

JANUARY 10, 2013

The Gallia County Board of Commissioners met on this date for the purpose of approving the minutes of the previous meeting, current transfers, appropriations and bills. At 9:00 a.m. the meeting was called to order by President Harold G. Montgomery. Roll Call: President Harold G. Montgomery, present; Commissioner Brent Saunders, present; Commissioner David K. Smith, present.

The President entertained a motion for approval of the January 3, 2013 minutes. Brent Saunders made and David K. Smith seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Saunders, yea; Mr. Smith, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
Clerk of Courts	Noreen Saunders	1/15 & 1/16	Columbus, OH	Ohio Clerk of Courts' Association monthly meetings
Commissioners	Karen Sprague	1/22	Dublin, OH	Mandatory CHIP Grant Application Training
Auditor	Larry Betz	1/11	Hocking County	CAA Meeting

The President entertained a motion to approve travel requests as submitted. David K. Smith made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Saunders, yea; Mr. Smith, yea.

Animal Shelter Canine Weekly Report													
Week Ending	Came in	Adopted	Reclaimed	Euthanized	Rescued	MIA	Died (Natural Causes)	Destroyed (in field)	To Foster Care	Back from Foster	Foster Care Total	Total Out	Shelter Total
1/7	10	3	1	0	7	0	0	0	0	3	5	10	37

K-9 PURCHASE AGREEMENT

Commissioners were in receipt of the following agreement regarding the sale of the K-9 "Jeck".

PURCHASE AGREEMENT

In consideration for one (1) dollar paid to the Gallia County Sheriff's Office ("GCSO"), Richard Harrison ("Purchaser") hereby purchases the K-9 "Jeck" from the GCSO effective January 31, 2013 for a fee of \$1.00 payable to the Gallia County General Fund.

As of that date:

- The animal is retired from service with the GCSO. Once ownership changes, any insurance concerning the animal that is carried by Gallia County will no longer be in effect. Purchaser is not to utilize the animal in the performance of any duties for the Sheriff's Office or hold-out the animal as a K-9 Unit of the GCSO;*
- The animal becomes the personal property of Purchaser and all legal rights, responsibilities and liabilities of canine ownership will be exclusively that of Purchaser.*
- Purchaser agrees to abide by all laws, regulations and ordinances concerning the ownership and/or custody of animals, including licensing, registration and safety.*

This agreement relieves Gallia County, "The Board of County Commissioners", "Sheriff" and "Gallia County Employees" from all liability claims related to any subsequent use of the K-9 by the purchaser.

s/ Richard Harrison, Purchaser

s/ Jeff Adkins, Prosecuting Attorney

s/ Joseph R. Browning, Sheriff

s/ Harold G. Montgomery, Pres. Gallia County Commissioners

The President entertained a motion to approve the agreement. David K. Smith made and Brent Saunders seconded the motion; Roll call: Mr. Montgomery, yea; Mr. Saunders, yea; Mr. Smith, yea.

EXECUTIVE SESSION - SHERIFF

At 9:38 a.m. David K. Smith made and Brent Saunders seconded the motion to enter into executive session with the Sheriff to discuss contracts. Roll call: Mr. Montgomery, yea; Mr. Saunders, yea; Mr. Smith, yea. Returned to regular session at 10:25 am. No action taken.

DJFS

Director Dana Glassburn presented the Board with a Fiscal Administrative Procedure Letter. He stated under new guidelines for DJFS you have to substantiate that early buy outs would have a cost savings to that department and maintain the savings for 6 years. Due to the low staffing it would not be feasible, or nearly impossible, to implement this program.

EXECUTIVE SESSION - EMS

At 10:33 a.m. the President entertained a motion to enter into executive session with EMS Director Boyer to discuss contracts. Roll call: Mr. Montgomery, yea; Mr. Saunders, yea; Mr. Smith, yea. Returned to regular session at 11:04 a.m.; no action taken.

