

JANUARY 16, 2014

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

The President entertained a motion for approval of the January 9, 2014 minutes. Brent Saunders made and Harold G. Montgomery seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea.

The President entertained a motion for approval of the January 13, 2014 minutes. Brent Saunders made and Harold G. Montgomery seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
Commissioners	Karen Sprague	1/22	Waverly, OH	Project Review Committee
		1/28	Dublin, OH	OCD Grant Management

The President entertained a motion to approve travel requests as submitted. Brent Saunders made and Harold G. Montgomery seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, 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
1/13	17	1	0	0	13	0	0	0	10	13	364	24	38

FINANCIAL REPORT REVIEW

County Administrator Karen Sprague presented the Commission with:

- 2nd. and 3rd. Amended Certificate of Estimated Resources (2014)

CERTIFICATE OF COMPLETION

FY 2012 CDBG COMMUNITY DEVELOPMENT GRANT (B-F-12-1AY-1)

County Administrator Karen Sprague presented the Commission with the Certificate of Completion form for the County's FY 2012 CDBG Community Development Grant (B-F-12-1AY-1) which must be submitted to the Ohio Department of Development upon completion of the grant. David Smith entertained a motion that the Certificate of Completion be approved and signed as presented. Brent Saunders made and Harold G. Montgomery seconded that motion. Upon roll call votes were as follows: David Smith, yea; Brent Saunders, yea; Harold Montgomery, yea. The form is on file in the County's CDBG grant files.

KANAUGA ADDISON SURVEY PINS

Paul Hutchins submitted the following price for resetting survey pins:

- 95, 117, and 315 Kelly Drive - \$650.00
- 2485 State Route 7 North -\$650.00
- 56 Island Avenue - \$650.00

Mr. Hutchins noted a completion date of no later than March 1, 2014. Harold G. Montgomery made and Brent Saunders seconded the motion to hire Paul Hutchins. Upon roll call votes were as follows: David Smith, yea; Brent Saunders, yea; Harold Montgomery, yea.

FY 2013 CDBG FORMULA GRANT (B-F-13-1AY-1)

SIGNATURE CARD RESOLUTION

County Administrator Karen Sprague presented the Commission with the Signature Card documents to update those allowed to sign for CDBG grants for 2014, which must be submitted to the Ohio Development Services Agency. David Smith entertained a motion that the Signature Card forms be approved and signed as presented. Brent Saunders made and Harold G. Montgomery seconded that motion. Upon roll call votes were as follows: David Smith, yea; Brent Saunders, yea; Harold Montgomery, yea. The form is on file in the County's CDBG grant files.

JAIL AGREEMENT – BOARDING CITY OF GALLIPOLIS PRISONERS

The Sheriff's Office presented the Commission with the agreement for boarding prisoners for the City of Gallipolis which was already approved and signed by the City officials and Gallia County Prosecutor. The President entertained a motion to approve the agreement as presented. Brent Saunders made and Harold G. Montgomery seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

2014

MEMORANDUM OF UNDERSTANDING FOR THE BOARDING OF PRISONERS IN JAIL

THIS AGREEMENT, made and concluded at Gallipolis, Ohio this 14th day of January, 2014 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 \$68.00 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.

If an inmate is required to have medical care and there is a delay in the City 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 City for the man hours involved as well as the medical costs.

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, 2014, and shall continue for a term of one (1) year, expiring December 31, 2014.

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

Sl David K. Smith

By: **David K. Smith**, President

Sl Brent Saunders

By: **Brent Saunders**, Vice-President

Sl Harold G. Montgomery

By: **Harold G. Montgomery**, Commissioner

APPROVED AS TO FORM:

Sl Jeff Adkins

JEFF ADKINS

Prosecuting Attorney
Gallia County, Ohio

CITY OF GALLIPOLIS, OHIO

Sl Randall J. Finney

By: **Randall J. Finney**, City Manager

APPROVED AS TO FORM:

Sl Adam Salisbury

Adam Salisbury

City Solicitor
City of Gallipolis, Ohio

2014 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 2014. 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, 2014 through December 31, 2014. The City of Gallipolis approved this agreement on 1/7/2014 that allows for payment from the City to the County in the amount of \$15,000. The President entertained a motion that the Commission approve and consent to the terms of the agreement as presented. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call votes: Mr. Montgomery, yea; Mr. Saunders, yea; Mr. Smith, yea.

