

ORDINANCE NO. 2021-122


AN ORDINANCE AUTHORIZING THE MAYOR AND/OR SERVICE-SAFETY DIRECTOR OF THE CITY OF FINDLAY, OHIO, TO ENTER INTO A MEMORANDUM OF UNDERSTANDING FOR THE CONFINEMENT AND SUPPORT OF CITY OF FINDLAY OVERFLOW PRISONERS AS SET FORTH IN THE MEMORANDUM OF UNDERSTANDING HERETO ATTACHED AS EXHIBIT A, AND DECLARING AN EMERGENCY.

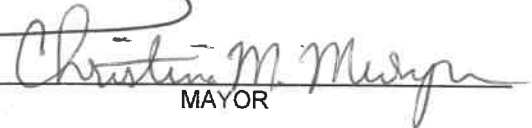
NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Findlay, State of Ohio, two-thirds (2/3) of all members elected thereto concurring:

SECTION 1: That the Mayor and/or Service-Safety Director of the City of Findlay, Ohio be and they are hereby authorized to enter into a Memorandum of Understanding (MOU) for the confinement and support of City of Findlay overflow prisoners as set forth in the MOU hereto as Exhibit A.

SECTION 2: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the inhabitants of the City of Findlay, Ohio, and for the further reason it is immediately necessary to enter into said MOU so that neighboring county incarceration facilities may assist the City of Findlay with the confinement and support of overflow prisoners at their facility.

WHEREFORE, this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.



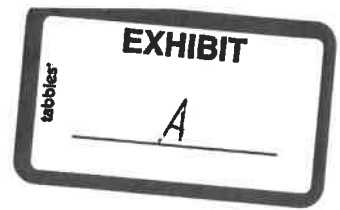
PRESIDENT OF COUNCIL


MAYOR

PASSED December 21, 2021

ATTEST Denise DeVoy
CLERK OF COUNCIL

APPROVED December 21, 2021



**MEMORANDUM OF UNDERSTANDING
FOR
PRISONER HOUSING**

This agreement is made and entered into this _____ day of _____ (month), _____ (year) by and between the City of Findlay, Ohio (hereinafter referred to as "CITY") and the Sheriff of _____ (neighboring County) County, Ohio (hereinafter referred to as "_____").

WHEREAS, the CITY has a need for confining and supporting all prisoners, which it is required by law, to confine and support by reason of sentence imposed upon them as a result of convictions or guilty pleas to charges of violations of any statute of the Ohio Revised Code, awaiting hearing for such violation, or awaiting trial for any such violation, and;

WHEREAS, _____ (neighboring County) owns and operates a jail and presently has other contractual arrangements for the confining and support of prisoners.

NOW THEREFORE, it is mutually agreed between the parties:

- 1) CITY agrees to send to _____ (neighboring County) and _____ (neighboring County) agrees to accept from CITY such prisoners, as CITY is unable to care for and to provide custody supervision, confinement and board for CITY's prisoners. CITY shall furnish all transportation for prisoners to and from the _____ (neighboring County jail facility) for any and all purposes.
- 2) CITY agrees to pay _____ (neighboring County) the sum of seventy dollars and no cents (\$70.00) per day, for male inmates and the sum of seventy dollars and no cents (\$70.00) per day for female inmates, as full compensation for receiving, supervising, confining and boarding each prisoner. Provided, however, that should the actual cost to _____ (neighboring County) exceed seventy dollars and no cents (\$70.00) per day by reason of having to confine such prisoner under the provisions of one of the collateral contractual arrangements of _____ (neighboring County), then CITY agrees to pay _____ (neighboring County) the actual cost incurred by _____ (neighboring County) under its contractual arrangements.
- 3) For the purpose of determining compensation to be paid, any calendar day or part thereof of confinement, shall constitute one day.

- 4) _____ (*neighboring County*) agrees to contact CITY as soon as the fact is known or as thereafter as possible when a non-emergency, routine, in-house, inmate medical health care, mental health care or dental health care need arises, prior to any service being provided. For those inmates on regular daily maintenance medication, the CITY will provide the _____ (*neighboring County*) with CITY's inmate's prescription medications for the duration of their stay in _____ (*neighboring County*).
- 5) CITY further agrees to remove said inmate, without delay, from _____ (*neighboring County*) when such need arises and return said inmate to CITY for delivery of said services.
- 6) In the event of an emergency, _____ (*neighboring County*) shall transport CITY's inmate to an emergency facility and shall notify CITY as soon as the fact is known or as soon thereafter as possible. Where hospital/emergency services are required for any such inmate, such services shall provide at the _____ (*skilled nursing facility*), Upper Sandusky, Ohio or any hospital deemed necessary by the _____ (*hospital*) _____ (*city*), Ohio.
- 7) City further agrees to pay or reimburse _____ (*neighboring County*) for any emergent expenses incurred in rendering or securing emergency medical or hospital treatments necessary for the care of CITY's inmate.
- 8) _____ (*neighboring County*) or his designee will only accept prisoner(s) that have been sentenced with no custodial disciplinary issues.
- 9) _____ (*neighboring County*) may reject or refuse to receive any prisoner who may afflicted with any contagious, infectious, or venereal disease having received any prisoner so effected, without knowledge thereof upon discovery such condition in any prisoner thereafter, _____ (*neighboring County*) may refuse to keep such prisoner thereafter following the notice to CITY and following receipt of such notice CITY agrees to remove said affected prisoner from the _____ (*neighboring County jail*) immediately.
- 10) _____ (*neighboring County*) may reject or refuse any prisoner who may be inflicted with a prior medical problem such as a contagious disease, mental condition, illness or injury that has not been treated prior to entry into the _____ (*neighboring County jail*).

- 11) _____ (*neighboring County*) shall have charge of the jail, and he/she or his/her designees shall exercise his/her discretion whereas he/she may refuse to receive any prisoner for any reason based upon current jail population, internal security conditions of the jail, or any other reason.
- 12) CITY shall reimburse _____ (*neighboring County*) for any and all damage to the _____ (*neighboring County jail*), its fixtures, appliances, equipment or other property owned by _____ (*neighboring County*), caused by CITY's prisoners, intentionally or negligently.
- 13) CITY shall have no obligation to reimburse _____ (*neighboring County*) for ordinary wear and tear to _____ (*neighboring County*) real and personal property or for any personal property or for any personal information to any of _____'s (*neighboring County*) officials, agents, or employees caused by CITY's prisoners.
- 14) Compensation for rendering of the services herein before described during each calendar month shall be paid by CITY on or before the 15th of each month.
- 15) This agreement shall be effective as of _____ (*month, day, year*) and will remain in effect for a period of one (1) year from the effective date.

Sheriff (*neighboring County*)
(*neighboring County*), Ohio

Christina L. Muryn
Mayor, Findlay, Ohio

Approved as to Form:

Donald J. Rasmussen
Law Director, City of Findlay