BID OPENING - PATRIOT ROAD SLIP REPAIR

At 11:05 a.m. The President opened the following bids for the County Engineer Project:

Company	Total Bid
DGM Inc., Beaver, OH	\$ 498,482.76
U.S. Bridge, Cambridge, OH	\$ 513,378.20
Alan Stone Co., Inc., Cutler, OH	\$ 627,616.25

The following were in attendance: Michelle Miller, Gallia Hometown Herald; Jenny Brown, Engineer's Office; Ron Snyder, Alan Stone Company; Mark Salisbury, DGM; Art Rogovin, US Bridge; Nate Wutrick, US Bridge.

BID AWARD – PATRIOT ROAD SLIP REPAIR

Commissioners were in receipt of the following recommendation.

January 10, 2013

*Gallia County Commissioners
18 Locust Street, Room 1292
Gallipolis, OH 45631*

Dear Commissioners,

I have reviewed the proposals for the Patriot Road Slip Repair project. Three bids were received, from U.S. Bridge, Alan Stone Co., Inc, and DGM, Inc. The bids totaled \$513,378.20, \$627,616.25, and \$498,482.76 and, respectively.

The lowest bid was received from DGM. The bid is responsive, and below the engineer's estimate. The contractor meets all specifications and is qualified to perform the work.

Therefore, it is my recommendation that the above named project be awarded to DGM.

Sincerely,

s/ Jennifer Brown

*Jennifer Brown, P.E.
Assistant Engineer*

David K. Smith made and Brent Saunders seconded the motion to award the bid as recommended. Roll call: Mr. Montgomery, yea; Mr. Saunders, yea; Mr. Smith, yea.

4-YEAR DEPOSITORY AGREEMENT

Treasurer Steve McGhee presented a Memorandum of Agreement for Deposit of County Funds from OVB for signatures, which was awarded 12-20-12. David K. Smith made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Saunders, yea; Mr. Smith, yea.

EXECUTIVE SESSION-CONTRACTS

At 11:21 a.m. David K. Smith made and Brent Saunders seconded the motion to enter into executive session to discuss contracts. Roll call: Mr. Montgomery, yea; Mr. Saunders, yea; Mr. Smith, yea. Returned to regular session at 11:33 a.m.; no action taken.

ECONOMIC DEVELOPMENT

Economic Development Director Melissa Clark advised the Office of Aviation is conducting the Ohio Airports Focus Study Group to help ODOT and the Federal Aviation Administration make informed decisions on funding for Ohio's 97 publicly owned general aviation airports. The meeting will be Thursday, January 17, 2013, 2-4 pm, at the Pike County Government Center. Ms. Clark noted that Atlas Advertising will be coming to Gallia County tentatively February 6, 7, 8, or 20, 21, 22. They will be having meetings approximately 2½ days. Ms. Clark will work with Atlas Advertising to confirm dates.

MMO HEALTH INSURANCE BANK SETUP FORM

County Administrator Karen Sprague presented the Commission with Medical Mutual of Ohio health insurance bank setup form for the HRA account. David Smith Made and Brent Saunders seconded the motion to approve the form as presented. Roll call votes: Mr. Montgomery, yea; Mr. Saunders, yea; Mr. Smith, yea.

MMO LIFE INSURANCE QUOTE

County Administrator Karen Sprague presented the Commission with life insurance quote from Medical Mutual of Ohio. The rate is \$4.65 per person per month, which is more than the current rate with UHC of \$3.60 per person per month. John Saunders is checking to see if the UHC plan county employees are currently under is a two or one year contract. No action until further info is obtained from John Saunders.

RIO GRANDE VILLAGE 2013 JAIL AGREEMENT

County Administrator Karen Sprague presented the Commission with the 2013 jail agreement with Rio Grande Village for approval and signing. President Montgomery entertained a motion to approve the agreement. Brent Saunders made and David Smith seconded the motion. Roll call votes: Mr. Montgomery, yea; Mr. Saunders, yea; Mr. Smith, yea.

2013

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

THIS AGREEMENT, made and concluded at Gallipolis, Ohio this 9th day of January, 2013 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 \$70.00 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. If an inmate is required to have medical care and there is a delay in the Village being available to transport **and** guard them then the Sheriff (as required by law) will have them transported by county staff and will bill the Village for the man hours involved as well as the medical costs. 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, 2013, and shall continue for a term of one (1) year, expiring December 31, 2013.

