

**RESOLUTION NO. R39 -2009**

**A RESOLUTION AMENDING RESOLUTION NO. R31-2009, AUTHORIZING JOSEPH J. DENEN, CITY MANAGER, TO ENTER INTO AN AGREEMENT WITH FAYETTE COUNTY FOR THE CONFINEMENT OF PRISONERS.**

**WHEREAS**, City of Washington Court House must house prisoners as a result of being charged and/or convicted of criminal activity within the City, and;

**WHEREAS**, Fayette County is willing to house prisoners for the City, and;

**WHEREAS**, the Council of the City of Washington Court House, after careful consideration and thought, believes that an Agreement with Fayette County to house prisoners is in the best interest of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WASHINGTON COURT HOUSE, FAYETTE COUNTY, OHIO:**

**SECTION I.** Joseph J. Denen, City Manager is granted authority to enter into the Agreement with Fayette County for housing prisoners pursuant to the terms espoused hereinafter.

**AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between the City of Washington Court House, hereinafter referred to as "**the City**" and **The Board of County Commissioners**, Fayette County, Ohio hereinafter referred to as "County".

**WITNESSETH:**

The City will send to County, for commitment in the Fayette County Jail, prisoners of the City receiving sentences of commitment to the Fayette County Jail from a Court of jurisdiction, which prisoners the City is required by law to maintain and support during the period of confinement imposed upon such prisoners. Prisoners may also be accepted for confinement before pre-trial hearings.

1. The City shall pay County pursuant to the following:
  - a. Beginning July1, 2009 through December 31, 2009, the daily rate shall be \$55.00.
  - b. January 1, 2010 through December 31, 2010, the daily rate shall be \$57.50.
  - c. January 1, 2011 through December 31, 2012, the daily shall be \$60.00.
2. The City will pay one half (1/2) of the total yearly maintenance contract for the Livescan machine. Said amount to be billed and paid monthly in addition to the normal city prisoner bill.
3. A prisoner day, as used herein, shall mean any twenty-four (24) hour period commencing at 12 midnight and extending to the following midnight or any portion of such twenty-four hour period.

4. Pre-trial prisoners charged under state statute shall be charged the per diem rate until their initial court appearance not to exceed 5 days.
5. County will accept both sentenced and un-sentenced prisoners but will not accept anyone on a minor misdemeanor charge.
6. County will not accept an unconscious prisoner. Prisoner will need to be medically cleared before acceptance. The City must provide documentation from a doctor or hospital.
  - a. City prisoners with obvious physical injury must be medically cleared before acceptance. Documentation from doctor or hospital must accompany prisoner.
7. Payments shall be made by the City to the County as follows:
  - a. Payments shall be made to the County for each calendar month after receipt by the City of a monthly statement from the County. Payments shall be made within thirty (30) days after date of the monthly statement.
  - b. The City shall pay all costs and be responsible for transporting its prisoners to and from the Fayette County Jail for Court hearings, medical appointments and any other circumstances that may arise.
    1. County will provide the City transport for Court hearings, medical appointments and any other circumstances that may arise at a cost of \$25.00 per hour with a minimum of 2 hours.
8. The City shall indemnify and save harmless, the County from any costs or expenses of emergency medical and dental treatment or services for a City prisoner.
  - a. Whenever a City prisoner requires medical appliances such as eyeglasses, trusses, braces or similar items, County shall first obtain written authorization before procuring said items. County shall immediately notify the City of the removal of a City prisoner to a hospital for emergency care. Payment for all hospital care and services incident thereto shall be the responsibility of the City.
  - b. The City shall be responsible for guarding City prisoners for the duration of the prisoner's stay in the hospital.
    1. County will provide hospital security at a cost of \$25.00 per hour with a minimum of 2 hours.
  - c. The City shall be responsible for transporting prisoners back to the jail after release from the hospital.
  - d. The City shall utilize the County contracted medical services for inmates being housed in the Fayette County Jail. See attached fee schedule for medical related costs.

e. The City shall designate pharmacies, which will provide any needed prescription medications for City prisoners. Payment for prescription medications shall be the responsibility of the City.

1. The County will provide all non-prescription medications at no cost to the City.

9. The City shall indemnify and save harmless County from the payment of all expenses of burial of a deceased indigent City prisoner at the Fayette County Jail.

