

ORDINANCE NO. 91-100 AC CMS

AN ORDINANCE AUTHORIZING AND APPROVING AN INCREASE IN THE PER DIEM RATE FROM \$50 TO \$70 FOR THE INCARCERATION OF PRISONERS AT THE LORAIN COUNTY CORRECTIONAL FACILITY FOR PRISONERS ADMITTED TO SAID FACILITY BY THE CITY OF OBERLIN AND CHARGED UNDER MUNICIPAL LAWS AND ORDINANCES

BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, a majority of all members elected thereto concurring:


SECTION 1. That the proposed agreement between the City of Oberlin and the Board of Commissioners of Lorain County, Ohio, a copy being attached hereto, marked "Exhibit A", and incorporated herein by reference, which increases the per diem fee from \$50 to \$70 for the incarceration of prisoners at the Lorain County Correctional Facility for prisoners admitted to said facility by the City of Oberlin, Ohio, and charged under municipal laws and ordinances, is hereby approved, and the City Manager is hereby authorized and directed to execute same on behalf of the City.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this ordinance shall take effect at the earliest date allowed by law.

PASSED: 1st Reading - December 16, 1991 (Emergency)  
2nd Reading -  
3rd Reading -

ATTEST:

  
CLERK OF COUNCIL

  
CHAIRMAN OF COUNCIL

POSTED: December 18, 1991

EFFECTIVE DATE: December 16, 1991

LORAIN COUNTY CORRECTION FACILITY CONTRACT  
FOR VIOLATION OF ORDINANCE

This contract made in pursuance of the Laws of the State of Ohio by and between the

City of Oberlin, Lorain, Ohio, hereafter called City, and the Board of County Commissioners of Lorain County, Ohio, hereafter called County, WITNESSETH:

WHEREAS, the City of Oberlin has limited quarters and facilities for the housing of persons committed for the violation of its Municipal Ordinances and for those committed for the non-payment of fines assessed; and

WHEREAS, it is therefore necessary to confine certain of its prisoners in the Lorain County Correctional Facility.

NOW, THEREFORE, it is mutually agreed between the parties hereto:

1. That said County shall receive and safely keep, board, and maintain in the County Correctional Facility of Lorain County, during the time of their sentence any persons sentenced, or committed by the Police, Municipal Court or Mayor's Court of the City of Oberlin.

2. That the City shall pay monthly to said County for every person so sentenced and confined in the County Correctional Facility a uniform rate of Seventy Dollars (\$70.00) per day for board, clothing, and incidentals during said confinement and commitment therein. Any expense incurred for medical or dental services shall be charged separately as required, and shall be paid monthly by said City. In the event hospitalization is required for any prisoner committed to the Lorain County Correctional Facility under the terms of this agreement security shall be at the expense of the City.
3. That all persons committed to the Correctional Facility of Lorain County of said City of Oberlin, shall be held subject to the rules, regulations and discipline of said Correctional Facility the same as other convicts therein detained.
4. Itemized statements showing the amount due from the City on account of prisoners held in the County Correctional Facility under this contract shall be presented to said City by the County as furnished by the Sheriff of Lorain County, Ohio, on or about the first day of each and every month and payments thereof shall be made by said City during the month in which said statement is presented.
5. It is mutually agreed by the parties hereto that should either party for any reason desire to cancel this agreement that the same may be canceled after giving ninety (90) days notice in writing to the other party of the intention to cancel this said contract.
6. This agreement shall become effective January 1, 1992.

IN WITNESS WHEREOF, we have hereto set our hands  
and affixed the official seal this 23rd day  
of December, 1991.

Attest: Julie A. Simonson

Approved as to form: Eric Severs FOR THE VILLAGE OR CITY  
Eric Severs  
City Solicitor

By Deborah Kemble  
City Manager  
Title

Attest: Roxanne Blair

FOR THE COUNTY OF LORAIN

By Mary J. Vasi  
Herbert J. Fairby  
E. C. Blaw