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/ **Harold G. Montgomery**, President
s/ **Brent Saunders**
s/ **David K. Smith**
APPROVED AS TO FORM:
s/ **JEFF ADKINS**
Prosecuting Attorney
Gallia County, Ohio

VILLAGE OF RIO GRANDE, OHIO
s/ **Robert M. Easter**, Village Mayor
APPROVED AS TO FORM:
s/ **Britt Wiseman**
Village Solicitor
Village of Rio Grande, Ohio

2013 AGREEMENT FOR INDIGENT DEFENSE SERVICES
MUNICIPAL COURT

County Administrator Karen Sprague presented the Commission with an agreement for Indigent Defense Services in Municipal Court for FY 2013. It was noted this agreement is required by the Ohio Public Defenders Office in order for state reimbursement of indigent defense counsel costs for City cases. Per Kathryn Smith of the Ohio Public Defenders Office the County must pass a resolution that the County Commission approves and consents to the terms of the agreement to cover the period of January 1, 2013 through December 31, 2013. The City of Gallipolis approved this agreement on 12/4/2012 that allows for payment from the City to the County in the amount of \$15,000. Harold Montgomery entertained a motion that the Commission approve and consent to the terms of the agreement as presented. David Smith made and Brent Saunders seconded the motion. Roll call votes: Mr. Montgomery, yea; Mr. Saunders, yea; Mr. Smith, yea.

2013 AGREEMENT FOR INDIGENT DEFENSE SERVICES
IN MUNICIPAL COURT
(Public Defender)

This Agreement is entered into by and between the Gallia County Commissioners, (or County Public Defender Commission), with a mailing address of 18 Locust Street, Room 1292, Gallipolis, Ohio 45631, (hereinafter referred to as the "COUNTY"), and the city of Gallipolis, with a mailing address of 848 Third Avenue, Gallipolis, Ohio 45631 (hereinafter referred to as the "CITY").

WHEREAS, the CITY recognizes its responsibility under the laws of the State of Ohio and of the United States of America to provide legal counsel to indigent persons charged with a violation of a CITY ordinance for which the penalty or any possible adjudication includes the potential loss of liberty, and

WHEREAS, Gallia County has adopted a program whereby a County Public Defender Commission has been formed and has contracted with a Not for Profit Corporation, "Gallia County Criminal Defense Corporation", in the County of Gallia.

WHEREAS, the Gallia COUNTY Public Defender Commission pursuant to Ohio Revised Code §120.14 and §120.16 may enter into a contract with a municipal corporation whereby the County provides legal representation to indigent adults and juveniles charged with a violation of an ordinance of a municipal corporation for which the penalty or possible adjudication includes the potential loss of liberty and under which the municipal corporation shall pay the COUNTY for these services.

WHEREAS, these contracts must contain terms in conformance with Ohio Administrative Code 120-1-09 and the parties must follow the Ohio Public Defender Commission standards and guidelines and the State Maximum Fee Schedule for Appointed Counsel, in order for the COUNTY to obtain reimbursement for indigent defense costs pursuant to Ohio Revised Code §120.18, §120.33 and §120.35, and pay the CITY it's appropriate share if such has not already been calculated into the formula to determine compensation, and

WHEREAS, this Agreement has been authorized by the CITY by Ord. #O2012-89, passed by the CITY Council on December 4, 2012, and by Resolution passed by the Board of Commissioners of Gallia County on January 10, 2013.

NOW THEREFORE, the parties do mutually agree to bind themselves as follows:

1. REPRESENTATION

- 1.1 The COUNTY will contract with the CITY to provide legal representation in Municipal Court on or after the commencement date and during the term of this agreement in which the defendant is indigent and charged with the commission of an offense or act which is a violation of a CITY ordinance and for which the penalty or any possible adjudication includes the potential loss of liberty, except in those matters where the Public Defender, its attorneys or designees have a conflict of interest.
- 1.2 Indigency shall be determined in accordance with the standards of indigency and other rules and guidelines established by the Ohio Public Defender's Commission and the State Public Defender, pursuant to Ohio Revised Code §120.03 and Ohio Administrative Code §120-1-03.
- 1.3 A major purpose of this agreement is to enable the COUNTY and CITY to obtain partial reimbursement of its costs to have the not-for-profit corporation, "Gallia County Criminal Defense Corporation", or appointed counsel in conflict situations, provide legal representation in Gallipolis Municipal Court and Gallia County Common Pleas Court for indigent adults and juveniles charged with any violation of a CITY ordinance for which the penalty or any possible adjudication includes the potential loss of liberty. Any question regarding terms or performance of this agreement should be resolved in favor of obtaining this result.

