

December 30, 2008

The Gallia County Board of Commissioners met on this date for the purpose of approving the minutes of the previous meeting and approving the current bills. At 9:00 a.m. the meeting was called to order by President Justin L. Fallon. Roll Call: Mr. Justin L. Fallon, present; Vice-President Mr. David K. Smith, absent and Member Mr. Howard J. "Joe" Foster, present.

Justin Fallon entertained a motion for approval of the December 23, 2008 minutes. Joe Foster made and Justin Fallon seconded a motion of approval as written. Roll call: Mr. Foster, yea; Mr. Fallon, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
EMA	Mike Null	1/30 - 2/1/09 3/13 - 15/2009	Athens, OH	CAMEO training

Justin Fallon entertained a motion to approve travel request as submitted. Joe Foster made and Justin Fallon seconded the motion. Roll call votes: Mr. Foster, yea; Mr. Fallon, yea.

ANIMAL SHELTER REPORT

Week Ending	Adopted	Reclaimed	Euthanized	Died of natural causes	Rescued	Destroyed in field	Total Month
12/28	2	0	0	0	0	0	2

EXECUTIVE SESSION - ENGINEER ELECT

At 9:25 a.m. Justin Fallon entertained a motion to enter into executive session with Engineer Elect Brett Boothe for personnel issues. Joe Foster made and Justin Fallon seconded the motion. Roll call: Mr. Fallon, yea; Mr. Foster, yea. Returned to regular session at 9:44 a.m.; no action taken.

CD/FCS EDUCATOR UPDATE

Amy Corbin advised the Commissioners on the following programs and meetings:

- "Agriculture Focus Day" - Algae Initiative Presentation with Roundtable questions & answers discussion will be held in Marysville January 15th from 10 a.m. to 12 noon. Rapid Algae Farming (RAF) System, which will serve as the platform for the creation of numerous products from algae including biofuels, bioplastics, fertilizers, and animal feed. The RAF System is a fully automated network of enclosed hybrid ponds that efficiently grows and processes algae.
- Neighborhood Stabilization Program - Ms. Corbin informed the Commissioners that Lieutenant Governor Lee Fisher today announced that 17 cities, 12 counties, and 21 regions in Ohio will receive more than \$83 million of Ohio Neighborhood Stabilization Program funds. The award recipients may use these federal funds to improve neighborhoods by purchasing and redeveloping abandoned and foreclosed properties, establishing land banks, and demolishing blighted structures. The Commissioners advised that the County Administrator is attending a meeting this afternoon in Jackson and also a meeting on 1/16/09 in Columbus regarding this program.

EXECUTIVE SESSION - JFS

At 10:14 a.m. Justin Fallon entertained a motion to enter into executive session with JFS Director Dana Glassburn for personnel issues. Joe Foster made and Justin Fallon seconded the motion. Roll call: Mr. Fallon, yea; Mr. Foster, yea. Returned to regular session at 10:47 a.m.; no action taken.

CROSSROADS PROGRAM

JFS Director Dana Glassburn recommended that the Commissioners terminate the contract with the Crossroads Program for WIA Youth Services effective January 31, 2009. Effective February 1, 2009, these services will be provided in house by the County DJFS. The overall administrative costs may be reduced with the CDJFS performing the services instead of contracting them out. Joe Foster made and Justin Fallon seconded the motion. Roll call: Mr. Fallon, yea; Mr. Foster, yea.

DEFENSE OF THE INDIGENT

Attorney Doug Cowles from the Gallia County Criminal Defense Lawyers Association and Attorney Bill Conley met to discuss the Defense of the Indigent contract with the county for 2009. Mr. Cowles commented that the proposed contract reduced the amount due to the attorney's and he requested to move into executive session. At 10:51 a.m. Justin Fallon entertained a motion to enter into executive session with Attorneys Cowles & Conley for contract issues. Joe Foster made and Justin Fallon seconded the motion. Roll call: Mr. Fallon, yea; Mr. Foster, yea. Returned to regular session at 11:22 a.m.; no action taken.

