



Ohio Revised Code

Section 311.29 Contracts for police services.

Effective: September 29, 2011

Legislation: House Bill 153 - 129th General Assembly

(A) As used in this section, "Chautauqua assembly" has the same meaning as in section 4511.90 of the Revised Code.

(B) The sheriff may, from time to time, enter into contracts with any municipal corporation, township, township police district, joint police district, metropolitan housing authority, port authority, water or sewer district, school district, library district, health district, park district created pursuant to section 511.18 or 1545.01 of the Revised Code, soil and water conservation district, water conservancy district, or other taxing district or with the board of county commissioners of any contiguous county with the concurrence of the sheriff of the other county, and such subdivisions, authorities, and counties may enter into agreements with the sheriff pursuant to which the sheriff undertakes and is authorized by the contracting subdivision, authority, or county to perform any police function, exercise any police power, or render any police service in behalf of the contracting subdivision, authority, or county, or its legislative authority, that the subdivision, authority, or county, or its legislative authority, may perform, exercise, or render.

Upon the execution of an agreement under this division and within the limitations prescribed by it, the sheriff may exercise the same powers as the contracting subdivision, authority, or county possesses with respect to such policing that by the agreement the sheriff undertakes to perform or render, and all powers necessary or incidental thereto, as amply as such powers are possessed and exercised by the contracting subdivision, authority, or county directly.

Any agreement authorized by division (A), (B), or (C) of this section shall not suspend the possession by a contracting subdivision, authority, or county of any police power performed or exercised or police service rendered in pursuance to the agreement nor limit the authority of the sheriff.

(C) The sheriff may enter into contracts with any Chautauqua assembly that has grounds located within the county, and the Chautauqua assembly may enter into agreements with the sheriff



pursuant to which the sheriff undertakes to perform any police function, exercise any police power, or render any police service upon the grounds of the Chautauqua assembly that the sheriff is authorized by law to perform, exercise, or render in any other part of the county within the sheriff's territorial jurisdiction. Upon the execution of an agreement under this division, the sheriff may, within the limitations prescribed by the agreement, exercise such powers with respect to such policing upon the grounds of the Chautauqua assembly, provided that any limitation contained in the agreement shall not be construed to limit the authority of the sheriff.

(D) Contracts entered into under division (A), (B), or (C) of this section shall provide for the reimbursement of the county for the costs incurred by the sheriff for such policing including, but not limited to, the salaries of deputy sheriffs assigned to such policing, the current costs of funding retirement pensions and of providing workers' compensation, the cost of training, and the cost of equipment and supplies used in such policing, to the extent that such equipment and supplies are not directly furnished by the contracting subdivision, authority, county, or Chautauqua assembly. Each such contract shall provide for the ascertainment of such costs and shall be of any duration, not in excess of four years, and may contain any other terms that may be agreed upon. All payments pursuant to any such contract in reimbursement of the costs of such policing shall be made to the treasurer of the county to be credited to a special fund to be known as the "sheriff's policing revolving fund," hereby created. Any moneys coming into the fund shall be used for the purposes provided in divisions (A) to (D) of this section and paid out on vouchers by the county commissioners as other funds coming into their possession. Any moneys credited to the fund and not obligated at the termination of the contract shall be credited to the county general fund.

The sheriff shall assign the number of deputies as may be provided for in any contract made pursuant to division (A), (B), or (C) of this section. The number of deputies regularly assigned to such policing shall be in addition to and an enlargement of the sheriff's regular number of deputies. Nothing in divisions (A) to (D) of this section shall preclude the sheriff from temporarily increasing or decreasing the deputies so assigned as emergencies indicate a need for shifting assignments to the extent provided by the contracts.

All such deputies shall have the same powers and duties, the same qualifications, and be appointed and paid and receive the same benefits and provisions and be governed by the same laws as all other deputy sheriffs.



Contracts under division (A), (B), or (C) of this section may be entered into jointly with the board of county commissioners, and sections 307.14 to 307.19 of the Revised Code apply to this section insofar as they may be applicable.

(E)(1) As used in division (E) of this section:

(a) "Ohio prisoner" has the same meaning as in section 5120.64 of the Revised Code.

(b) "Out-of-state prisoner" and "private contractor" have the same meanings as in section 9.07 of the Revised Code.

(2) The sheriff may enter into a contract with a private person or entity for the return of Ohio prisoners who are the responsibility of the sheriff from outside of this state to a location in this state specified by the sheriff, if there are adequate funds appropriated by the board of county commissioners and there is a certification pursuant to division (D) of section 5705.41 of the Revised Code that the funds are available for this purpose. A contract entered into under this division is within the coverage of section 325.07 of the Revised Code. If a sheriff enters into a contract as described in this division, subject to division (E)(3) of this section, the private person or entity in accordance with the contract may return Ohio prisoners from outside of this state to locations in this state specified by the sheriff. A contract entered into under this division shall include all of the following:

(a) Specific provisions that assign the responsibility for costs related to medical care of prisoners while they are being returned that is not covered by insurance of the private person or entity;

(b) Specific provisions that set forth the number of days, not exceeding ten, within which the private person or entity, after it receives the prisoner in the other state, must deliver the prisoner to the location in this state specified by the sheriff, subject to the exceptions adopted as described in division (E)(2)(c) of this section;

(c) Any exceptions to the specified number of days for delivery specified as described in division (E)(2)(b) of this section;



- (d) A requirement that the private person or entity immediately report all escapes of prisoners who are being returned to this state, and the apprehension of all prisoners who are being returned and who have escaped, to the sheriff and to the local law enforcement agency of this state or another state that has jurisdiction over the place at which the escape occurs;
- (e) A schedule of fines that the sheriff shall impose upon the private person or entity if the private person or entity fails to perform its contractual duties, and a requirement that, if the private person or entity fails to perform its contractual duties, the sheriff shall impose a fine on the private person or entity from the schedule of fines and, in addition, may exercise any other rights the sheriff has under the contract.
- (f) If the contract is entered into on or after the effective date of the rules adopted by the department of rehabilitation and correction under section 5120.64 of the Revised Code, specific provisions that comport with all applicable standards that are contained in those rules.
- (3) If the private person or entity that enters into the contract fails to perform its contractual duties, the sheriff shall impose upon the private person or entity a fine from the schedule, the money paid in satisfaction of the fine shall be paid into the county treasury, and the sheriff may exercise any other rights the sheriff has under the contract. If a fine is imposed under this division, the sheriff may reduce the payment owed to the private person or entity pursuant to any invoice in the amount of the fine.
- (4) Upon the effective date of the rules adopted by the department of rehabilitation and correction under section 5120.64 of the Revised Code, notwithstanding the existence of a contract entered into under division (E)(2) of this section, in no case shall the private person or entity that is a party to the contract return Ohio prisoners from outside of this state into this state for a sheriff unless the private person or entity complies with all applicable standards that are contained in the rules.
- (5) Divisions (E)(1) to (4) of this section do not apply regarding any out-of-state prisoner who is brought into this state to be housed pursuant to section 9.07 of the Revised Code in a correctional facility in this state that is managed and operated by a private contractor.