2. COMPENSATION

- 2.1 CITY agrees to pay the COUNTY as follows:
The sum of Fifteen Thousand Dollars (\$15,000.00) which shall constitute full and complete payment for all the Public Defender services during the term of this agreement.
Amounts paid by the Municipality for representation of such indigent persons, whether by a contractual amount or fee schedule, shall not exceed the fee schedule in effect and adopted by the County Commissioners.
- 2.2 The sum shall be paid in quarterly payments of \$3,750.00 dollars on the following dates: March 31st, June 30th, September 30th and December 31st of each year;
- 2.3 The CITY must make said payments no later than March 31st, June 30th, September 30th and December 31st. The COUNTY will issue quarterly invoices.
- 2.4 In situations where outside Counsel is appointed for representation in the Municipal Court in conflict situations, shall be paid according to the schedule promulgated by the County under O.R.C. 120.33.
- 2.5 The COUNTY and CITY agree that the COUNTY will keep any reimbursement received from the Office of the Ohio Public Defender Commission pursuant to Chapter 120 of the Ohio Revised Code for any amounts the CITY expended pursuant to this agreement for assigned counsel costs.

3. DURATION OF CONTRACT and TERMINATION

- 3.1 The term of this agreement shall be January 1, 2013 to December 31, 2013.
- 3.2 If COUNTY or CITY shall fail to fulfill in a reasonable, timely and proper manner its obligations under this agreement or if either party shall substantially violate any of the covenants, agreements or stipulations of this agreement, then the aggrieved party shall hereupon have the right to terminate this agreement by giving written notice to the other party of such termination and specifying an effective date thereof at least thirty (30) days before the effective date of said termination. Termination by either party shall not constitute a waiver of any other right or remedy it may have in law or in equity for breach of this agreement by the other party.
- 3.3 Written notice shall be considered furnished when it is sent by Certified Mail, return receipt requested or is hand delivered.

4. TERMS OF AGREEMENT

- 4.1 Indigency and client eligibility for representation under this agreement shall be determined under the terms of Ohio Revised Code Section 120.05 and the Ohio Administrative Code
- 4.2 Recognizing that the requests for reimbursements must be received by the State Public Defender within sixty (60) days of the end of the calendar month in which a case is finally disposed of by the Court, the Gallipolis Municipal Court Clerk shall promptly notify the COUNTY of the Municipal ordinance cases completed and pending in any month.
- 4.4 After approval, the County Auditor shall thereafter, process the fees and expenses approved by the Court in accordance with the procedure set forth in Ohio Revised Code §120.33.
- 4.5 There shall be no discrimination against any employee who is employed in the work covered by this agreement or against any application for such employment because of the race, color, religion, sex, age, handicap or national origin. This provision shall apply to, but not be limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, raises of pay or other forms of compensation, and selection for training, including apprenticeship. The COUNTY shall insert a similar provision in any subcontract for services covered by this agreement.
- 4.6 No personnel of the parties or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

5. PARTICIPATION IN RECOUPMENT PROGRAM and APPLICATION FEE ASSESSMENT

The Parties agree to participate in a recoupment program for partially indigent defendants' counsel fees as provided in Ohio Administrative Code 120-1-05 and 120-1-03(J), and also the application fee program set out in ORC 120.36. Any application fees collected by the Municipal court clerk for defendants charged only with municipal code violations and turned over to the county shall have the County's share (80% of amount collected) be returned to the Municipality at the end of each month when the Ohio Public Defender's share of (20%) is also remitted.