PRISONER FOOD CONTRACT

Sheriff Elect Joe Browning met with the Commission to discuss the prisoner food contract. Becky Rothgeb with Park Front Diner was the sole bidder. Browning recommended contracting with her for 6 months for lunch and dinner @ \$3.75 per day to begin January 1, 2009. Joe Foster made and Justin Fallon seconded the motion to accept the bid as recommended. Roll call: Mr. Fallon, yea; Mr. Foster, yea. Contract will be submitted for signature when completed.

JAIL CONTRACT

Sheriff Elect Browning distributed the 2008 inmate costs as follows:

COST OF INMATE KEEP JAN. 2008 TO DEC. 26, 2008

CITY PRISONERS ---DAYS INCARCERATED

JAN.	141.5	MAR.	168.0	MAY	111.0	JULY	121.0	SEPT.	89.0	NOV.	164.5
FEB.	151.5	APR.	184.0	JUNE	66.5	AUG.	268.0	OCT.	194.0	DEC.	96.0

TOTAL 1,755 DAYS @ \$38.50 = \$67,567.50

SAME AMOUNT OF DAYS FOR OUT OF COUNTY INMATES AT \$50.00 PER DAY PER INMATE.

1,755 DAYS @ \$50.00 = \$87,750.00

SAME AMOUNT OF DAYS FOR THE PROJECTED COST OF \$59.00 PER DAY PER INMATE.

1,755 DAYS @ \$59.00 = \$103,545.00

DIFFERENCE IN PROJECTED COST AND PRESENT COST FOR JAN.08 TO DATE - \$35,977.50

DIFFERENCE IN OUT OF COUNTY COSTS AND PRESENT CITY INMATE COST- \$20,182.50

Browning recommended the cost for in-county incarceration for the City and Rio Grande Village at \$48.00 per day beginning January 1, 2009. Joe Foster made and Justin Fallon seconded the motion. Roll call: Mr. Fallon, yea; Mr. Foster, yea.

2009
MEMORANDUM OF UNDERSTANDING
FOR THE BOARDING OF PRISONERS IN JAIL

THIS AGREEMENT, made and concluded at Gallipolis, Ohio this ____ day of _____ 2008 by and between Gallia County, Ohio, hereinafter referred to as "County", and The City of Gallipolis, Ohio, hereinafter referred to as "City", witnesseth:

1. Upon availability, County agrees to allow the Gallia County Sheriff to board, feed and otherwise care for City prisoners, which prisoners have been arrested for, or are serving sentences for, violations of Municipal Ordinances of the City, or of State criminal codes, in the Gallia County Jail. If the jail is overcrowded so that no more prisoners may be admitted, the City Police shall transport all City prisoners charged under Municipal and State Affidavits and be responsible for transportation, incarceration and costs related thereto.
2. The City of Gallipolis shall pay to the Gallia County Sheriff's Office the sum of \$48.00 per day, per Prisoner for the room and boarding of all City prisoners, except felons who have been bound over. Should the City of Gallipolis have any pay-per-stay prisoners, when the prisoner has paid for his/her jail stay, the City of Gallipolis shall be reimbursed the amount paid by said prisoner.
3. The City shall be responsible for all medical expenses for City prisoners prior to their confinement, for those charged with both felonies and misdemeanors.

Other than for the exception noted below, the City shall also be responsible for medical treatment for any confined City Prisoner charged with a felony, until a preliminary hearing is held and the Court files an Entry binding the prisoner over, or the Grand Jury indicts said prisoner, whichever first occurs, after which the County shall assume responsibility for all medical expenses. The City shall also be responsible for the medical expenses for any City prisoner charged with, or convicted of, a misdemeanor crime any time during their confinement. Any time during their confinement, the City will provide transportation to a medical facility for said prisoners.

