RECORD OF RESOLUTIONS

Resolution No. 2026-16R *Passed* November 3 *20* 26

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH FAIRFIELD COUNTY FOR THE HOUSING OF PRISONERS IN THE FAIRFIELD COUNTY JAIL

WHEREAS, the City of Pickerington does not have a jail within its municipal limits and, from time to time, requires prisoners to be housed under court order or while awaiting a trial and who have not posted bond; and

WHEREAS, Ohio R.C. 753.02 and 341.23 permit a municipality to contract with a county for the provision of such services; and

WHEREAS, the City and County desire into a contract for the provision of these services in a form substantially similar to the attached Exhibit A; and

WHEREAS, Council finds it is in the best interest of the City to approve the execution of the Agreement with Fairfield County for the provision of such services.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PICKERINGTON, FAIRFIELD-FRANKLIN COUNTIES, OHIO, A MAJORITY OF ITS MEMEBERS CONCURRING:

Section 1: The Pickerington City Council hereby authorizes the City Manager to execute the agreement attached as Exhibit A to facilitate the provision of jail services .

Section 2: This Resolution shall take effect and be in force from the earliest date permitted by law.

APPROVED BY: _____
Lee A. Gray, Mayor

DATE OF APPROVAL: November 3, 2026

EFFECTIVE DATE: November 3, 2026

ATTEST: _____
Heather Moore, City Clerk

SPONSOR: **CONSENT AGENDA**

APPROVED AS TO FORM
AND LEGALITY OF PURPOSE: _____
Philip K. Hartmann, Law Director

Exhibit A

CONTRACT FOR HOUSING PRISONERS IN THE FAIRFIELD COUNTY JAIL BETWEEN FAIRFIELD COUNTY AND THE CITY OF PICKERINGTON

WHEREAS, this contract is made this day of_____ , 2026, 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 Pickerington, located at 100 Lockville Road, Pickerington, OH 43147, 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 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 are 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 agree as follows:

1. The Board and the Sheriff shall receive, keep, board and safely maintain in the Fairfield County Jail the following persons, subject to the following conditions:

    a. All persons arrested in the City by the Pickerington Police Department for violation of the City's municipal ordinances from arrest through termination of any jail sentences imposed for that violation except as provided in paragraphs 4 through 9 below.

    b. Persons incarcerated pursuant to subparagraph a. above shall be designated as Pickerington Prisoners in this contract.

2. The City shall pay to the Sheriff the rate of one hundred seven dollars and no cents ($107.00) per twenty-four (24) hour day for each person incarcerated in the

Fairfield County Jail under Paragraph 1 for the period of September 1, 2026 to August 31, 2027.

3. The Sheriff agrees to hold no more than 10 Pickerington Prisoners at a time in the Fairfield County Jail during the term of the Agreement. Of the 10 Pickerington Prisoners that the Sheriff may receive, only 3 of those Pickerington Prisoners can be female.

4. Pickerington 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.

5. The Sheriff reserves the right to reject and refuse to receive any Pickerington Prisoners who may be afflicted with a prior medical problem, afflicted with any contagious, infectious, sexually transmitted 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.

6. Sheriff, in his sole discretion, may unilaterally refuse to receive or return any Pickerington Prisoner(s) based upon current jail population, internal security conditions of the jail, or any other reason that the Sheriff deems pertinent at the time. If the Sheriff opts to return or reject Pickerington Prisoner(s) for any reason, the Sheriff shall give verbal or electronic notice to the City, and the City shall have no more than 24 hours to arrange for the pick-up and placement of the returned/rejected Pickerington Prisoner(s).

7. The City agrees to pay for any and all medical, surgical, dental, or ophthalmology expenses incurred on behalf of a Pickerington Prisoner including doctor's fees, hospital charges, and prescription costs.

8. The Sheriff shall transport and provide security any time a Pickerington Prisoner must leave the Fairfield County Jail for a medically necessary reason. If a Pickerington Prisoner is admitted for hospitalization while in the Sheriff's custody, the City shall be responsible to provide security for that prisoner while the Pickerington Prisoner is hospitalized. If the Sheriff, via his deputies transports a Pickerington Prisoner to and from the Fairfield County Jail under this Agreement, the Sheriff shall submit the mileage to the City for reimbursement as permitted under R.C. 341.23(C).

9. If a Pickerington Prisoner(s) is in the Sheriff's custody and is subject to any type of video proceedings in Pickerington Mayor's Court, the Sheriff agrees to make that Pickerington Prisoner available virtually for that appearance.

10. The City shall bear the expense of the burial of Pickerington Prisoner who dies in the Fairfield County Jail, if the body is not claimed for interment at the expense of friends or relatives.

