

Sponsor: Browning

RESOLUTION NO. 2023-75

A RESOLUTION AUTHORIZING THE MAYOR, SERVICE DIRECTOR AND ANY OTHER NECESSARY OFFICIAL TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF MONROE REGARDING THE CUSTODY, SUPERVISION, CONFINEMENT AND BOARD OF PRISONERS AND DECLARING AN EMERGENCY

WHEREAS, the City of Wellston wishes to enter into an Agreement with the County of Monroe for the custody, supervision, confinement and board of City of Wellston prisoners.

WHEREAS, the County of Monroe has prepared a proposed contract attached hereto as Exhibit "A".

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Wellston, County of Jackson, and State of Ohio that:

Section One: The Mayor, Service Director and any other necessary official, be and is hereby authorized to enter into an Agreement with the County of Monroe for the custody, supervision, confinement and board of City of Wellston prisoners, a copy of said Agreement is attached hereto, expressly made a part hereof by reference and marked Exhibit "A".

Section Two: This Resolution is hereby declared to be an emergency, necessary for the immediate preservation of the public peace, health or safety of the City of Wellston. Therefore, this Ordinance shall go into effect upon passage and approval by the Mayor, as provided in the Ohio Revised Code Section 731.30.

Section Three: In the event this Resolution receives a majority vote for passage but fails to receive the required number of votes to pass as an emergency, this Ordinance shall be deemed to have passed but with no emergency clause, and shall take effect at the earliest time permitted by law.

Section Four: It is hereby found and determined that all formal acts of this council concerning and relating to adoption of this Resolution were adopted in an open meeting of this council and the deliberations of the council and any of its committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

PASSED AND ADOPTED by the legislative authority of the City of Wellston this 4th day of January, 2024.



Council President


ATTEST:



Clerk of Council



Approved this 4th day of January, 2024.



Mayor

Published in accordance with the law on 12/17/23 and 12/20/23 and posted 1/9/24
through 2/9/24 at The Store, Wellston City Hall, Wellston Senior Citizens' Center, the
Wellston Public Library and the Wellston Post Office.



Clerk of Council



**CONTRACT FOR HOUSING PRISONERS
IN THE
MONROE COUNTY JAIL**

WHEREAS, this contract is made this 1st day of January 2024, by and between the Board of County Commissioners of Monroe County, Ohio, hereinafter referred to as "County", the Sheriff of Monroe County, Ohio, hereinafter referred to as "Sheriff", and City of Wellston, Ohio hereinafter referred to as "Contractor".

WHEREAS, Contractor wants to use the Monroe 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 are 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 Monroe County Jail the following persons:
 - a. Persons arrested by Contractor for violations of state criminal statutes until such persons have had an initial appearance before a judge, after which such persons shall be deemed to be incarcerated in the Monroe County Jail for purposes of compensation under this contract.
 - b. 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 contract.
2. The cost to be paid to the County by the Contractor shall be the amount of Seventy-five dollars (\$75.00) per day for each person incarcerated in the Monroe County Jail under Paragraph 1. For purposes of determining compensation, any calendar day, or part thereof, shall constitute one (1) day.
3. Prisoners confined in the Monroe 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 or injury that has not been

13. This agreement may be terminated by either party during the term by giving the other party a minimum of Sixty (60) days written notice.

14. This agreement shall be effective on 01/04/2024, and terminate on December 31, 2024.

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 on behalf of the _____
Pursuant to Resolution Ordinance Number 202375 passed 01/04, 2024.

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.

Monroe County Commissioners

COMMISSIONER

WITNESS

COMMISSIONER

CHARLES R. BLACK, JR., SHERIFF

COMMISSIONER

County Commissioners

COMMISSIONER

WITNESS

COMMISSIONER

SHERIFF

COMMISSIONER
