

Sponsor: Spangler

RESOLUTION NO. 2023-74

A RESOLUTION AUTHORIZING THE MAYOR, SERVICE DIRECTOR AND ANY OTHER NECESSARY OFFICIAL TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF BROWN 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 Brown for the custody, supervision, confinement and board of City of Wellston prisoners.

WHEREAS, the County of Brown 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 Brown 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 2/19/24 at The Store, Wellston City Hall, Wellston Senior Citizens' Center, the Wellston Public Library and the Wellston Post Office.



Clerk of Council





Brown County Sheriff's Office

Gordon Ellis, Sheriff

750 Mt. Orab Pike

Georgetown, Ohio 45121

Office (937) 378-4435 Fax (937) 378-2039

Housing Prisoner Contracts – Out of County

This agreement entered into between the Board of County Commissioners of Brown County, Ohio hereinafter referred to as the First Party and Wellston PD hereinafter referred to as the Second Party.

Whereas, the First Party is responsible for the housing of prisoners in the Brown County Adult Detention Center, and whereas, the Second Party from time to time requires the housing of prisoners within the Brown County System. It is mutually agreed between the parties that the following contract shall govern the housing and incarceration of said prisoners upon availability, after serving the needs of Brown County.

In consideration of same, the First Party and Second Party enter into a contract and agree as follows:

(1) Term of said contract shall be for the period of: January 1, 2024 to December 31, 2024.

(2) Responsibility: It is further agreed and understood that the Second Party is responsible for the transfer and security of their inmates in the case of an emergency transfer to another facility (e.g. hospital, etc.). The first Party will attempt to handle the transfer to the local hospital if possible, in an emergency situation, until the Second Party can respond.

(3) Compensation: The Second Party agrees to pay the First Party the following:

(a) Any person incarcerated in the Brown County Adult Detention Center, pay at the rate of \$100.00 per day.

(b) It is further agreed and understood that the party of the Second part will pay and be responsible for any and all medical, dental, health related or other expenses for the prisoners housed by the First Party for the Second Party, and shall pay those expenses promptly to the provider and the First Party is authorized to give the Second Party to the provider as party responsible for the expense.

(c) There will be no juveniles housed at this facility.

It is further agreed and understood between the parties that billing shall be on a monthly basis and payment shall be on (30) thirty days from receipt of said billing.

This contract entered into this 1st. day of January, 2024.

First Party-

-Second Party

Brown County Board of Commissioners

Wellston PD

Handwritten signatures in blue ink. The top signature is for the Brown County Board of Commissioners, and the bottom signature is for Wellston PD. Both signatures are placed over their respective line signatures.