

Sponsor: Woolum

RESOLUTION NO. 2026-25

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

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

WHEREAS, the County of Gallia 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 Gallia 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: It is hereby found and determined that all formal acts of this Council concerning and relating to adoption of this Ordinance were adopted in an open meeting of this Council and 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 16th day of July, 2026.


Rick Hudson, Council President

ATTEST:


MB-Eisnaugle, Clerk of Council

Approved this 16th day of July, 2026.



Anthony Brenner, Mayor

Published in accordance with the law on 6/4/26 and 6/18/26; and posted _____ through _____ at The Store, Wellston City Hall, Wellston Senior Citizens' Center, the Wellston Public Library, and the Wellston Post Office.



MB-Eisnaugle, Clerk of Council



Reviewed by: Joseph D. Kirby, Law Director

Certification by City Auditor
(R.C. section 5705.41)

I certify that the payment required by the Agreement with Gallia County Commissioners, has been lawfully appropriated, authorized, or directed for such purpose or is in process of collection to the credit of the Fund for payment, free from any obligation or certification now outstanding.



Auditor, City of Wellston, Ohio

GALLIA COUNTY SHERIFF'S OFFICE
MEMORANDUM OF AGREEMENT FOR JAIL SERVICES

Upon the recommendations of the Sheriffs of Gallia County, Ohio and City of Wellston, Ohio, this Agreement is entered into this 16th day of July, 2026 between the Board of Gallia County Commissioners, (hereafter, the Board of Gallia County Commissioners and Sheriff are jointly referred to as "Gallia County") and the Board of City of Wellston Commissioners (hereafter, the Board of City of Wellston Commissioners and Sheriff are jointly referred to as "City of Wellston"), for Gallia County's acceptance and incarceration of City of Wellston prisoners at the Gallia County Jail.

In consideration of pertinent provisions of the Ohio Revised Code as well as the mutual covenants, agreements and conditions set forth herein, the parties agree as follows:

1. Definitions: For the purposes of this Agreement, the following words and terms shall have the indicated meanings:

"Prisoner" means an inmate held at the Gallia County Jail pursuant to ORC 341.12 and/or on charges relating to an offense in City of Wellston's jurisdiction before sentencing regardless of the offense charges, or after sentencing when the inmate is convicted or sentenced.

"Per day" means any calendar date during which Gallia County holds a prisoner or holds a bed for City of Wellston under this Agreement. This includes prisoners taken to court hearings, medical appointments or treatments, etc.

2. City of Wellston agrees to send Gallia County and Gallia County agrees to accept from City of Wellston such prisoners as City of Wellston is unable to care for and to provide custody supervision, confinement and board for City of Wellston's prisoners. City of Wellston shall furnish all transportation for prisoners to and from the Gallia County Jail for any and all purposes.

Gallia County shall receive City of Wellston prisoners who are lawfully committed into custody upon being furnished with a copy of the process of commitment/booking/medical paperwork, and City of Wellston shall provide all other proper documentation for said commitment.

3. Gallia County shall maintain the Gallia County Jail in accordance with applicable minimum adult detention center standards of the State of Ohio as well as other pertinent laws, rules or regulations. Gallia County shall maintain, support and safely keep City of Wellston prisoners in the same manner and condition as its own prisoners.
4. City of Wellston agrees to pay Gallia County the sum of one hundred (\$100.00) dollars per day as full compensation for receiving, supervising, confining & boarding each prisoner. Provided, however, should the actual cost to Gallia exceed one hundred dollars (\$100.00) per day by reason of having to confine such prisoner under the provisions of one of the collateral contractual agreements of Gallia County, then the City of Wellston agrees to pay Gallia County the actual cost incurred by Gallia County under its contractual arrangements.

5. For the purpose of determining compensation to be paid, any calendar day or part thereof of confinement, shall constitute one day.
6. Gallia County will invoice City of Wellston monthly for its use of beds. City of Wellston agrees to pay each invoice within thirty (30) days of the date of the invoice. Compensation for rendering of the services hereinbefore described during such calendar month shall be paid by City of Wellston on or before the 15th of each month.
7. City of Wellston shall be responsible for transporting City of Wellston prisoners to all non-emergency medical and/or dental appointments. In the event a City of Wellston prisoner is hospitalized, City of Wellston shall be responsible for the security of such City of Wellston prisoner during their hospital stay.
8. City of Wellston agrees they are responsible for the cost and expense of all medical, dental, vision, and prescriptions required by a City of Wellston prisoner.
9. City of Wellston authorizes Gallia County to determine whether and when a City of Wellston prisoner requires emergency medical and/or dental care. Gallia County will immediately notify the shift commander or other officer in charge designated by City of Wellston when Gallia County has authorized the removal of a City of Wellston prisoner for emergency medical and/or dental care.
10. City of Wellston agrees that upon notice that a City of Wellston prisoner has been removed for emergency medical, and/or dental care, City of Wellston shall immediately assume responsibility for guarding such City of Wellston prisoner until he or she is returned to the Gallia County Jail. Written notice shall be given under this paragraph as soon as practicable after a prisoner has been removed for emergency medical and/or dental care.
11. City of Wellston agrees they are responsible for any ambulance/life squad fees as well as Forty dollars (\$40.00) per hour fee payable to Gallia County for the personnel to provide the medical escort to and/or from the emergency room and/or until such time as City of Wellston has relieved Gallia County from the medical escort for all City of Wellston prisoners. (Minimum 2-hour charge)
12. Gallia County agrees that where hospital service is required for any such prisoner, such services shall be provided at Holzer Medical Center, unless the emergency of the situation prevents such use.
13. Gallia County agrees to obtain written approval from City of Wellston before obtaining any non-emergency medical, and/or dental device or appliance for a City of Wellston prisoner. Examples of such devices and appliances include but are not limited to eyeglasses, trusses and braces. City of Wellston agrees to pay for the cost of any approved device or appliance plus all care and services related to providing any approved item.

