

Sponsor: Biggs/Peters

RESOLUTION NO. 06-20

AN RESOLUTION OF THE LEGISLATIVE AUTHORITY OF THE CITY OF JACKSON AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE MONROE COUNTY COMMISSIONERS TO PROVIDE HOUSING OF CITY OF JACKSON PRISONERS IN THE MONROE 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 Monroe County Commissioners have agreed to accept certain prisoners from the City of Jackson at a rate of \$65.00 per day and subject to the terms and conditions contained in Exhibit A attached hereto; and

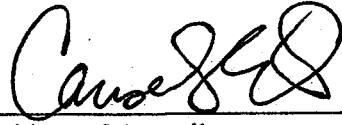
WHEREAS, this matter constitutes an emergency as providing housing for prisoners is required of the City from time to time and that the terms set forth in the contract and the availability of the contract may be for a limited time and it is necessary to further the health, safety and welfare of the City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

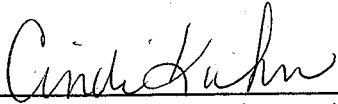
It is hereby found and determined that all formal actions of this Council concerning and relating to adoption of this Resolution were adopted in an open meeting of this Council and the deliberations of this Council and any of its committees that resulted in such formal action were in a meeting open to 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 24th
day of February, 2020.



President of Council

ATTEST:



Clerk of the Legislative Authority

Approved this 24th day of February, 2020.



Mayor

**CONTRACT FOR HOUSING PRISONERS
IN THE
MONROE COUNTY JAIL**

WHEREAS, this contract is made this 1st day of January 2020, by and between the Board of County Commissioners of Monroe County, Ohio, hereinafter referred to as "County", the Sheriff of Monroe County, Ohio, hereinafter referred to as "Sheriff", and The City of Jackson, Ohio hereinafter referred to as "Contractor".
(Jackson Police Dept.)

WHEREAS, Contractor wants to use the Monroe County Jail to house as prisoners those persons who have been lawfully committed to custody by arrest or court order for any reason, and/or who have been charged with any misdemeanor or felony offense and are awaiting a bond hearing, and/or who are awaiting a trial and have not otherwise posted bail or been released by court order, and/or who are serving a jail sentence after conviction.

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

WITNESSETH: In consideration of the mutual covenants herein made each of the parties agrees as follows:

1. The County shall receive, keep, board and safely maintain in the Monroe County Jail the following persons:
 - a. Persons arrested by Contractor 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 incarcerated in the Monroe County Jail for purposes of compensation under this contract.
 - b. Persons arrested for violation of municipal ordinances from arrest through termination of any jail sentences 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 prisoners in this contract.
2. The cost to be paid to the County by the Contractor shall be the amount of Sixty-five dollars (\$65.00) per day for each person incarcerated in the Monroe County Jail under Paragraph 1. For purposes of determining compensation, any calendar day, or part thereof, shall constitute one (1) day.
3. Prisoners confined in the Monroe County Jail shall be subject to the rules and regulations of the jail, which apply to all the 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, venereal disease, mental illness or injury that has not been

treated prior to entry into the Monroe County Jail, or having received prisoner thereafter.

5. 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.
 6. Contractor agrees to pay for any and all medical, surgical, dental, or ophthalmology expenses incurred on behalf of a prisoner including doctor's fees, hospital charges and prescription costs.
 7. Contractor shall transport and provide security anytime a prisoner must leave the Monroe County Jail for any reason unless a court orders that there is no transportation or security needed.
 8. Contractor shall bear the expense of the burial of a prisoner who dies in the Monroe County Jail, if the body is not claimed for interment at the expense of friends or relatives.
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9. No person under eighteen (18) years of age shall be received except on the approval of the Monroe County Juvenile Court.
 10. The Monroe County Sheriff's Office shall provide an itemized statement of the amount due each month for housing prisoners. Payment shall be made by the Contractor to the Monroe County Sheriff at 47129 Moore Ridge Road, Woodsfield, Ohio 43793 within thirty (30) days of the date of the statement. The Monroe County Sheriff may refuse to accept prisoners if timely payment is not made.
 11. Contractor agrees that during the period of time this contract covers, it shall and 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 offices of the Monroe County Commissioners, Common Pleas and Probate Juvenile Judges, and the Department of Rehabilitation and Corrections.
 12. Anytime the Contractor arrests an individual for domestic violence, violations of a protection order, or menacing threats by stalking, the Contractor will be responsible for attempting to make notification to the victim of the offender's being released from the Monroe County Jail.

13. This agreement may be terminated by either party during the term by giving the other party a minimum of Sixty (60) days written notice.
14. This agreement shall be effective on January 1, 2020, and terminate on December 31, 2020.
15. All former contracts and/or agreements between the parties hereto relative to the subject matter of this contract are hereby canceled and terminated.
16. The Contractor shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement.

This agreement entered into on behalf of the City of Jackson, Ohio (Jackson Police Dept.)
 Pursuant to Resolution Ordinance Number _____ passed _____, 20____.

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 to be transcribed on the day first written above.

Monroe County Commissioners

 COMMISSIONER

 WITNESS

 COMMISSIONER

 CHARLES R. BLACK, JR., SHERIFF

 COMMISSIONER

CITY OF JACKSON, OHIO (JACKSON POLICE DEPT.)

 WITNESS

 MAYOR