10. County reserves the right to reject and refuse any City prisoner due to overcrowded conditions.

11. County shall maintain, support and safely keep City prisoners in the same manner and condition as its own prisoners. The County shall use diligence and care in preventing the escape of any City prisoner. The County shall make diligent efforts within the territorial limits of Fayette County in recovering and returning escaped City prisoners to the Fayette County Jail. The County shall not be under any obligation to recover and return any escaped City prisoner from outside the territorial limits of Fayette County, before an indictment of escape.

12. County shall maintain and support any City prisoner whose confinement extends beyond the term of this agreement, consistent with conditions of this agreement or any subsequent written agreement between the parties that supersedes this agreement. County reserves the right to cease to receive any City prisoner at the Fayette County Jail at the end of the term of this agreement. The City may request a continuance of the terms of the agreement, not to exceed thirty (30) days pending negotiation of a new agreement. At the end of thirty (30) days if an agreement is not reached, the City will pay an amount to be set by the county and made retroactive to July 1st of the current year.

13. The City shall be responsible for transportation of prisoners to and from Court prior to sentencing if charged under State Code up to the 5-day limit. The City shall be responsible for the transportation of prisoners to and from Court for all Court proceedings if charged under Municipal ordinances.

14. Chemical contamination, O.C. (pepper spray), mace: The City personnel shall be responsible for decontamination.

a. The City may use County jail shower room or garage wash bay for the decontamination process.

15. City services may request workers for community work projects and/or car washing. Prisoners must be signed out, monitored, and signed back into the jail.

16. County will provide all meals to City prisoners. County will provide all indigent City prisoners with required person hygiene items. County will provide all laundry services.

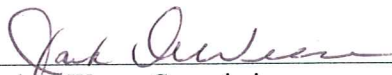
17. This agreement may be terminated by mutual agreement of the parties hereto.

**Medical Fee Schedule**

- 1. When a City prisoner requests to see jail doctor, a Corrections Officer shall complete a medical request form. The medical request form will be faxed to the City for their notification only.
  - a. Initial physical evaluation as required by BAD standards are exempt from fees.
- 2. County has an established medical co-payment fee. City prisoners shall be required to participate.
  - a. When a City prisoner requests to see the County doctor, the County will first try to collect the co-payment fee from the prisoner's commissary account. The amount of the co-payment fee collected will be deducted from the City's monthly bill.
  - b. No prisoner of the Fayette County Jail will be denied medical care due to the inability pay the prisoner co-payment fee. Medical care will be provided regardless.

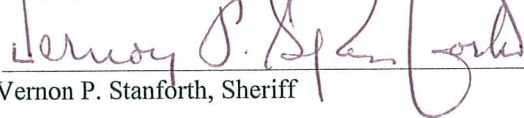
**IN TESTIMONY WHEREOF**, the parties have set their hands to this Agreement on the dates following their signatures.

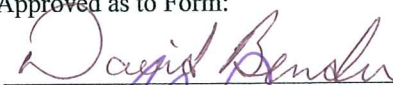
 11/09/09  
 Bob Peterson, Commissioner Date

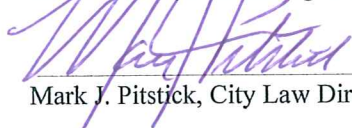
 11/09/09  
 Jack DeWeese, Commissioner Date

ABSENT  
 \_\_\_\_\_  
 Tony Anderson, Commissioner Date

 11/19/09  
 Joseph Deneen, City Manger Date

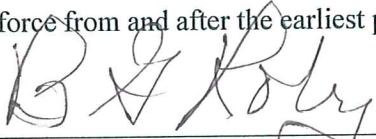
 11-17-09  
 Vernon P. Stanforth, Sheriff Date

Approved as to Form:  
 11-16-09  
 David Bender, Prosecuting Attorney Date

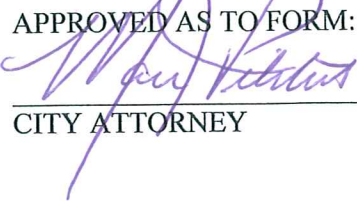
 Oct 30, 2009  
 Mark J. Pitstick, City Law Director Date

**SECTION II.** That this Resolution shall take effect and be in full force from and after the earliest period permitted by law.

ADOPTED: October 29, 2009

  
 CHAIRPERSON TO COUNCIL

ATTEST:  
  
 CLERK TO COUNCIL

APPROVED AS TO FORM:  
  
 CITY ATTORNEY