14. City of Wellston may elect to allow City of Wellston prisoners to use the inmate medical and/or dental services contracted by Gallia County for non-emergency care.
City of Wellston shall notify Gallia County of such elections in writing. If Lawrence County so elects, City of Wellston agrees to pay the pertinent Medicaid rates established under HB 66 for all medical services provided and billed to City of Wellston prisoners.
15. Gallia County will provide invoices, as received by providers, to City of Wellston.
City of Wellston agrees to pay these within thirty (30) days of receipt directly to the provider of services.
16. In the event of the death of a prisoner, Gallia County shall not be liable for any costs or expenses related to said death. City of Wellston shall pay for all expenses and costs related to said death.
17. Gallia County reserves the right, in its sole discretion, to reject, refuse, and/or have removed, any City of Wellston prisoner regardless of contracted bed availability.
City of Wellston agrees to promptly (without delay) respond to Gallia County's request for the removal of any City of Wellston prisoner(s).
18. Gallia County shall not be responsible for returning a City of Wellston prisoner to City of Wellston upon the completion of said prisoner's sentence. City of Wellston shall pick up all prisoners who have completed their sentence and release them from their facilities.
19. Gallia County may maintain and support a City of Wellston prisoner whose confinement extends beyond the terms of this Agreement consistent with the terms set forth in this Agreement or any subsequent modification or agreement entered into between the parties.
20. City of Wellston shall reimburse Gallia County for any and all damage to the Gallia County Jail, its fixtures, appliances, equipment or other property owned by Gallia, caused by City of Wellston prisoners, intentionally or negligently.
21. City of Wellston shall have no obligation to reimburse Gallia for ordinary wear and tear to Gallia's real and personal property or for any personal injury to any of Gallia County's officials, agents, or employees caused by City of Wellston's prisoners.
22. City of Wellston prisoners confined in the Gallia County Jail shall be subject to the rules and regulations of the Gallia County Jail, which apply to all the prisoners therein.
23. No person under eighteen (18) years of age shall be received by the Gallia County Sheriff as a prisoner in the Gallia County Jail.

24. Nothing contained in this Agreement is intended to create or establish the relationship of a partnership, joint venture or other business organization between the parties hereto nor to create an agency, representative or employment relationship between the parties. Neither party nor their respective employees shall be considered an employee of the other party, nor shall they acquire or be entitled to any compensation, rights, benefits and/or participation of any kind whatsoever offered by the other party, including, without limitation, participation in Ohio Public Employees Retirement System, worker's compensation coverage and/or benefits, medical and hospital care, sick and vacation leave, unemployment compensation, disability and severance pay.
25. No City of Wellston prisoner, other person, or organization, other than the parties hereto shall have any interest hereunder, and nothing contained herein shall be construed so as to give any City of Wellston prisoner, other person or organization other than the parties hereto any legal or equitable right, remedy or claim under or in respect to this Agreement.
26. Gallia County and the City of Wellston shall maintain liability insurance coverage in a minimum amount of \$1,000,000.
27. Gallia County and the City of Wellston shall provide each other with written proof of coverage.
28. If City of Wellston is not a CORSA insured county, City of Wellston shall, if possible, name Gallia County as an additional insured under City of Wellston's liability insurance.
29. Gallia County and City of Wellston are not responsible for the action(s) or inaction of the other including their respective employees, officers, or agents and shall not be liable in damages to the other for services rendered or failure to render services under this agreement including but not limited to inadequacy of equipment, or for the negligence, misfeasance or nonfeasance of their employees or for any other cause related to the rendering of services under this agreement.
30. The term of this Agreement shall be from the 1st day of January, 2026 and continue until December 31, 2026.
31. This Agreement may be modified, extended and/or terminated upon the mutual agreement of the parties. Any such extension, modification and/or termination shall not become effective until set forth in writing and executed by both parties.
32. City of Wellston agrees to remove and transport City of Wellston prisoners from Gallia County within five (5) days of the termination date.
33. The law of the State of Ohio shall apply to the construction and interpretation of this Agreement and any dispute between the parties shall be determined in the Gallia County, Ohio Common Pleas Court.

IN WITNESS WHEREOF, the parties hereto have set their hands on the following dates with signatures.

This agreement shall be effective the 1st day of January, 2026.

Gallia County Board of Commissioners

BY: _____

BY: _____

BY: _____

City of Wellston

BY: *M. B. Egan*

BY: *M. H.*

BY: *[Signature]*



Sheriff of Gallia County

Matt Champlin, Sheriff

Chief of City of Wellston

John Robinson

John Robinson, Chief

Approved as to form:

Jason Holdren, Gallia County Prosecutor