11. No person under eighteen (18) years of age shall be received from the City.

12. The Sheriff shall provide an itemized statement of the amount due each month for housing Pickerington Prisoners. Payment shall be made by the City to the Sheriff within (30) days of the date of the statement. The Sheriff may refuse to accept prisoners if timely payment is not made by the City.

13. The City agrees that during the period of time this contract covers, 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 the Fairfield County Commissioners, Fairfield County Courts, and the Ohio Department of Rehabilitation and Corrections.

13. The parties to this contract agree that notice is to 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. The City shall contact those victims and/or protected persons of any inmate pending release.

14. If a Pickerington Prisoner who has been convicted of or pleaded guilty to an offense and is incarcerated at the Fairfield County Jail, the Sheriff may cause the convicted Pickerington Prisoner to be examined and tested, at the time of reception and at other times, for tuberculosis, HIV infection, hepatitis, including but not limited to hepatitis A, B, and C, and other contagious diseases. The Sheriff may cause a convicted Pickerington Prisoner in the Fairfield County Jail who refuses to be tested or treated for tuberculosis, HIV infection, hepatitis, including but not limited to hepatitis A, B, and C, or another contagious disease to be tested and treated involuntarily.

15. Pursuant to the Prison Rape Elimination Act of 2003, 34 U.S.C. § 30301 et seq., and the implementing standards set forth in 28 C.F.R. Part 115, the Sheriff operates the Fairfield County Jail pursuant to applicable PREA standards and maintains a zero-tolerance policy for sexual abuse, sexual harassment, and retaliation. By entering into this Agreement, the City agrees to the following:

a) **Acknowledgment of PREA Compliance**
The City recognizes and accepts that all inmates housed under this Agreement shall be subject to the Sheriff's PREA-compliant policies, procedures, classifications, screening processes, housing determinations, and investigative protocols.

b) **Mandatory Information Disclosure**
The City shall provide, at or prior to the time of transfer, all relevant and available information necessary for PREA screening and classification, including but not limited to known history of sexual victimization, sexually abusive behavior, sexual orientation/identification status (if known), and/or any other risk factors as defined under PREA standards, to the extent that the City is permitted to share that information by law. If the City has the aforementioned information and is permitted to share but fails to do so, the City's failure to provide such information may result in Sheriff's refusal to house the inmate. At which time the inmate shall be returned to the City.

c) **Reporting Obligation**
The City shall immediately report to the Sheriff any allegation, knowledge, suspicion, or information regarding sexual abuse, sexual harassment, or retaliation involving any inmate transferred under this Agreement, regardless of when or where the alleged conduct occurred.

d) **Investigative Authority**
The City acknowledges that the Sheriff retains sole authority to conduct administrative investigations of alleged sexual abuse or sexual harassment occurring within the Fairfield County Jail. The City agrees to cooperate fully with any such investigation, including providing records, statements, or access to personnel as reasonably requested.

e) **Compliance of City Personnel**
Any employee, agent, or representative of the City entering the Fairfield County Jail shall comply with all Fairfield Sheriff's Office's PREA policies, including standards governing professional conduct, inmate interaction, and reporting requirements. The Sheriff reserves the right to deny or revoke access to the facility for any employee, agent, or representative of the City who fails to comply with the the Sheriff's PREA policies.

f) **Non-Retaliation**
The City agrees that no inmate or staff member shall be subjected to retaliation for reporting PREA-related incidents and shall cooperate with any monitoring or protective measures implemented by the Sheriff.

g) **Material Breach**
Failure of the City to comply with the provisions of this section shall constitute a material breach of this Agreement and may result in immediate suspension or termination of inmate housing services, in addition to any other remedies available under law or equity.

16. This Agreement may be terminated during for any reason, by the terminating party giving the other parties a minimum of ninety (90) days written notice.

17. This Agreement shall be effective once it is duly executed by all of the stated parties and will terminate August 31, 2027. Upon the conclusion of the stated contract term, the Sheriff and the County have the option to renew this Agreement for additional one (1) year terms with the City of Pickerington.

This agreement entered into on behalf of the City pursuant to Resolution/Ordinance Number ____passed on _____, __ 2026

Any alteration of contract must be executed via a fully executed written amendment agreed upon by all of the parties.

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 _____ Date

Jeff Fix _____ Date

Dave Levacy _____ Date

FAIRFIELD COUNTY SHERIFF

Alex Lape _____ Date

CITY OF PICKERINGTON

Greg Butcher, City Manager 11/5/26 Date

APPROVED AS TO FORM:

Fairfield County Prosecutor's Office _____ Date

City of Pickerington Law Director 11/5/26 Date