

REQUESTED BY:
NOVAK

LAW DEPARTMENT
DRAFT NO. 0185

TITLE

AN ORDINANCE FOR THE PURPOSE OF
AUTHORIZING THE MAYOR AND THE DIRECTOR
OF PUBLIC SERVICE AND SAFETY TO ENTER INTO
AN AGREEMENT WITH THE BOARD OF TRUMBULL
COUNTY COMMISSIONERS RELATIVE TO THE
CITY'S CONTINUED USAGE OF THE TRUMBULL
COUNTY JAIL, AND DECLARING AN EMERGENCY.

ORDINANCE NO. 13067/2021

WHEREAS, the City of Warren and the Trumbull County Commissioners are in need of an agreement relative to the housing in the Trumbull County Jail of persons charged with violations of ordinances of the City of Warren; NOW THEREFORE

BE IT ORDAINED by the Council of the City of Warren, State of Ohio:

Section 1: That the City of Warren hereby obligates itself to an Agreement substantially similar to the proposed Agreement which is attached hereto as "EXHIBIT A". Said "EXHIBIT A" be, and the same hereby is, incorporated herein, for all purposes, as if fully rewritten herein.

Section 2: That the Mayor and the Director of Public Service and Safety be, and hereby are, authorized to execute, for and on behalf of the City of Warren and with the intent that the City of Warren be bound thereby, an Agreement substantially similar to the proposed Agreement which is attached hereto as "EXHIBIT A".

Section 3: That the funds to pay for said Agreement shall come from Account No. 100-010-530-000 Contracted Services.

Section 4: That any such Agreement shall first be approved by the Law Director, and the City Auditor be, and hereby is, authorized to disburse said funds upon receipt of proper vouchers, signed by the proper persons, for the stated purpose and for no other purpose.

Section 5: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, welfare and safety, and for the further reason that the safe and secure housing of prisoners of the City of Warren may continue without undue disruption. WHEREFORE, this Ordinance shall go into immediate effect.

Passed in Council this 27TH day of OCTOBER, 2021.

SIGNED: [Signature]

PRESIDENT OF COUNCIL

ATTEST: [Signature]

CLERK

FILED WITH THE MAYOR: 10-27-2021

DATE APPROVED: 10-27-2021

[Signature]
MAYOR, CITY OF WARREN, OHIO

**Exhibit A to
Draft No. 0185**

AGREEMENT

This Agreement is made and entered into by and between the Board of Trumbull County Commissioners, hereinafter referred to as "County" and the City of Warren, Ohio, hereinafter referred to as "City."

WHEREAS Trumbull County owns and operates a multi-jurisdictional minimum security misdemeanor and full service jail; and

WHEREAS Warren City desires to send persons charged with or convicted of violations of the ordinances of the City of Warren, Ohio to the County for commitment in the Trumbull County Jail; and

WHEREAS the County passed a resolution on April 4, 1996 authorizing the County to execute a similar subsequent Agreement; and

WHEREAS the County passed a resolution on June 6, 2012 to concur with the Trumbull County Sheriff for the authority of the Sheriff to enter into a new Agreement with the City; and

WHEREAS the City passed Ordinance No. _____ on _____, 2021 authorizing the mayor to execute this Agreement on behalf of the City.

THEREFORE, in consideration of the foregoing, and of the mutual agreements hereinafter set forth, the parties hereby agree for themselves and their respective successors and assigns, as follows:

1. The County shall receive able-bodied adult City prisoners and keep, board, and maintain City prisoners in the Trumbull County Jail in its present location or where it shall be located in the future. The County Sheriff, in his sole discretion, shall retain the authority to refuse to accept or to release any City prisoner when, in his judgment, such act is necessary in order to comply with any order of a court of competent jurisdiction or to meet the requirements of minimum standards for jails promulgated by the Ohio Department of Rehabilitation and Correction.
2. In exchange for these services, the City shall pay to the County the sum of thirty-seven thousand five hundred dollars (\$37,500.00) per month, in accordance with the following terms and conditions:
 - a. This cost is subject to annual review and modification by agreement of the parties. The cost shall be based on the following items: staffing levels, inmate medical, inmate dental, inmate health expenses, inmate food and laundry, utilities, and maintenance costs. In addition, the following items' share of the Sheriff's Annual Operating Budget, but only as they apply to the operation of the jail and relate to costs or. Services provided to City prisoners: Employee uniforms, office supplies, motor vehicle fuel and repairs, postage, security equipment, general equipment, professional contract service, training, professional liability, property and vehicle

insurance, bonding, travel, and any other expenses reasonably related to complying with any order of a court of competent jurisdiction or meeting the requirements of minimum standards for jails promulgated by the Ohio Department of Rehabilitation and Correction.