2014 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. #O2014-01, passed by the CITY Council on January 7, 2014, and by Resolution passed by the Board of Commissioners of Gallia County on January 16, 2014.

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, 2014 to December 31, 2014.
- 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.

CASTO & HARRIS, INC. — RE-ORDER NO. 11596-13

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	GALLIA COUNTY PUBLIC DEFENDER COMMISSION	
sl <i>Randall J. Finney</i> 1/14/2014	Lynn Angell-Queen	Date
Gallipolis City Manager	Atty. William Eachus	Date
	Glenn Miller	Date
	Atty. Jeffrey L. Finley	Date
	Atty. Mark E. Sheets	Date
sl <i>Adam Salisbury</i> 1/14/2014		
Gallipolis City Solicitor		

Approved by:
Timothy Young, Ohio Public Defender Date

RESOLUTION
2014 AGREEMENT FOR INDIGENT DEFENSE SERVICES
GALLIA COUNTY CRIMINAL DEFENSE LAWYERS

County Administrator Karen Sprague presented the Commission with an agreement for Indigent Defense Services with the Gallia County Criminal Defense Lawyers for FY 2014. It was noted that only one year agreements are allowed by the Ohio Public Defenders Office in order for state reimbursement of indigent defense counsel costs.

- o \$296,640 for FY 2014
 - Payments will be made in equal monthly installments of \$24,720.00 on or before the second Friday of the month during FY 2014

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 and appropriates the funds necessary as required by the agreement. The President entertained a motion that the Commission approve and consent to the terms of the 2014 agreement as presented to be effective January 1, 2014, noting the amount of \$296,640 is included in the FY 2014 Annual Appropriation Resolution. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call votes: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

AGREEMENT

This Agreement is made and entered into in Gallia County, Ohio, effective as of the 1st day of January, 2014, by and between the Gallia County Public Defender Commission, Gallia County, Ohio (hereinafter referred to as Commission), and Gallia County Criminal Defense Lawyers, an Ohio non-profit corporation (hereinafter referred to as GCCDL).

WHEREAS, by resolution duly passed by the Gallia County Commissioners on January 18, 2007, the Gallia County Public Defender Commission was created; and

WHEREAS, the Commission is obligated by Section 120.14 of the Ohio Revised Code, to provide for counsel to represent indigent persons in the proceedings set forth in division (A) of Section 120.16 of the Ohio Revised Code; and

WHEREAS, pursuant to Section 120.14 of the Ohio Revised Code, the Commission may contract with a non-profit corporation for the provision of services in accordance with Section 120.14 and 120.44; and

WHEREAS, the Gallia County Commissioners passed a Resolution authorizing a contract between the Commission and GCCDL, for indigent representation from January 1, 2014 through December 31, 2014; and

WHEREAS, the Gallia County Commissioners have budgeted and appropriated the sum of \$296,640.00, for 2014 to fund the Gallia County Public Defenders Commission for the provision of indigent representation as set forth hereafter.

WHEREAS, GCCDL has the primary purpose of providing legal representation to indigent persons and is in a position to provide competent legal counsel to indigents in criminal and certain other juvenile matters; and

WHEREAS, the Commission desires to contract with GCCDL and GCCDL desires to undertake the statutory obligations of the County Public Defender.

NOW THEREFORE, in consideration of the mutual promises of the parties set forth herein, the parties agree that:

1. The term of this Agreement shall be from January 1, 2014 to December 31, 2014.
2. GCCDL shall provide to the Gallia County Common Pleas Court, General Division, Domestic Division and Juvenile Division, and Gallipolis Municipal Court, with indigent representation in all criminal cases, contempt proceedings arising from failure to pay child support and other required Juvenile Court matters as provided for by Ohio Revised Code 2151.352 referred to it by the Courts, excluding homicides with death penalty specifications. GCCDL through its assignment of counsel agrees to independently contract with attorneys in order to avoid or resolve conflict issues. In the event that no member counsel for GCCDL is available due to irresolvable conflict of interest, then independent counsel shall be assigned directly by the Court and the cost shall then be the obligation of GCCDL, and not be an additional cost to the county. Should such a conflict exist and the appropriate Court need to appoint outside counsel, said counsel shall submit a court appointed fee request to the Court which upon approval shall be presented to the GCCDL for payment.
 - a. GCCDL nor any attorneys duly appointed or assigned shall be obligated to pursue any appeal which GCCDL or the attorney determines lacks merit or for any other reasons within professional, ethical judgment should not be pursued.
3. In all cases arising within the jurisdiction of Gallia County, Ohio, GCCDL shall provide attorneys to act as counsel of record for indigents at arrest, at formal charging, or at indictment provided such indigents qualify for representation under the guidelines established by the Ohio Public Defender in Rule 120-1-3 of the Ohio Administrative Code, which is incorporated herein by reference.

CASSTO & HARRIS, INC. — RE-ORDER NO. 11596-13

4. Upon request for indigent representation in appropriate cases, the Court shall refer the individual to GCCDL. GCCDL shall require the requesting individual to complete a financial Disclosure/Affidavit of Indigency and/or other forms as shall be required by the Ohio State Public Defender to insure reimbursement by the State of Ohio, and shall determine indigency of such individuals, subject to review by the Court, in the same manner as provided in Section 120.05 of the Ohio Revised Code. Within ten days from receipt of said referral, GCCDL shall report back to the Court on its finding of indigency and if so found, provide the Court with the entry of appearance of counsel.
5. In connection with the performance of work under this Agreement, the GCCDL agrees not to discriminate against any employee, independent contractor, or applicant for employment because of race, color, religion, sex, handicap, or national origin. GCCDL shall take affirmative action to ensure applicants are employed, and those employees are treated during employment without regard to their race, color, religion, sex, handicap, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprentice.
6. GCCDL has the responsibility to complete any and all cases once representation has commenced under the terms of this Agreement. Representation commenced in the trial court shall be continued through all trial court proceedings. This provision does not prohibit GCCDL from withdrawing from a case due to an irresolvable conflict of interest recognized by the Court, or from withdrawing due to a finding of the client's financial ineligibility for services. It is anticipated that a conflict of interest for an individual attorney providing services hereunder does not necessarily mean that GCCDL cannot continue to provide representation through another attorney. The substitution of a different attorney to a case shall not be considered a new referral or appointment for the purpose of identifying the number of cases referred. In the event that a conflict does exist which prevents representation by GCCDL, the Court shall assign a private attorney to represent the indigent client and the GCCDL shall pay this private attorney from the proceeds of this contract with the County.
7. GCCDL will utilize the service of attorneys as independent contractors. Attorneys will devote the time necessary to provide effective representation to the indigent clients.
8. GCCDL shall employ or independently contract for support staff and non-attorney personnel as needed to complete the obligations of this contract. Special needs for investigators, social workers, mental health professionals, and other forensic experts necessary to provide competent representation shall be brought to the attention of the Court for authorization of procuring the services at county cost. Compensation for employees, subcontractors and retained experts shall be at rates commensurate with their training, experience and at a rate similar to other public agencies within Gallia County.
9. GCCDL may request payment in addition to that under this agreement for cases that require an extraordinary amount of time and preparation. The request for such consideration must be approved in advance by the Judge assigned to such case.
10. GCCDL shall retain financial records, submit financial reports and submit to an annual financial audit. A report of these findings shall be provided to the Commission and shall also be forwarded to the Ohio Public Defender Commission as part of the annual report submitted pursuant to Sections 120.14 and 120.24 of the Ohio Revised Code.
11. GCCDL shall provide indigent representation to all clients in a professional, skilled manner consistent with Chapter 120 of the Ohio Revised Code, the Rules of the Ohio Public Defender Commission, the Ohio Public Defender Standards, the canons of ethics for attorneys in Ohio, and case law and applicable court rules defining the duties of counsel and rights of parties.
12. GCCDL shall require all attorneys participating as independent contractors to provide proof of malpractice insurance in minimal amounts of \$100,000 per claim, and \$300,000 in the aggregate.
13. GCCDL shall maintain a case reporting system, and upon request shall be available to the appropriate courts of Gallia County, the Board of Commissioners of Gallia County, and the Public Defender Commission of Gallia County. However, no information shall be required to be released that may be deemed to breach the attorney-client privilege. GCCDL shall report the caseload data to the State Public Defender, the Gallia County Public Defender Commission, and appropriate Gallia County officials on a monthly basis, or as shall be required by the State Public Defender. Payment will not be issued unless the proper reporting is submitted to Gallia County.
 - a. GCCDL shall track and report to the Gallia County Auditor's Office monthly and to the Gallia County Commissioners Office annually the number of cases for which it provides legal representation to indigent adults and juveniles charged with a violation of an ordinance of the municipal corporation of Gallipolis for which the penalty or possible adjudication includes the potential loss of liberty. This report shall include the case number and the dollar amount charged by the attorney. Payment will not be issued unless the report is submitted to Gallia County.
14. Gallia County shall pay to GCCDL:
 - a. For services provided hereunder, except as otherwise provided in this section, as follows:
 - i. For FY 2014 the sum of TWO HUNDRED NINETY-SIX THOUSAND SIX HUNDRED FORTY DOLLARS (\$296,640.00), to be paid in equal monthly installments of \$24,720.00 on or before the second Friday of the month during FY 2014. Said sums shall be appropriated by the Board of County Commissioners and be available to meet the requirements under this agreement.
15. The Gallia County Commissioners shall retain all reimbursements for funds received for indigent attorney fees.
16. This contract shall be effective from January 1, 2014, through December 31, 2014. Either party may terminate this contract upon giving thirty (30) days written notice to the other party. Should this contract be terminated, the County shall remain obligated to provide indigent representation in a manner provided by law.
17. Should the GCCDL have insufficient attorneys to meet the obligations set forth herein, additional attorneys shall be required by the GCCDL to provide adequate and competent representation. The Judges of the various courts served by the GCCDL by a majority vote shall determine, after discussion with GCCDL, when there exists insufficient attorneys to service the Courts.
18. GCCDL shall submit any and all forms necessary to insure reimbursement for the county, in accordance with the requirements of the Office of the Ohio Public Defender. This shall be done on a monthly basis. Failure to submit the necessary forms in a timely manner could result in payments being held under this contract.

