

ORDINANCE NO. 18-006

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE FAIRFIELD COUNTY COMMISSIONERS AND FAIRFIELD COUNTY SHERIFF'S DEPARTMENT FOR HOUSING OF PRISONERS AND DECLARING AN EMERGENCY

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to enter into a contract with the Fairfield County Commissioners and Fairfield County Sheriff's Department for housing of prisoners; and

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

SECTION 1. That the Mayor be authorized to enter into a contract on behalf of the City of Canal Winchester with the Fairfield County Commissioners and the Fairfield County Sheriff's Department for the period from January 1, 2018 through December 31, 2018 as detailed in the attached Exhibit A and included herein by reference.

SECTION 2. That this ordinance is hereby declared to be an emergency measure, necessary for the preservation of public health, safety, and welfare, such an emergency arising from the need to immediately begin housing prisoners; wherefore this ordinance shall take effect and be in force from and after its passage.

DATE PASSED 2/5/18

ATTEST Amanda M Jackson
CLERK OF COUNCIL

[Signature]
PRESIDENT OF COUNCIL

[Signature]
MAYOR

DATE APPROVED 2-6-18

APPROVED AS TO FORM:

[Signature]
LAW DIRECTOR

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Amanda M Jackson
FINANCE DIRECTOR/CLERK OF COUNCIL

**CONTRACT FOR HOUSING PRISONERS IN THE FAIRFIELD COUNTY JAIL
BETWEEN FAIRFIELD COUNTY AND THE CITY OF CANAL WINCHESTER**

WHEREAS, this contract is made this day of Jan. 23, 2018, by and between the Fairfield County Board of Commissioners, located at 210 East Main Street, Lancaster, OH 43130, hereafter referred to as "the Board", the Fairfield County Sheriff, located at 345 Lincoln Avenue, Lancaster, OH 43130, hereafter referred to as "the Sheriff", and the City of Canal Winchester, located at 36 South High Street, Canal Winchester, OH 43110, hereafter referred to as "the City".

WHEREAS, the City, which does not have a workhouse or a jail within its municipal limits, wants to contract with the Board and the Sheriff, pursuant to R.C. 753.02 and 341.23, to use the Fairfield County Jail to house the City's prisoners who have been lawfully committed to custody, by the Sheriff or his deputies, via arrest or court order for any reason, and/or who have been charged with any misdemeanor 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 serving a jail sentence after conviction.

WHEREAS, this Agreement is intended to set forth the rights, duties, responsibilities, and obligations of the Board, the Sheriff and the City for the term hereinafter set forth.

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

1. The Board and the Sheriff shall receive, keep, board and safely maintain in the Fairfield County Jail the following persons, as space permits:

- a. All persons arrested in the City by the Sheriff 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 in the custody of Fairfield County for purposes of compensation under this contract.
- b. All persons arrested in the City by the Sheriff 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 City shall pay to the Sheriff sixty-five dollars (\$65.00) per day for each person incarcerated in the Fairfield County Jail under Paragraph 1.
 3. Prisoners confined in the Fairfield County Jail shall be subject to the rules and regulations of the jail, which apply to all the prisoners therein.
 4. The Sheriff 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, illness or injury that has not been treated prior to entry into the Fairfield County Jail, or having received any 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. The City 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. The Sheriff shall transport and provide security any time a prisoner must leave the Fairfield County Jail for any reason, unless a court orders that no transportation or security is needed. If the Sheriff, via his deputies transports a prisoner to and from the Fairfield County Jail under this Agreement, he shall submit the mileage to the City for reimbursement as permitted under R.C. 341.23(C).
 8. The City shall bear the expense of the burial of a prisoner who dies in the Fairfield County Jail, if the body is not claimed for interment at the expense of friends or relatives.
 9. No person under eighteen (18) years of age shall be received except on the approval of the Fairfield County Juvenile Court.
 10. The Sheriff shall provide an itemized statement of the amount due each month for housing prisoners. Payment shall be made by the City to the Fairfield County Treasurer within (30) days of the date of the statement and said payment shall be applied to the Fairfield County General Fund. The Sheriff may refuse to accept prisoners if timely payment is not made.

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11. The City agrees that during the contract term, 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 Fairfield County Commissioners, Common Pleas and Probate-Juvenile Judges, and the Department of Rehabilitation and Corrections.
 12. The parties to this contract agree that notice be given to certain persons when particular inmates are to be released from custody, namely victims of domestic violence offenses, named/protected persons in temporary protection orders, named/protected persons in civil protection order and victims of menacing by stalking crimes. To that end, the City specifically agrees to furnish to the Sheriff, through the Fairfield County Jail staff, a current telephone number or numbers and/or contact information for all such protected persons, at the time the inmate is brought to the Fairfield County Jail, the City shall update the information as any change becomes known. The Sheriff agrees that the Fairfield County Jail shall contact those victims and/or protected persons of any inmate pending release provided that a working telephone number has been furnished to the Sheriff, via his jail staff. In situations where no working telephone number is provided, the City shall be responsible for making the required notification to said victims and/or protected persons of an inmate's pending release upon being notified thereof by the Jail when such notification has been given to the victim and/or protected persons, and shall furnish the date and time of day said notification has been made. The City acknowledges that failure to comply with these notifications terms will result in the refusal by the Sheriff to accept as inmates those persons who have victims or other persons who are subject to release notification information, without voiding the entire contract altogether.
 13. This Agreement may be terminated by either party during its term for any reason, by giving the other party a minimum of ninety (90) days written notice.
 14. This Agreement shall be effective January 1, 2018, and terminate December 31, 2018, with the option to renew for additional one (1) year terms, upon mutual agreement of all of the parties.

This agreement entered into on behalf of the Board/the City (indicate which one) pursuant to Resolution/Ordinance Number 18-001 passed Feb 5, 2018

Any alteration of contract shall result in the contract being null and void.

The parties hereto, by their respective duly authorized officers; none hereto caused their names to be transcribed on the day first written above.

FAIRFIELD COUNTY BOARD OF COMMISSIONERS:



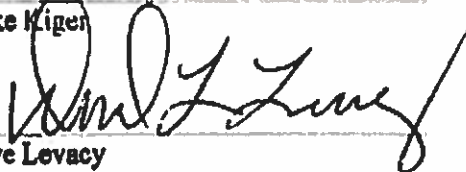
Steve Davis

1/23/18
Date

Absent

Mike Kiger

Date



Dave Levacy

1/23/18
Date

FAIRFIELD COUNTY SHERIFF



Dave Phalen

1/24/18
Date

CITY OF CANAL WINCHESTER



Mayor Michael Ebert

2-6-18
Date

APPROVED AS TO FORM:

R. Kyle Witt, Fairfield County Prosecutor

Date