

Sponsor: Peters / Colby

**RESOLUTION NO. 22-23**

**AN RESOLUTION OF THE LEGISLATIVE AUTHORITY OF THE CITY OF JACKSON AUTHORIZING THE MAYOR OR THE DIRECTOR OF PUBLIC SERVICE AND SAFETY TO ENTER INTO A CONTRACT WITH THE GALLIA COUNTY COMMISSIONERS TO PROVIDE HOUSING OF CITY OF JACKSON PRISONERS IN THE GALLIA COUNTY JAIL AS NEEDED AND DECLARING AN EMERGENCY.**

WHEREAS, the City of Jackson, Ohio is obligated to provide housing for its prisoners; and

WHEREAS, the Gallia County Commissioners have agreed to accept certain prisoners from the City of Jackson at a rate of \$100.00 per day and subject to the terms and conditions of the Contract attached hereto; and

WHEREAS, this matter constitutes an emergency as providing housing for prisoners is required of the City from time to time and that the terms set forth in the contract and the availability of the contract may be for a limited time and it is necessary to further the health, safety and welfare of the City that this contract be accepted so that Gallia County can be a possible, close, and immediate source for the housing of the City's prisoners.

**NOW, THEREFORE, BE IT RESOLVED THAT THE LEGISLATIVE AUTHORITY OF THE POLITICAL SUBDIVISION OF THE CITY OF JACKSON THAT THE MAYOR OR THE DIRECTOR OF PUBLIC SERVICE AND SAFETY IS HEREBY AUTHORIZED AND DIRECTED TO ENTER INTO THE CONTRACT ATTACHED HERETO FOR THE HOUSING OF CERTAIN OF THE CITY'S PRISONERS AND DECLARING AN EMERGENCY FOR THE REASONS SET FORTH HEREIN.**

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, then this Resolution shall be deemed to have passed but with no emergency clause and shall take effect at the earliest time permitted by law.

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

PASSED AND ADOPTED by the Legislative Authority of the Political Subdivision on this 8<sup>th</sup>  
day of May, 2023.

David C. Fuller  
President of Council

ATTEST:

Cindi Huber  
Clerk of the Legislative Authority

Approved this 8<sup>th</sup> day of May, 2023.

RONALD WAIN  
Mayor

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

Upon the recommendations of the Sheriffs of Gallia County, Ohio and City of Jackson, Ohio, this Agreement is entered into this 8 day of May, 2023 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 Jackson Commissioners (hereafter, the City of Jackson and Sheriff are jointly referred to as "City of Jackson"), for Gallia County's acceptance and incarceration of City of Jackson 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 Jackson'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 Jackson under this Agreement. This includes prisoners taken to court hearings, medical appointments or treatments, etc.

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

Gallia County shall receive City of Jackson prisoners who are lawfully committed into custody upon being furnished with a copy of the process of commitment/booking/medical paperwork, and City of Jackson 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 Jackson prisoners in the same manner and condition as its own prisoners.
4. City of Jackson 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 Jackson 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 Jackson monthly for its use of beds. City of Jackson 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 Jackson on or before the 15<sup>th</sup> of each month.
7. City of Jackson shall be responsible for transporting City of Jackson prisoners to all non-emergency medical and/or dental appointments. In the event a City of Jackson prisoner is hospitalized, City of Jackson shall be responsible for the security of such City of Jackson prisoner during their hospital stay.
8. City of Jackson agrees they are responsible for the cost and expense of all medical, dental, vision, and prescriptions required by a City of Jackson prisoner.
9. City of Jackson authorizes Gallia County to determine whether and when a City of Jackson 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 Jackson when Gallia County has authorized the removal of a City of Jackson prisoner for emergency medical and/or dental care.
10. City of Jackson agrees that upon notice that a City of Jackson prisoner has been removed for emergency medical, and/or dental care, City of Jackson shall immediately assume responsibility for guarding such City of Jackson 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 Jackson 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 Jackson has relieved Gallia County from the medical escort for all City of Jackson 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 Jackson before obtaining any non-emergency medical, and/or dental device or appliance for a City of Jackson prisoner. Examples of such devices and appliances include but are not limited to eyeglasses, trusses and braces. City of Jackson 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 Jackson may elect to allow City of Jackson prisoners to use the inmate medical and/or dental services contracted by Gallia County for non-emergency care. City of Jackson shall notify Gallia County of such elections in writing. If Lawrence County so elects, City of Jackson agrees to pay the pertinent Medicaid rates established under HB 66 for all medical services provided and billed to City of Jackson prisoners.
15. Gallia County will provide invoices, as received by providers, to City of Jackson. City of Jackson 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 Jackson 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 Jackson prisoner regardless of contracted bed availability. City of Jackson agrees to promptly (without delay) respond to Gallia County's request for the removal of any City of Jackson prisoner(s).
18. Gallia County shall not be responsible for returning a City of Jackson prisoner to City of Jackson upon the completion of said prisoner's sentence. City of Jackson 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 Jackson 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 Jackson 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 Jackson prisoners, intentionally or negligently.
21. City of Jackson 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 Jackson's prisoners.
22. City of Jackson 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 Jackson 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 Jackson 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 Jackson shall maintain liability insurance coverage in a minimum amount of \$1,000,000.
27. Gallia County and the City of Jackson shall provide each other with written proof of coverage.
28. If City of Jackson is not a CORSA insured county, City of Jackson shall, if possible, name Gallia County as an additional insured under City of Jackson's liability insurance.
29. Gallia County and City of Jackson 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 8<sup>th</sup> day of May, 2023 and continue until December 31, 2023.
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 Jackson agrees to remove and transport City of Jackson 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 8<sup>th</sup> day of May, 2023.

Gallia County Board of Commissioners

City of Jackson Council

BY: \_\_\_\_\_

BY: RANDOLPHS, MAYOR

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Sheriff of Gallia County

Chief of City of Jackson

\_\_\_\_\_

\_\_\_\_\_

Matt Champlin, Sheriff

\_\_\_\_\_, Chief

Approved as to form:

\_\_\_\_\_

Jason Holdren, Gallia County Prosecutor