GALLIA COUNTY CRIMINAL
DEFENSE LAWYERS
Date: 1/13/2014

GALLIA COUNTY PUBLIC
DEFENDER COMMISSION
Date: _____

By: s/ William D. Conley

President

APPROVED:

OHIO STATE PUBLIC DEFENDER
COMMISSION

Date: _____

By: _____

APPROVED AS TO FORM:

Date: 1/15/2014

By: s/ C. Jeffrey AdkinsC. Jeffrey Adkins, Gallia County
Prosecuting Attorney

By: _____

Chairman

BOARD OF COMMISSIONERS
OF GALLIA COUNTY, OHIO

Date: 1/16/2014

By: s/ David K. Smith

David K. Smith, President

By: s/ Brent Saunders

Brent Saunders, Vice President

By: s/ Harold G. Montgomery

Harold G. Montgomery

EXECUTIVE SESSION – PERSONNEL

At 9:35 a.m. The President entertained a motion to enter into executive session to discuss a personnel issue regarding the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea. Returned to regular session at 9:55 a.m.; no action taken.

EXECUTIVE SESSION - PERSONNEL

At 10:10 a.m. the President entertained a motion to enter into executive session with JFS Director Dana Glassburn to discuss personnel issues, resignation, disciplinary action and negotiations. Brent Saunders made and Harold G. Montgomery seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea. Director Glassburn left the meeting at 10:25 a.m. Mr. Glassburn returned to the meeting at 10:35 a.m. Returned to regular session at 10:40 a.m.; no action taken.

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, Elizabeth A. Canaday, CNP, is a licensed Nurse Practitioner 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 Eight Hundred Fifty Dollars and No Cents (\$850.00) 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 One Hundred Dollars and No Cents (\$100.00) per hour of services performed,

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 Eight Hundred Fifty Dollars and No Cents (\$850.00) per month, payable monthly.

