

## RESOLUTION NO. R21-2005

### **A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH FAYETTE COUNTY FOR 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.** The City Manager is granted authority to enter into the Agreement with Fayette County for housing prisoner 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 the sum of \$55.00 per prisoner day for each City prisoner sent to the Fayette County Jail from July 1, 2005 to and including June 30, 2006.
2. A prisoner day, as used herein, shall mean any twenty-four (24) hour period commencing at 12 mid-night and extending to the following mid-night or any portion of such twenty-four hour period.
  - a. City prisoners held in their temporary holding facility pending their release via summons or bond, may be processed (fingerprinting via LiveScan) at no charge.

3. Pre-trial prisoners charged under state statute shall be charged the per diem rate until their initial court appearance not to exceed 5 days.
4. County will accept both sentenced and un-sentenced prisoners but will not accept anyone on a minor misdemeanor charge.
5. 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.
6. Payments shall be made by the City to County as follows:
  - a. Payments shall be made to 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.
7. 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 prisoner's stay in the hospital.
    1. County will provide hospital security at a cost of \$25.00 per hour with a minimum 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 costs to the City.
8. 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.
9. County reserves the right to reject and refuse any City prisoner due to over crowded conditions.
10. 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.
11. 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 pending negotiation of a new agreement.
12. The City shall be responsible for the 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.
  - a. County will provide City prisoner transport at a cost of \$25.00 per hour, with a minimum of 2 hours.
13. 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.

14. City services may request workers for community work projects. The City will give 2-hour notice for requested workers. Workers will be provided if available.
  - a. If the City has a special project scheduled and gives prior notice, all requested workers will be provided, if available.
  - b. County will provide workers to wash City police vehicles.
    1. City police vehicles may be washed during the following hours. 0730-1030, 1130-1630, 1730-2230.
    2. The City may drop off police vehicles for washing. If a vehicle is left, a key to vehicle shall be left with the Corrections Staff in case the vehicle needs to be moved.
    3. County will provide wash bay, water and prisoner workers.
    4. City will provide car wash soap, brushes and other car wash sundry items as needed.
15. County will provide all meals to City prisoners. County will provide all indigent City prisoners with required personal hygiene items. County will provide all laundry services.
16. This agreement may be terminated by mutual agreement of the parties hereto.

### **Medical Fee Schedule**

1. When a City prisoner requests to see the 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 evaluations 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.

3. No prisoner of the Fayette County Jail will be denied medical care due to the inability to 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.

Bob Peterson 7/5/05  
Bob Peterson, Commissioner Date

Jack DeWeese 7/5/05  
Jack DeWeese, Commissioner Date

Tony Anderson 7/5/05  
Tony Anderson, Commissioner Date

Joseph Denen 7-27-05  
Joseph Denen, City Manager Date

Vernon P. Stanforth 07/05/05  
Vernon P. Stanforth, Sheriff Date

Approved as to Form:

David B. Bender 7-8-05  
David Bender, Prosecuting Attorney Date

Mark J. Pitstick 6-29-05  
Mark J. Pitstick, City Law Director Date

**SECTION II.** This Resolution is hereby declared an emergency measure necessary for the immediate preservation of the public peace, health, welfare, and safety of the citizens of the City of Washington in order to facilitate the sound fiscal management thereof. Therefore, this resolution shall be in full force and effect from and after its adoption.

ADOPTED: June 22, 2005

Wendell Hedrick  
CHAIRPERSON OF COUNCIL

ATTEST:  
Deane M. Keaton  
CLERK OF COUNCIL

APPROVED AS TO FORM:  
Mark J. Pitstick  
CITY ATTORNEY