

RESOLUTION NO. CR-39-93

A RESOLUTION TO AUTHORIZE THE MAYOR TO ENTR INTO A CONTRACT WITH THE FRANKLIN COUNTY COUNTY COMMISSIONERS FOR THE HOUSING OF PRISONERS

WHEREAS, the City of Grove City contracts with the Franklin County Commissioners for the boarding of prisoners; and

WHEREAS, the existing contract will terminate on June 30, 1993; and

WHEREAS, in order to insure that prisoners sentenced from the Grove City Mayor's Court will be housed in the Franklin County facility, it is necessary to enter into a new contract.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. The Mayor is hereby authorized to execute the attached Exiting "A", an agreement for the housing of prisoners with the Franklin County Commissioners.

SECTION 2. This resolution shall take effect at the earliest opportunity allowed by law.

Brian L. Buzby  
Brian L. Buzby, President of Council

Richard L. Stage  
Richard L. Stage, Mayor

Tami K. Kelly  
Tami K. Kelly, Clerk of Council

Passed: 5-3-93  
Effective: 5-3-93

Attest:

I Certify that this resolution is correct as to form.

Thomas R. Clark  
Thomas R. Clark, Director of Law

**CONTRACT FOR THE HOUSING OF PRISONERS**

This Contract is made pursuant to the provisions of Section 753.02 and 1905.35, Ohio Revised Code, and other applicable laws of the State of Ohio and concluded at Columbus, Franklin County, Ohio, by and between the Board of County Commissioners of Franklin County, Ohio, hereinafter referred to as the "County," the Sheriff of Franklin County, Ohio, hereinafter referred to as "Sheriff", and the Community of " \_\_\_\_\_ ", hereinafter referred to as the "Municipality."

WHEREAS, the Municipality has no workhouse or other jail sufficient for the imprisonment of those who violate ordinances of said Municipality, and, therefore, wishes to contract for the use of the Franklin County Correction Centers, pursuant to Section 1905.35, Ohio Revised Code, for the housing of such prisoners; and

WHEREAS, the County is willing to permit the use of its Correction Centers for such purpose, subject to the availability of space as determined by the Sheriff, at the expense of the Municipality; NOW, THEREFORE, in consideration of the promises and agreements of the County, the Sheriff, and the Municipality, herein set forth, it is mutually agreed as follows:

1. The Sheriff will receive, safely keep, board, and maintain in the Franklin County Correction Centers those prisoners who have been imprisoned under the ordinances of the Municipality.

2. Said Sheriff shall receive and hold such persons in the manner prescribed by the ordinances of the Municipality, until such persons are legally discharged.
3. Persons so imprisoned are under the charge of the Sheriff and subject to the rules, regulations, and discipline of the Franklin County Correction Centers, the same as other prisoners therein detained.
4. No person under Eighteen (18) years of age shall be received or held in the Correction Centers, except that such persons may be held on an emergency basis as determined by the Sheriff.
5.
  - a. The Municipality shall pay to the County a charge of \$40.00 per day for each municipal prisoner incarcerated in the Franklin County Correction Centers under a municipal ordinance. This charge includes the cost of slating, I.D., prisoner convey between the Correction Centers and Municipal Court, and releasing, for all of which there will be no additional charge.
  - b. The \$40.00 per diem charge will be assessed for each calendar day or part of a calendar day during which a prisoner is incarcerated in the Franklin County Correction Centers pursuant to a municipal

ordinance. If a charge is amended from a municipal violation to a State violation, the per diem charge shall terminate to the municipality.

- c. If a prisoner is incarcerated based upon charges or sentences from more than one municipality, the \$40.00 per diem rate will be split equally among all municipalities involved.
- d. If a prisoner is incarcerated based upon State and municipal charges, the Municipality will be charged one-half (1/2) of the \$40.00 per diem rate. If such prisoner is being held on behalf of multiple municipalities, they will equally split the one-half (1/2) share.
- e. The Municipality's responsibility for its share of per diem costs shall begin when a prisoner is slated into the Franklin County Correction Centers under its municipal ordinance.

The Municipality's responsibility for its share of per diem shall terminate when a prisoner being held under its ordinance(s) is released from the Correction Center or is no longer held under its ordinance, including release to house arrest.

- f. To the extent that a federal agency of any kind is paying the per diem charge, the Municipality shall not be charged.
6. All expenses of transporting prisoners, except prisoner convey between the Correction Centers and Municipal Court as specified in paragraph 5, including their return to the place from which they were sentenced and including the expense of retaking prisoners who may violate any probation when such probation is granted with the consent of the sentencing tribunal, shall be paid in all cases by the Municipality in the same manner as provided in paragraph 5 for per diem charges.
- If a Municipality specifically causes or approves a transport by court order, that Municipality shall solely pay any expense thereby created.
7. All reasonable and necessary expenses incurred by the County and/or the Sheriff in any habeas corpus proceedings for or against any such prisoner are extra expenses and shall be paid by the Municipality in the same manner as provided in paragraph 5 for per diem charges unless otherwise paid.
8. In the event of the illness or injury of any such prisoner, requiring hospitalization or special treatment

or other expense, or in the event of any other occurrence causing extra expense to the County and/or the Sheriff in connection with any such prisoners not herein provided, all such extra expenses shall be paid by the Municipality in the same manner as provided in paragraph 5 for per diem charges.

9. The County will provide the Municipality a detailed invoice on a monthly basis of per diem charges and any extra expenses to the County and/or the Sheriff, including, but not limited to, hospitalization, special treatment, or other expense, of the prior month and the Municipality shall pay the charges within Thirty (30) calendar days after receipt of said invoice.
10. Either party to this Contract may terminate the same, except as to prisoners already received, by giving Sixty (60) days notice in writing to the other party.
11. All municipal corporations shall be charged the same per diem under this Contract. Termination as to any individual municipal corporation shall be for violation of any specific provision of this Contract; otherwise, termination or nonrenewal for one municipal corporation shall be for all such municipal corporations.
12. This Contract shall commence on the first day of July,