IT IS FURTHER AGREED that the Nurse Practitioner, for services performed, shall be compensated at the fixed rate of One Hundred Dollars and No Cents (\$100.00) per hour of services performed; 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, 2014 and expiring at 11:59 p.m. on December 31, 2014, 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, 2014, 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.

s/ Joseph R. Browning, Gallia County Sheriff

s/ David K. Smith, Gallia County Commissioner

s/ Brent Saunders, Gallia County Commissioner

Approved as to form by:

s/ Jeff Adkins, Prosecuting Attorney

s/ Elizabeth (Betsy) A. Canaday, CNP

s/ Harold G. Montgomery, Gallia County Commissioner

The President entertained a motion to enter into contract as recommended by Sheriff Browning. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr.

Saunders, yea. Also in attendance were: Chief Richard Grau, Jenny Taylor, Betsy Canaday and Holly Wells of Canaday Care.

SHERIFF DEPARTMENT BSSA COMMAND VEHICLE

Sheriff Browning presented the following:

Cooperative Agreement among the
The Ohio Department of Public Safety, Emergency Management Agency,
The Buckeye State Sheriffs' Association, the Board of County Commissioners of Gallia County and the
Gallia County Sheriff's Office

This Cooperative Agreement is made by and between the Ohio Department of Public Safety, Emergency Management Agency (hereafter "Ohio EMA"), the Buckeye State Sheriffs' Association (hereafter "BSSA"), the Board of County Commissioners of Gallia County (hereafter "County Commissioners"), and the Gallia County Sheriff's Office, for cooperative use of the interoperable communications vehicle and equipment, described in Appendix A.

WHEREAS, Ohio EMA is charged with the coordination of all activities of all agencies for emergency management within the state and in carrying out those duties on behalf of the Governor, shall utilize the services, equipment, supplies, and facilities of existing agencies of the state and political subdivisions to the maximum extent practicable and the officers and personnel of all such agencies shall cooperate and extend such services, equipment, supplies, and facilities to the Governor or the Executive Director of the emergency management agency upon request (Ohio Revised Code Sections 5502.22 & 5502.28); and

WHEREAS, BSSA has among its purposes the provision for the prompt exchange of information pertaining to the duties, methods and official practice of the members and the furnishing of notice of all such matters as may threaten violation of law or injury to persons or property and cooperation with peace officers throughout Ohio and with similar organizations in other States.; and

WHEREAS, the Board of County Commissioners of Gallia County is charged with Entering into agreements with other entities (Ohio Revised Code Section 307.15); and

WHEREAS, the Gallia County Sheriff's Office is charged with preserving the public peace and protecting persons and property within Gallia County (Ohio Revised Code Section 311.07); and

WHEREAS, Ohio EMA, BSSA, the County Commissioners, and the Gallia County Sheriff's Office are willing to cooperate in the operation, maintenance, deployment, and use of a communications vehicle, purchased through the Law Enforcement Terrorism Prevention Program Grant (LETPP), for the purpose of enhancing communications interoperability for all first responders in the event of a disaster or emergency within the State; and

WHEREAS, this cooperative agreement is advantageous to Ohio EMA, BSSA, Gallia County and the citizens of Ohio.

NOW, THEREFORE, the parties hereto agree as follows:

1. OWNERSHIP

The interoperable communications vehicle and equipment will be purchased by Ohio EMA for BSSA for the sole and express use as regional interoperable communications vehicle under the exclusive control and authority of the Gallia County Sheriff. Any and all titles/manufacturers' statements of origin for the interoperable communications vehicle and equipment will be in the name of Board of County Commissioners of Gallia County. The interoperable communications vehicle and equipment shall not be sold, salvaged, traded or used for any other purpose than that described in this agreement and must be returned to Ohio EMA for final disposition in the same condition as when the Gallia County Sheriff's Office took possession, with the exception of ordinary wear and tear and normal depreciation.

