

Sponsor: Ketchum / Omdena

RESOLUTION NO. 03-19

AN RESOLUTION OF THE LEGISLATIVE AUTHORITY OF THE CITY OF JACKSON AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE MORROW COUNTY COMMISSIONERS TO PROVIDE HOUSING OF CITY OF JACKSON PRISONERS IN THE MORROW COUNTY JAIL AS NEEDED AND DECLARING AN EMERGENCY.

WHEREAS, the City of Jackson, Ohio is obligated to provide housing for its prisoners; and

WHEREAS, the Morrow County Commissioners have agreed to accept certain prisoners from the City of Jackson at a rate of \$60.00 per day and subject to the terms and conditions contained in Exhibit A attached hereto; and

WHEREAS, this matter constitutes an emergency as providing housing for prisoners is required of the City from time to time and that the terms set forth in the contract and the availability of the contract may be for a limited time and it is necessary to further the health, safety and welfare of the City that this contract be accepted so that Morrow County can be a possible and immediate source for the housing of the City's prisoners.

NOW, THEREFORE, BE IT RESOLVED THAT THE LEGISLATIVE AUTHORITY OF THE POLITICAL SUBDIVISION OF THE CITY OF JACKSON THAT THE MAYOR IS HEREBY AUTHORIZED AND DIRECTED TO ENTER INTO THE CONTRACT ATTACHED HERETO FOR THE HOUSING OF CERTAIN OF THE CITY'S PRISONERS AND DECLARING AN EMERGENCY FOR THE REASONS SET FORTH HEREIN.

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

It is hereby found and determined that all formal actions of this Council concerning and relating to adoption of this Resolution were adopted in an open meeting of this Council and the deliberations of this Council and any of its committees that resulted in such formal action were in a meeting open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

PASSED AND ADOPTED by the Legislative Authority of the Political Subdivision on this 14
day of January, 2019.

E. A. Brown
President of Council

ATTEST:

Sherry Barr
Clerk of the Legislative Authority

Approved this 14th day of January, 2019.

Randy Heath
Mayor

PRISONER HOUSING AGREEMENT

WHEREAS, the Morrow County Commissioners and the Morrow County Sheriff's Office own and operate the Morrow County Correctional Facility, a combined minimum security and full-service jail facility;

WHEREAS, the City of Jackson does not have necessary or sufficient jail facilities;

THEREFORE, the Morrow County Commissioners (hereinafter the "County") and the City of Jackson (hereinafter the "City") hereby agree as follows:

1. The City of Jackson agrees, in its discretion, to send, and Morrow County agrees, in its discretion, to accept, such prisoners as the City is unable to adequately house.
2. The County agrees to provide for the prisoners' custody, supervision, confinement, board, minor and emergency medical care, corrections and rehabilitation services as required by law.
3. The City agrees to compensate the County at the following rate of **\$60.00** per day.

****A partial day shall count as a full day for billing purposes (e.g. 30 hours of confinement would be billed as two days, multiplied by the daily rate).**

All prisoners sent to the minimum security portion of the Correctional Facility must be properly qualified and sentenced to such facility as non-violent misdemeanants subject to rehabilitation. Reservations for such confinement must be arranged in advance.

4. If any inmate is charged with or has been convicted of violation(s) of any section of the codified ordinances of the City of Jackson, Ohio, the City agrees to reimburse the County for any and all medical care provided by the County or the Morrow County Hospital. The City shall be notified immediately when medical care is necessary. The need for extended care or hospitalization shall be determined on a case-by-case basis by the City. The City further agrees to pay, or reimburse the County for payments made, for any expenses incurred in rendering or securing other medical, surgical, dental, or mental health services, including medicines and surgical operations, for or to such prisoners.

If any inmate has been charged with or convicted of violation(s) of any section of the Ohio Revised Code, the County shall be responsible for any and all medical care provided by the County or the Morrow County Hospital, at no cost to the City.