- b. Each month, the County shall submit an invoice to the City for the total monthly charge as described in this Agreement. The City shall pay such invoices within thirty (30) days of receipt.
 - c. The County shall pay all necessary medical expenses incurred by each booked City prisoner.
 - d. In the event that it is necessary to provide for the guarding of a City prisoner requiring medical attention outside of the Trumbull County Jail, the Trumbull County Sheriff and the City Chief of Police shall take all reasonable steps to limit the security cost of such guarding.
 - c. In the event of death of an indigent City prisoner, the City shall be liable for the costs of the burial.
3. This paragraph intentionally omitted.
4. The County reserves the right to reject and refuse a City prisoner who, in the opinion of the Trumbull County Jail physician, is infected with any contagious, infectious, or venereal disease or diseases, either at the time of original entry or upon discovery of such conditions after entry, provided that such actions do not violate the comprehensive AIDS Bill.
5. The County shall maintain, support, and keep safe City prisoners in the same manner and conditions as its own prisoners. The County shall use diligence and care in preventing the escape of any City prisoners, and shall make diligent efforts in recovering and returning any escaped City prisoner to the Trumbull County Jail but shall not be under any obligation to recover and return any escaped City prisoner from outside the corporate limits of the city of Warren, Ohio.
6. The County shall maintain and support any City prisoner whose confinement extends beyond the term of this Agreement, upon the same terms and conditions herein stated, unless said terms and conditions are modified by a new Agreement. The County reserves the right to cease, upon ninety (90) days' notice of its intent to do so, to receive any City prisoner at the Trumbull County Jail at the end of the term of this Agreement.

7. The term of this Agreement shall be two (2) years, from January 1, _____ through and including December 31, _____. The Agreement shall also be renewable upon written request of all parties. This Agreement may be terminated by either party with ninety (90) days written notice, or modified by a joint agreement of both parties by duly authorized written Agreement signed by the parties hereto.
8. "City prisoner" shall be defined as any prisoner accepted for booking or judicially ordered or sentenced to incarceration in the Trumbull County Jail for violation of ordinances of the City, and not otherwise held under charges constituting a felony under state law, whether convicted or only held prior to making bond on such felony charges.
9. The City remains responsible for the transportation of City prisoners to City Courts.
10. The method of dispute resolution concerning this Agreement shall be in a manner determined by mutual agreement of the Warren City Law Director and the Trumbull County Prosecutor.

**AGREEMENT
WITH COUNTY OF TRUMBULL
FOR SPACE IN COUNTY JAIL**

(SIGNATURE PAGE – CITY AUDITOR)

ORDINANCE NO. _____

I hereby certify that the money for the City's share is in the Treasury to the credit of the proper fund and not appropriated for any other purpose.

Vincent S. Flask, City Auditor

Dated at Warren, Ohio this _____ day of _____, 20_____.

This Agreement is hereby executed this _____ day of _____,
20 _____, and shall have an effective date of _____, AD 20 _____.

BOARD OF COUNTY COMMISSIONERS OF
TRUMBULL COUNTY, OHIO

Mauro Cantalamessa, Commissioner

WITNESSES FOR
TRUMBULL COUNTY

Frank S. Fuda, Commissioner

Niki Frenchko, Commissioner

Paul Monroe, Trumbull County Sheriff

William D. Franklin, Mayor
City of Warren, Ohio

WITNESSES FOR THE
CITY OF WARREN

Eddie Colbert, Director of
Public Service & Safety

*APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Atty. Enzo C. Cantalamessa, Law Director for
City of Warren, Ohio

TRUMBULL COUNTY PROSECUTOR