6. MODIFICATION/TERMINATION

- 6.1 This contract may not be amended orally.
- 6.2 This contract may be amended only by written addendum, signed and executed by the parties named herein, or their successors.
- 6.3 This Agreement may be terminated by either party upon thirty (30) days written notice. Written notice shall be considered furnished when it is hand-delivered or when it is sent certified mail, return receipt requested.

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

CITY OF GALLIPOLIS
s/ Randall J. Finney 12/5/2012
Gallipolis City Manager

GALLIA COUNTY PUBLIC DEFENDER COMMISSION	
Lynn Angell-Queen	Date
Atty. William Eachus	Date
Glenn Miller	Date
Atty. Jeffrey L. Finley	Date
Atty. Mark E. Sheets	Date

Approved by:
Timothy Young, Ohio Public Defender Date

**FINAL YEAR END APPROPRIATION RESOLUTION
FOR FISCAL YEAR 2012**

County Administrator Karen Sprague presented the Commission with the Final 2012 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 2012 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 = \$8,155,349.90

Special Revenue Funds:

- Appropriations = \$81,007,656.65

Grand Total All Funds

- Appropriations = \$89,163,006.55

President Montgomery entertained a motion that the Final Year End Appropriation Resolution for the fiscal year 2012 be approved and signed by the Commission as presented. Mr. Smith made and Mr. Saunders seconded that motion. Upon roll call votes were as follows: Mr. Montgomery, yea; Mr. Saunders, yea; Mr. Smith, yea. Document is on file with County Administrator's 2012 Budgetary Files.

DECEMBER 2012 FINANCIAL REPORT REVIEW

County Administrator Karen Sprague presented the Commission with:

- The December 2012 Financial Reports for comparison with the December 2011 Financial Reports. The following was noted during the review:
 - 1/1/2011 beginning cash balance was \$589,342.87
 - 1/1/2012 beginning cash balance was \$259,796.89 (It was noted that \$160,000 of this balance is for Davis Hall Lot Purchase Bond, which means the true cash balance was \$99,769.98)
 - Difference of (\$329,545.98)
 - 12/31/2011 ending cash balance was \$259,796.89
 - 12/31/2012 ending cash balance was \$902,133.75
 - Difference of \$642,336.86
 - Also reviewed Final Transfers and Advances to cover funds in the red
 - 2012 YTD Fund Report
 - 2013 Fund Transfers
 - 2012 actual vs 2013 anticipated revenue report
 - 2012 EMS & WRC funds revenue reports
 - 2013 1st Amended Certificate shows anticipated revenue \$8,199,154.07

JAIL MEDICAL PERSONNEL CONTRACT

WHEREAS, the Gallia County Sheriff and Gallia County Commissioners do operate and do desire to continue to operate a jail facility, and

WHEREAS, the Ohio Administrative Code, Section 5120:1-8-09, requires a county jail to have a designated jail physician, licensed to practice medicine in Ohio, who shall be responsible for health care services pursuant to a written agreement, contract or job description, and

WHEREAS, the Gallia County Jail has an average daily population of less than fifty (50) inmates, and

WHEREAS, Dr. Derek Hollingsworth, D.O., is licensed to practice medicine in Ohio, and is willing to serve as the Medical Director and designated jail physician for the Gallia County Jail for a fixed fee of Seven Hundred Eighty Dollars and No Cents (\$780.00) per month, and

WHEREAS, Canaday Care, LLC, Elizabeth (Betsy) A. Canaday, CNP, is willing to serve as the Nurse Practitioner for the Gallia County Jail for a fixed fee of Ninety Dollars and No Cents (\$90.00) per hour of services performed,

IT IS THEREFORE AGREED by and between the parties to this agreement that Derek Hollingsworth, D.O., is hereby contracted to serve as the Medical Director and designated jail physician for the Gallia County Jail, and Canaday Care, LLC, Elizabeth (Betsy) A. Canaday, CNP, is hereby contracted to serve as the Nurse Practitioner for the Gallia County Jail.

IT IS FURTHER AGREED that the Medical Director and designated jail physician shall provide guidance, leadership, oversight and quality assurance, including but not limited to the development or revision, as needed, of medical policies and procedures for the jail, and that the Nurse Practitioner will provide necessary medical services, including but not limited to health appraisals and weekly sick call for inmates, as well as other health care as needed.