2. MODIFICATIONS TO THE VEHICLE

The Gallia County Sheriff's Office shall not make any modifications to the vehicle without the prior written approval of Ohio EMA and BSSA. All accessories, tools, equipment or sirens, purchased solely by the Gallia County Sheriff's Office, and added to the interoperable communications vehicle or equipment will remain the property of the Gallia County Sheriff's Office and may be removed prior to returning the interoperability vehicle and equipment to Ohio EMA. Prior to removal of any installed accessories, tools, equipment or sirens, the parties to this agreement will jointly review the proposed removal to assure the condition of the vehicle will not be damaged beyond repair. The Gallia County Sheriff's Office assumes all responsibility for any modifications to the interoperable communications vehicle and equipment, whether made during installation or removal of equipment.

3. RETURN OF VEHICLE & EQUIPMENT

The interoperable communications vehicle and equipment shall be returned to Ohio EMA and BSSA for reassignment if the County Commissioners and Gallia County Sheriff's Office is no longer able to support the operation and maintenance of the vehicle and equipment, wishes to terminate its participation in this cooperative relationship, or refuses to deploy the interoperable communications vehicle and equipment regionally when requested.

4. USE OF THE INTEROPERABILITY VEHICLE AND EQUIPMENT

The principle use of the interoperable communications vehicle and equipment shall be regional deployment for interoperable communications for emergency response to a disaster and shall be available for deployment to other parts of the State, upon request and if available. The interoperable communications vehicle and equipment shall be furnished by Ohio EMA and BSSA for the cooperative use of the Gallia County Sheriff's Office pursuant to this agreement and any supplementary procedures agreed upon for the use, operation and maintenance of the vehicle and equipment. The interoperable communications vehicle shall be driven and maintained exclusively by the Gallia County Sheriff's Office or other person(s) designated by the Gallia County Sheriff. The communications equipment shall be operated and maintained by Gallia County Sheriff's Office or other person(s) designated by the Gallia County Sheriff's Office and trained by Ohio EMA, BSSA, and the Gallia County Sheriff's Office.

The Gallia County Sheriff's Office shall respond to all calls requesting the deployment of the interoperable communications vehicle. The Gallia County Sheriff's Office shall have exclusive authority to determine operational availability to deploy the vehicle, within the region or statewide, as needed to support interoperable communications during emergency response, without additional approval from Ohio EMA or BSSA.

5. INSPECTIONS & ANNUAL REPORT

The Gallia County Sheriff's Office shall make the interoperable communications vehicle and equipment available for inspection by Ohio EMA and BSSA or their duly authorized representatives, at all reasonable times when requested by Ohio EMA and BSSA. Joint inspections shall be completed at least once each year. The Gallia County Sheriff's Office

shall be responsible for scheduling the inspection and shall forward a copy of the inspection report to BSSA and Ohio EMA.

Following the completion of the Gallia County Sheriff's Office's activities during each year in which this Agreement is in effect, an annual report shall be submitted to Ohio EMA and BSSA. The annual report will include an itemized list of operational issues, maintenance, repairs, installations, removals and vehicle and equipment modifications. The annual report will also include record of mileage, generator engine hours, the number of days deployed for emergency and/or training, the locations of deployment, the number of in-service days and the number of maintenance hours.

6. VEHICLE STORAGE

The Gallia County Sheriff's Office shall store and maintain the interoperable communications vehicle and equipment in a temperature-controlled building. The cost for said storage is the sole responsibility of Gallia County.

7. OPERATION, MAINTENANCE, AND DAMAGE REPAIRS

The Gallia County Sheriff's Office shall assume the cost of all operation, maintenance, and repairs of the interoperable communications vehicle and equipment and shall keep the vehicle and equipment in a clean, safe and good operating condition for the duration of this agreement. The Gallia County Sheriff's office shall follow the maintenance program outlined in the vehicle's and equipment owner's manuals.

8. INSURANCE & INDEMNIFICATION

The County shall, at its sole cost, maintain insurance on the interoperable communications vehicle and equipment in case of fire, theft, damage, or destruction for the full amount of its current value for the entire term of this agreement and any extensions or renewals. Gallia County shall furnish, annually, to Ohio EMA and BSSA the declaration page or memorandum copy of the insurance policy for the coverage required in this section. All insurance policies purchased by Gallia County shall carry the requirement that Ohio EMA and BSSA will be notified in writing thirty (30) days prior to the cancellation of any coverage for any reason.