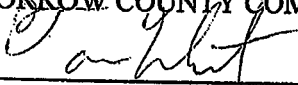
The City agrees that where hospital service is required for an inmate who has been charged with or convicted of violations(s) of any section of the codified ordinances of the City of Wellston, Ohio, all services shall be provided, when available, at the Morrow County Hospital. The Morrow County Correctional Facility medical staff shall decide the need for


medical services. Other than emergency admissions, the City must approve all hospital admissions.

5. The County may reject or refuse to receive any prisoner who may have a prior medical problem, including but not limited to a contagious disease, mental condition, illness, or injury that has not been treated prior to entry into the Morrow County Jail Facility. The Morrow County Sheriff is legally charged with the operation of the Morrow County Correctional Facility; therefore the County reserves the right, at the discretion of the Sheriff or his designee, to refuse to receive any prisoner for any reason based upon current jail population, internal security conditions of the facility, or any other reasons.
6. The County shall bill the City for the services provided herein on a monthly basis, to be paid by the City within fifteen (15) days of the receipt of the monthly invoices.
7. This Agreement shall become effective on January 1, 2019, and shall continue until December 31, 2019, and will be automatically renewed for a twelve- (12) month period from year to year on a calendar year basis. In the event that this Agreement is automatically renewed, all terms of this Agreement shall remain in effect except that the costs for providing housing shall be renegotiated. Either party may cancel or rescind this Agreement by providing the other party with a thirty (30) day written notice of its intent to cancel or rescind.

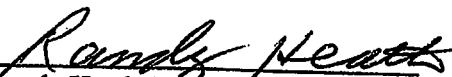
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the dates set forth following their respective signatures below.

MORROW COUNTY COMMISSIONERS

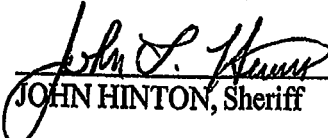

TOM WHISTON, COMMISSIONER
Date: 1/4/19


Warren Davis, Commissioner
Date: 1/4/19

Burgess Castle, Commissioner
Date: _____

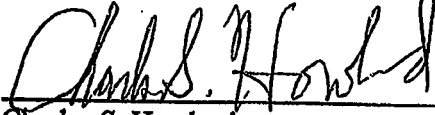

Randy Heath, Mayor
CITY OF JACKSON
Date: Jan 14 2019

MORROW COUNTY SHERIFF


JOHN HINTON, Sheriff

APPROVED AS TO FORM:

MORROW COUNTY PROSECUTOR


Charles S. Howland
Date: 11/2/19

CERTIFICATION OF FUNDS AVAILABLE

I hereby certify that there are sufficient funds appropriated and encumbered for the purpose of paying the obligations of the City of Jackson pursuant to the terms of this contract.

Brett Reed, Auditor
Date: _____

This document prepared by: Charles Howland
Morrow County Prosecuting Attorney
60 East High Street
Mt. Gilead OH 43338
(419) 947-5515/Fax: (419) 947-5205

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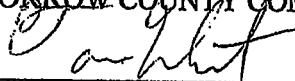
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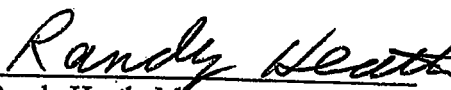
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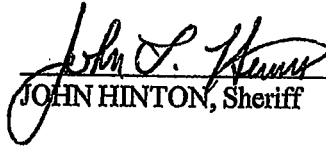

TOM WHISTON, COMMISSIONER
Date: 1/4/19


Warren Davis, Commissioner
Date: 1/4/19


Randy Heath, Mayor
CITY OF JACKSON
Date: Jan 17, 2019

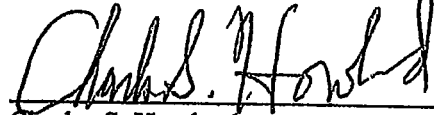
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