IT IS FURTHER AGREED that the Medical Director and designated jail physician, for services performed, shall be compensated at the fixed fee of Seven Hundred Eighty Dollars and No Cents (\$780.00) per month, payable monthly.

IT IS FURTHER AGREED that the Nurse Practitioner, for services performed, shall be compensated at the fixed rate of Ninety Dollars and No Cents (\$90.00) per hour of services performed; that the Nurse Practitioner will submit an invoice to the Jail Administrator on no less than a monthly basis for services performed; and that the Nurse Practitioner will be paid for services performed no more than thirty (30) days after submitting an invoice for the said services.

IT IS FURTHER AGREED that the Medical Director and designated jail physician, and the Nurse Practitioner, will provide their own malpractice and/or other liability insurance, and that Gallia County, its officers, agents and assigns, shall be indemnified and held harmless by the contracted parties for any medical malpractice or other liability issues arising from the contracted parties' conduct or treatment of inmates.

IT IS FURTHER AGREED that this agreement shall be effective for one (1) year, retroactive to 12:01 a.m. on January 1, 2013 and expiring at 11:59 p.m. on December 31, 2013, unless this agreement is cancelled by either party prior to that time. Cancellation of this agreement by either party is permitted with thirty (30) days written notice by the cancelling party to the other party. If, on December 31, 2013, any sums are owed pursuant to this agreement to the Medical Director and designated jail physician, and/or to the Nurse Practitioner, for services performed or in the process of being performed, those sums will be paid in full on that date.

IT IS FURTHER AGREED that this agreement is not assignable by any of the contracting parties without the prior written consent of all the contracting parties; that this contract shall be governed under the laws of the state of Ohio; and that the jurisdiction and venue for any dispute arising under this contract shall be in Gallia County, Ohio.

The parties acknowledge that this agreement is made in good faith and represents the best efforts of all parties to provide expertise in handling medical and other health care issues requiring any specialty services and input.

THIS AGREEMENT concluded the 10th day of January, 2013 as evidenced by the signatures of the parties below:

s/ Derek Hollingsworth, D.O.

s/ Joseph R. Browning, Gallia County Sheriff

s/ David K. Smith, Gallia County Commissioner

Prepared and approved as to form by:

s/ Eric R. Mulford, Assistant Prosecuting Attorney

s/ Elizabeth (Betsy) A. Canaday, CNP

s/ Harold G. Montgomery, Gallia County Commissioner

s/ Brent Saunders, Gallia County Commissioner

The President entertained a motion to sign the agreement as submitted and recommended by the Sheriff. David K. Smith made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Saunders, yea; Mr. Smith, yea.

RECORDER

The Board received correspondence from the County Recorder requesting any new Zoning Resolutions or Zoning Amendments be filed with his office. No action taken.

CLERK OF COURTS – ELECTED OFFICIAL BOND APPROVAL

The President entertained a motion to approve the Gallia County Clerk of Courts Official Bond as presented in the amount of \$50,000. Brent Saunders made and David K. Smith seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Saunders, yea; Mr. Smith, yea. Bond was signed by President Montgomery and will be filed in the Gallia County Treasurers Office as required by ORC.

EXECUTIVE SESSION –EMS

At 2:00 P.m. the President entertained a motion to enter into executive session with EMS Director Boyer to discuss contracts. Brent Saunders made and David K. Smith seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Saunders, yea; Mr. Smith, yea. Returned to regular session at 2:42 p.m.; no action taken.

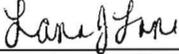
JUVENILE COURT DELINQUENT DEBT AGREEMENT

The Board was in receipt of a Delinquent Debt Collection Agreement between the Ohio Attorney General and the Gallia County Juvenile Court. The President entertained a motion to approve the agreement as submitted and recommended. David K. Smith made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Saunders, yea; Mr. Smith, yea.

ADJOURN

At 3:40 p.m. The President entertained a motion for adjournment. David K. Smith made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.


Harold G. Montgomery, President


Lana J. Lane, Clerk


Brent Saunders, Commissioner


David K. Smith, Commissioner