An exception to the City's responsibility as listed above for medical treatment of City Prisoners, is for any medical treatment necessitated by any event occurring during their incarceration while in the custody of the Gallia County Sheriff's Office, such as, but not limited to, an attack by another prisoner, self-inflicted injury, a slip or fall, choking, food poisoning, etc. The City may have continuing liability for prisoners whose medical or mental conditions are known to the City but undisclosed to the Gallia County Sheriff's Office at the time of incarceration.
4. As a means of dispute resolution, clarification, or reimbursement for damages or medical expenses, when a prisoner housed in the Gallia County Jail under a municipal conviction is involved, the County Sheriff and the City Chief of Police shall meet and determine appropriate liability for each organization.
5. This contract shall become effective January 1, 2009, and shall continue for a term of one (1) year, expiring December 31, 2009.

IN WITNESS WHEREOF, Gallia County and the City of Gallipolis have hereunto set their hands to duplicates hereof the day and year first above written.

GALLIA COUNTY

s/ Justin L. Fallon, President
David K. Smith, Vice-President
s/ Howard Joe Foster, Member

APPROVED AS TO FORM:

s/ JEFF ADKINS
Prosecuting Attorney
Gallia County, Ohio

CITY OF GALLIPOLIS, OHIO

By: Joe Woodall, City Manager

APPROVED AS TO FORM:

BRENT A. SAUNDERS
City Solicitor
City of Gallipolis, Ohio

**MEMORANDUM OF UNDERSTANDING
FOR THE BOARDING OF PRISONERS IN JAIL**

THIS AGREEMENT, made and concluded at Gallipolis, Ohio this ____ day of _____ 2008 by and between Gallia County, Ohio, hereinafter referred to as "County", and The Village of Rio Grande, Ohio, hereinafter referred to as "Village", witnesseth:

1. Upon availability, County agrees to allow the Gallia County Sheriff to board, feed and otherwise care for Village prisoners, which prisoners have been arrested for, or are serving sentences for, violations of Municipal Ordinances of the Village, or of State criminal codes, in the Gallia County Jail. If the jail is overcrowded so that no more prisoners may be admitted, the Village Police shall transport all Village prisoners charged under Municipal and State Affidavits and be responsible for transportation, incarceration and costs related thereto.
2. The Village of Rio Grande shall pay to the Gallia County Sheriff's Office the sum of \$48.00 per day, per Prisoner for the room and boarding of all Village prisoners, except felons who have been bound over.

Should the Village of Rio Grande have any pay-per-stay prisoners, when the prisoner has paid for his/her jail stay, the Village of Rio Grande shall be reimbursed the amount paid by said prisoner.

3. The Village shall be responsible for all medical expenses for Village prisoners prior to their confinement, for those charged with both felonies and misdemeanors.

Other than for the exception noted below, the Village shall also be responsible for medical treatment for any confined Village Prisoner charged with a felony, until a preliminary hearing is held and the Court files an Entry binding the prisoner over, or the Grand Jury indicts said prisoner, whichever first occurs, after which the County shall assume responsibility for all medical expenses. The Village shall also be responsible for the medical expenses for any Village prisoner charged with, or convicted of, a misdemeanor crime any time during their confinement. Any time during their confinement, the Village will provide transportation to a medical facility for said prisoners.

An exception to the Village's responsibility as listed above for medical treatment of Village Prisoners, is for any medical treatment necessitated by any event occurring during their incarceration while in the custody of the Gallia County Sheriff's Office, such as, but not limited to, an attack by another prisoner, self-inflicted injury, a slip or fall, choking, food poisoning, etc. The Village may have continuing liability for prisoners whose medical or mental conditions are known to the Village but undisclosed to the Gallia County Sheriff's Office at the time of incarceration.

