and return any escaped **Agency** prisoner from outside the territorial limits of Highland County, Ohio.
8. **County** shall maintain and support any **Agency** prisoner whose confinement extends beyond the term of this agreement, consistent with conditions of this agreement or any subsequent written agreement between the parties that supersedes this agreement. **County** reserves the right to cease to receive any **Agency** prisoner at the Highland County Jail at the end of the term of this agreement.
9. **County** will accept both sentenced and unsentenced prisoners, but will not accept anyone on a minor misdemeanor charge.
10. This contract may be terminated by mutual agreement of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands to this agreement on the dates following their signatures.

MAYOR OF \_\_\_\_\_  
(NAME OF CITY/VILLAGE)

PRINTED/TYPED NAME OF

MAYOR: \_\_\_\_\_

Mayor's Address \_\_\_\_\_

Mayor's Telephone (\_\_\_\_) \_\_\_\_\_

BY: \_\_\_\_\_  
Mayor's Signature Date

BOARD OF COUNTY COMMISSIONERS  
HIGHLAND COUNTY

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

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

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

SHERIFF OF HIGHLAND COUNTY

\_\_\_\_\_  
Date