

# RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc. Form No. 30015

Resolution No. \_\_\_\_\_ Passed \_\_\_\_\_, 20\_\_\_\_

**CITY OF BELPRE  
RESOLUTION NO. 5 (2016-17)**

**A RESOLUTION AUTHORIZING THE MAYOR AND THE CHIEF OF POLICE TO ENTER INTO A CONTRACT WITH THE COUNTY COMMISSIONERS OF WASHINGTON COUNTY FOR THE CARE AND SUSTENANCE OF PRISONERS**

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BELPRE, OHIO, THAT:**

**SECTION I**

The Mayor and the Chief of Police of the City of Belpre, Ohio, are hereby authorized to enter into a contract with the County Commissioners of Washington County, Ohio, to provide for the care and sustenance of prisoners committed to the County Jail to serve sentences imposed in the Belpre City Mayor's Court, effective from April 1, 2016, through March 31, 2017.

**SECTION II**

This Resolution is hereby declared to be an emergency measure deemed necessary for the immediate preservation of the public health, safety and welfare of the City, and for the further reason that it is necessary to immediately provide for the care and sustenance of prisoners committed to the County Jail to serve sentences imposed in the Belpre City Mayor's Court. Wherefore, this Resolution shall take effect and be in full force from and immediately after its passage by Council and signing by the Mayor.

PASSED: March 14, 2016 \_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: Kimberly S. Muesel \_\_\_\_\_

PRESENTED TO MAYOR: 3/14/16 \_\_\_\_\_  
MAYOR

APPROVED BY MAYOR: 3/14/16 \_\_\_\_\_

**CLERK'S CERTIFICATION OF PUBLICATION**

The undersigned Clerk of the Council of the City of Belpre, Ohio, does hereby certify that on March 15, 2016, this Resolution was published by posting a copy of the same at the five public places designated by the City Council in Ordinance No. 6 (76-77).

March 15, 2016 \_\_\_\_\_  
Date CLERK

**CONTRACT FOR HOUSING PRISONERS**  
**In the**  
**WASHINGTON COUNTY JAIL**

WHEREAS, this contract is made this 14<sup>th</sup> day of MARCH, 2016, by and between the Board of County Commissioners of Washington County, Ohio hereafter referred to as "County", the Sheriff of Washington County, hereafter referred to as "Sheriff", and THE CITY OF BELPRE hereafter referred to as "Contractor".

WHEREAS, Contractor wants to use the Washington County Jail to house as prisoners those persons who have been lawfully committed to custody by arrest or court order for any reason, and/or who have been charged with any misdemeanor or felony 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 serving a jail sentence after conviction.

WHEREAS, This agreement is intended to set forth the rights, duties, responsibilities, and obligations of the County and contractor for the term hereinafter set forth.

**WITNESSETH:**

In consideration of the mutual covenants herein made, each of the parties agrees as follows:

1. The County shall receive, keep, board and safely maintain in the Washington County Jail the following persons:
  - a. All persons arrested by BELPRE POLICE for violations of state criminal statues until such persons have had an initial appearance before a judge, after which such persons shall be deemed to be in the custody of Washington County for purposes of compensation under this contract.
  - b. All persons arrested for violation of municipal ordinances from arrest through termination of any jail sentences imposed for that violation except as provided in paragraphs 4 through 9 below.
  - c. Persons incarcerated pursuant to subparagraphs a. and b. above shall be designated as prisoners in this contact.
2. The cost to be paid to the County by the Contractor shall be the amount of sixty dollars (\$60.00) per day for each person incarcerated in the Washington County Jail under paragraph 1.
3. Prisoners confined in the Washington County Jail shall be subject to the rules and regulations of the jail, which apply to all the prisoners therein.
4. The County may reject and refuse to receive any prisoners who may be afflicted with a prior medical problem, afflicted with any contagious, infectious, venereal disease, mental illness, illness or injury that has not been treated prior to entry into the Washington County Jail, or having received any prisoner thereafter.
5. Sheriff may refuse to receive any prisoner based upon current jail population, internal security conditions of the jail, or any other reason that the Sheriff deems pertinent at the time.

6. Contractor agrees to pay for any and all medical, surgical, dental, or ophthalmology expenses incurred on behalf of a prisoner including doctor's fees, hospital charges, and prescription costs.
7. Contractor shall transport and provide security anytime a prisoner must leave the Washington County Jail for any reason, unless a court orders that no transportation or security is needed.
8. Contractor shall bear the expense of the burial of a prisoner who dies in the Washington County Jail, if the body is not claimed for interment at the expense of friends or relatives.
9. No person under eighteen (18) years of age shall be received except on the approval of the Washington County Juvenile Court.
10. The Washington County Sheriff's Office shall provide an itemized statement of the amount due each month for housing prisoners. Payment shall be made by the Contractor to the Washington County Sheriff, 205 Putnam Street, Marietta, Ohio 45750 within (30) days of the date of the statement. The Washington County Sheriff may refuse to accept prisoners if timely payment is not made.
11. Contractor 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 anytime in the future may be, in force at the office of Washington County Commissioners, Common Pleas and Probate- Juvenile Judges, and the Department of Rehabilitation and Corrections.
12. The parties to this contract agree that notice 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. To that end, Contractor specifically agrees to furnish to the Sheriff, through the Washington County Jail staff, a current telephone number or numbers and/or contract information for all such protected persons, at the time the inmate is brought to the Washington County Jail, Contractor shall update the information as any change becomes known. The County agrees that the Washington County Jail shall contact those victims and/or protected persons of any inmate pending release provided that a working telephone number has been furnished to the County. In situations where no working telephone number is provided, Contractor shall be responsible for making the required notification to said victims and/or protected persons of an inmate's pending release upon being notified thereof by the Jail when such notification has been given to the victim and/or protected persons, and shall furnish the date and time of day said notification has been made. Contractor acknowledges that failure to comply with these notifications terms will result in the refusal by the County to accept as inmates those persons who have victims or other persons who are subject to release notification information, without voiding the entire contract altogether.

13. This agreement may be terminated by either party during its term, by giving the other party a minimum of ninety (90) days written notice.
14. This agreement shall be effective April 1, 2016, and terminate March 31, 2017
15. All former contracts and/or agreements between the parties hereto relative to the subject matter of this contract are hereby canceled and terminated.

This agreement entered into in behalf of the City of Belpre  
 pursuant to ~~Ordinance~~ <sup>Resolution</sup> Number 5 passed March 14, 2016.

Any alteration of contract shall result in the contract being null and void.

**IN WITNESS WHEREOF**, the parties hereto, by their respective duly authorized officers; none hereto caused their names to be transcribed on the day first written above.

BELPRE  
 City/Village

Michael P. ...  
 Mayor

Tom ...  
 Chief of Police

J. ...  
 Law Director

[Signature]  
 Witness

Blonder Alder  
 Witness

**Washington County Commissioners**

Rick G. Walters, President

\_\_\_\_\_  
 Witness

Ronald L. Feathers

\_\_\_\_\_  
 Witness

David A. White

\_\_\_\_\_  
 Witness

**Approved as to form**

Larry R. Mincks, Sr., Sheriff

Kevin A Rings, Prosecutor