4. As a means of dispute resolution, clarification, or reimbursement for damages or medical expenses, when a prisoner housed in the Gallia County Jail under a municipal conviction is involved, the County Sheriff and the Village Chief of Police shall meet and determine appropriate liability for each organization.
5. This contract shall become effective January 1, 2009, and shall continue for a term of one (1) year, expiring December 31, 2009.

IN WITNESS WHEREOF, Gallia County and The Village of Rio Grande have hereunto set their hands to duplicates hereof the day and year first above written.

GALLIA COUNTY

s/ Justin L. Fallon, President
David K. Smith, Vice-President
s/ Howard Joe Foster, Member

APPROVED AS TO FORM:

s/ JEFF ADKINS
Prosecuting Attorney
Gallia County, Ohio

VILLAGE OF RIO GRANDE, OHIO

By: Robert M. Easter, Village Mayor

APPROVED AS TO FORM:

James R. Henry
Village Solicitor
Village of Rio Grande, Ohio

OUT OF COUNTY INCARCERATION RATE

Browning recommended the cost for out of county incarceration at \$75.00 per day beginning January 1, 2009. Joe Foster made and Justin Fallon seconded the motion. Roll call: Mr. Fallon, yea; Mr. Foster, yea.

PHYSICIAN JAIL CONTRACT

Browning recommended that they approve the proposed contract with Dr. Mel P. Simon for one year period and they will review any changes for the next year. Joe Foster made and Justin Fallon seconded the motion. Roll call: Mr. Fallon, yea; Mr. Foster, yea; Mr. Smith, yea. The contract is as follows:

AGREEMENT AND CONTRACT

This agreement made and entered into as of the ____ day of ____ 20____, by and between the Sheriff's Office of Gallia County, Ohio and hereafter referred as the "First Party" and Dr. Mel P. Simon, hereafter referred as the "Second Party".

WITNESSETH

WHEREAS, the Sheriff of Gallia County, Ohio, has charge of the Gallia County Jail and under applicable statutory law and court decision is required to provide for a physician to attend to the medical needs for the inmates, and

WHEREAS, Dr. Mel P. Simon is duly licensed and qualified physician and desires to provide his professional medical services, upon request, in accordance with the terms and conditions stated herein:

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NOW THEREFORE in consideration of the mutual covenants contained herein, the parties do agree as follows:

TERM

1. The term of this agreement is to extend consecutively from year to year commencing on the date of the signature of the parties notwithstanding, and unless terminated as provided herein.

RENUMERATION

The First Party shall pay the Second Party an annual salary of EIGHT THOUSAND DOLLARS. In addition, lab fees, medication and other medical devices such as X-Rays are the responsibilities of the First Party.

SERVICES

1. The Second Party shall render medical care and attend "Sick Call" for the medical needs of the inmates of the Gallia County Jail. The Second Party shall visit the Gallia County Jail once every other week for "Sick Call".
2. Supervises as to the general health environment of the jail and make recommendations to the Sheriff of Gallia County and to the Judge of the Common Pleas Court when unsatisfactory conditions observed.
3. Implement any policies to assure quality of medical care.

OTHER CONDITIONS

No regulation of the jail shall involve the Second Party in any correctional or disciplinary process which is not related to genuine medical concerns or which would unduly restrict or compromise the medical judgment of the Jail Physician.

1. In situation requiring emergency care, custody procedures shall yield to the medical needs of the inmates to a facility appropriate to his health needs shall not be reasonably slowed by clearance procedures.
2. Nothing in this agreement shall prevent the Second Party from engaging in any Medical practice apart from the Gallia County Jail.
3. The Sheriff shall provide a smoke-free room for Physical Examination of Inmates by the Jail Physician or Second Party.
4. The Second Party agrees to carry adequate professional liability insurance.
5. In the event that the Second Party is on vacation or on a Medical Mission in a foreign country and inmates need emergency medical attention, the First Party shall refer emergency to the nearest Emergency Room for proper medical care.
6. This Agreement may be reviewed or amended ay time by mutual agreement of the parties herein.
7. This Agreement may be terminated by either party at any time with or without cause upon thirty (30) days of written notice delivered by mail or person. Notice to be sent to the First Party of the Gallia County Courthouse, Locust Street, Gallipolis, Ohio and of the Second Party at his place of business or residence.

