

Sponsor: Kitchen/Aldrich

RESOLUTION NO. 38-19

A RESOLUTION OF THE LEGISLATIVE AUTHORITY OF THE CITY OF JACKSON AUTHORIZING A CONTRACT WITH THE SHELBY COUNTY COMMISSIONERS AND SHERIFF TO PROVIDE HOUSING OF JACKSON PRISONERS IN THE SHELBY 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 Shelby County Commissioners and Sheriff 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 Shelby 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.

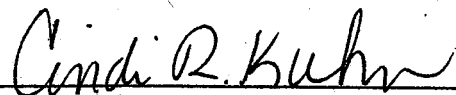
It is hereby found and determined that all formal actions of this Council concerning and relating to adoption of this Resolution were adopted in an open meeting of this Council and the deliberations of this Council and any of its committees that resulted in such formal action were in a meeting open to 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 28
day of October, 2019.



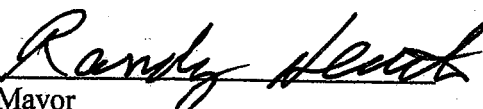
President of Council

ATTEST:



Clerk of the Legislative Authority

Approved this 28 day of October, 2019.



Mayor

CONTRACT FOR HOUSING PRISONERS

This agreement entered into by and between the Board of County Commissioners and the Shelby County Sheriff, Shelby County, Ohio and Jackson Police Department, Jackson County, Ohio on this day the 11th day of September, 2019.

Whereas, Contractee is duly authorized to exercise, perform, render or contract jail services and whereas Contractee is or from time to time may be, without adequate and sufficient facilities for incarceration and care of its prisoners.

Whereas, Shelby County and Contractee desire that Shelby County provide jail services to Contractee and to have Contractee's prisoners incarcerated and cared for in Shelby County Jail for such periods of time as may be directed by the Contractee.

Now, therefore, for the considerations hereinafter named, the parties hereto agree as follows:

LENGTH OF CONTRACT

This contract shall apply to all prisoners sentenced under the provisions of an ordinance of a municipality resolution of a political subdivision of the State of Ohio or a law of the State of Ohio. Length of contract will be determined by Contractee.

SERVICES PROVIDED BY SHELBY COUNTY

Shelby County will receive and care for, at the Shelby County Jail, all prisoners committed by Contractee for such length of time as agreed upon by the Shelby County Jail and the Contractee. Acceptance of prisoner's into the Shelby County Jail is also subject to availability of space. No particular numbers of prisoners are deemed to be acceptable.

The care, control, custody and supervision of prisoners accepted by Shelby County shall be exercised in conformity with the minimum jail standards for jails in Ohio as adopted by the Ohio Department of Rehabilitation and Corrections and the rules and regulations and policies of the operation of the Shelby County Jail as adopted by the Sheriff of Shelby County, Ohio.

Upon delivery to the Shelby County Jail by Contractee of its prisoners, along with proper commitment papers and medical records, Shelby County shall accept and receive said prisoners for incarceration as agreed upon. It shall be the obligation of the Contractee to telephone or otherwise contact the Sheriff of Shelby County, Ohio, prior to delivery of Contractee's prisoners.

TRANSPORTATION

Transportation of Contractee's prisoner shall be the responsibility of the Contractee. Shelby County will not transport Contractee's prisoners to another jurisdiction outside of Shelby County unless transportation fees are arranged or another said agreement between the Contractee and Provider is agreed upon.

If a prisoner has bonded out or is released from Shelby County Jail transport arrangements back to said county must be made. Out of county prisoners will not be released in Shelby County unless verification of transportation has been made.

COST OF HOUSING

Contractee shall pay to Shelby County, for each person so confined in the Shelby County Jail. This cost will be per prisoner per day. Contractee will agree to pay 60 dollars per day per prisoner as agreed upon by the Shelby County jail and the Contractee.

Contractee shall reimburse Shelby County for any damage to the Shelby County Jail, such as fixtures, appliances, equipment or other property owned by Shelby County, whether intentionally or negligently caused by Contractee's prisoners.

Contractee has no obligation to reimburse Shelby County for ordinary wear and tear to Shelby County's real and personal property or for any personal injury to any of Shelby County's officials, agents or employees.

MEDICAL, DENTAL, HOSPITAL, DEATH OF PRISONERS

Contractee shall pay to Shelby County all sums expended for or incurred in the name of Shelby County for any and all medical, dental, or hospital treatments necessary for the care of Contractee's prisoners while in control of Shelby County including, but not limited to, examination, treatments, prescription medications, x-rays, lab work, physical therapy, testing and referrals to outside physicians or specialists.

In the event hospitalization is necessary, Shelby County shall notify Contractee as soon as the fact is known or as soon thereafter as possible. If prisoners require hospitalization under guard, Contractee shall provide said guard unless other arrangements are made between Contractee and Shelby County.

In the event of the death of a prisoner, Shelby County shall not be liable for any costs or expenses related to said death. Contractee shall pay for all expenses and costs related to said death.

RIGHT OF SHELBY COUNTY TO REMOVE PRISONERS

Shelby County reserved the right to reject any and all persons who, in the opinion of its health and law enforcement officials, are suffering communicable, contagious or infectious diseases. If upon arrival it is determined they have any of the above issues, they will be placed back into the custody of the Contractee.

Pregnant female prisoners will be addressed on a case by case basis to determine housing needs.

Shelby County reserves the right to reject and return all prisoners committed to the Shelby County Jail. It will be the sole discretion of Shelby County to determine if the Contractee's prisoners are subject to hazards relevant to safety and security of all inmates confined in the Shelby County Jail.

Contractee will agree to remove its prisoners within a 24 hour period after notified if Shelby County Jail is at capacity. This removal would only be necessary so that appropriate housing is in place for Shelby County Prisoners.

TERMS OF AGREEMENT

This agreement shall begin upon the date recited first herein and continue in force until terminated by either party. Written notice must be given to Contractee if Contractee should wish to terminate said contract.

AGREEMENT BY CONTRACTEE TO ACCEPT RULES, REGULATIONS AND LAW

Contractee agrees to abide by any and all rules, regulations and laws which are now or at any time in the future may be in force at the Shelby County Jail as prescribed by the Shelby County Sheriff, Shelby County Judges, the State of Ohio or any other political subdivision having authority or empowered to make such rules, regulations and laws.


ENTIRE AGREEMENT

This agreement represents the entire agreement between the parties and supersedes all prior verbal and written agreements concerning housing of prisoners between the parties.

ACKNOWLEDGEMENT

By signing below both parties acknowledge the terms and conditions of this contract and agree upon the stipulations as outlined in this agreement.

 9-11-19
Shelby County Sheriff Date


Contractee Date
Randy R. Heath, Mayor
City of Jackson, Ohio