IN WITNESS WHEREOF, The parties have hereunto set their hands.

12/30/08 s/Joe Browning, Gallia County Sheriff
 Date s/Mel P. Simon, M.D.
 12/30/08 s/Justin Fallon, Gallia County Board of Commissioners
 Approved as to form by s/Jeff Adkins, Prosecuting Attorney, Gallia County, Ohio

**FINAL YEAR END APPROPRIATION RESOLUTION
FOR FISCAL YEAR 2008**

County Administrator Karen Sprague presented the Commission with the Final Year End Appropriation Resolution for all the county's funds that was provided by the Gallia County Auditor's Office after all final year end business was concluded. The Commission must adopt this report as the County's Final Year End Appropriation Resolution. Adopting this document will reduce the cost of the County's audit and the audit will be able to be completed faster since the State Auditor's can start with this final year end report versus taking the beginning of year appropriation resolution and then having to research all the transfers and supplemental appropriations from the Commissioners Journal. The appropriations totaled as follows:

General Fund:

- Appropriations = \$8,421,463.81
- Special Revenue Funds:
- Appropriations = \$33,108,754.37
- Grand Total All Funds
- Appropriations = \$41,530,218.18

Justin Fallon entertained a motion that the Final Year End Appropriation Resolution for the fiscal year 2008 be approved and signed by the Commission as presented. Joe Foster made and Justin Fallon seconded that motion. Upon roll call votes were as follows: Justin L. Fallon, yea; Howard Joe Foster, yea. Document is on file with County Administrator's 2008 Budgetary Files.

**FINAL ANNUAL APPROPRIATION RESOLUTION
FOR FISCAL YEAR 2009**

County Administrator Karen Sprague presented the Commission with a Final Annual Appropriation Resolution for the county's various funds for the fiscal year beginning January 1, 2009 thru December 31, 2009, advising that the general fund appropriations are \$8,256,036.39 for the full year. The appropriations totaled as follows:

General Fund:

- Appropriations = \$8,256,036.39
- Encumbrances = \$192,711.50

Special Revenue Funds:

- Appropriations = \$20,328,892.82
- Encumbrances = \$653,206.35
- Balances Carried Forward = \$5,791,299.83

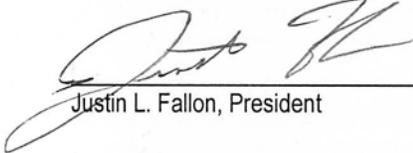
Grand Total All Funds

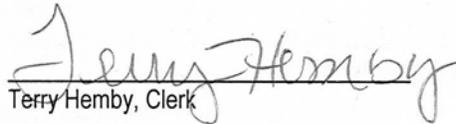
- Appropriations = \$28,584,929.21
- Encumbrances = \$845,917.85
- Balances Carried Forward = \$5,791,299.83

Justin Fallon entertained a motion that the Final Annual Appropriation Resolution for the fiscal year 2009 be approved and signed by the Commission as revised. Joe Foster made and Justin Fallon seconded that motion. Upon roll call votes were as follows: Justin L. Fallon, yea; Howard Joe Foster, yea.

ADJOURN

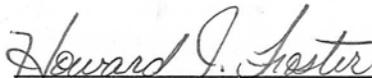
At 1:16 p.m. Justin Fallon entertained a motion for adjournment. Joe Foster made and Justin Fallon seconded the motion. Roll call: Mr. Fallon, yea; Mr. Foster, yea.


Justin L. Fallon, President


Terry Hemby, Clerk

absent

David K. Smith, Vice-President


Howard J. Foster, Member