Gallia County shall defend, indemnify, and hold harmless the State of Ohio, Ohio EMA, and the BSSA, their agents and employees, from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may incur as a result of the County's negligence in the operation or maintenance of the interoperable communications vehicle.

9. TERM OF AGREEMENT

This Agreement shall remain in force and effect from the latest date written below through _____, _____, or until such time as either party, upon ninety (90) days prior, written notice to the other party, shall request its cancellation. This Agreement can be renewed prior to its expiration upon written agreement of the parties.

10. This Cooperative Agreement among the Ohio Department of Public Safety, Emergency Management Agency, The Buckeye Sheriffs' Association, the Board of County Commissioners and the County Sheriff's Office was approved by the Board of County Commissioners by resolution _____, dated _____.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as of the day and year written below.

Executive Director
Ohio Emergency Management Agency
Date: _____

Executive Director
Buckeye State Sheriffs' Association
Date: _____

Director
Ohio Department of Public Safety
Date: _____

SI Joseph Browning
County Sheriff
Date: _____

SI Jeffrey Adkins
Approved as to form:
Gallia County Prosecuting Attorney
Date: 1/16/14

SI David K. Smith
President
Gallia County Board of Commissioners
Date: 1/16/14

The President entertained a motion to enter into agreement based upon the Sheriff's recommendation. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

EXECUTIVE SESSION - PERSONNEL

At 10:50 a.m. the President entertained a motion to enter into executive session with Sheriff Browning and Chief Grau to discuss a personnel issue regarding the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea. Returned to regular session at 11:00 a.m.; no action taken.

PERSONNEL

County Administrator Karen Sprague recommended the following employee promotions and a new hire due to position vacancies:

- Robert Hudson promotion to Maintenance Site Supervisor at the Service Center effective 1/27/2014 at a pay rate of \$10.50 per hour.
- Tom Wheeler promotion to add Assistant Building Supt./Assistant Airport Manager to his existing job duties in the Maintenance Dept. effective 1/27/2014 at a pay rate of \$10.00 per hour.
- Jason Harris changed to full time Assistant Dog Warden, effective 1/27/2014. No change in rate of pay.
- Scott Elkins hired to the Service Center Maintenance Dept., effective 1/20/2014, at a rate of \$9.00 for 90 days probationary period. Upon successful completion of probation, hourly rate will increase \$1.00 per hour.

Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

FAIRVIEW ROAD FINANCIAL ASSISTANCE APPLICATION

Economic Development Director Melissa Clark submitted the financial assistance application of Fairview Road for the president's signature. The Jobs Ohio 629 request is \$25,000 and the ODOT Jobs and Commerce request is \$34,648.00. The President entertained a motion for approval. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

LEAVE DONATION APPLICATION

Commissioners received the following leave donation application:

Department	Donating Employee	Receiving Employee	Hours Donated	Pay Period
Sheriff	Anthony K. Werry	Patrick Cochran	40	1/21/14
Sheriff	Heather Casto	Patrick Cochran	32.3	1/21/14

The President entertained a motion to approve the leave donation application as requested. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

INVESTMENT ADVISORY COMMITTEE

Gallia County Treasurer, Steve McGhee, Chair of the Investment Committee, presented the 4th. Quarter 2013 investment report for review. The Investment reports are submitted monthly; with meetings held quarterly. Members present were the Commissioners and the County Treasurer. Commissioners questioned one of the line items and Mr. McGhee will check the issue and report back next week.

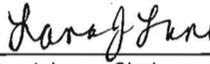
The Investment Report is on file in the Treasurer's office and in the Commissioner's office for review.

ADJOURN

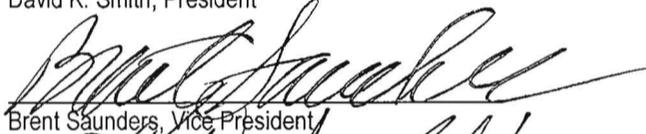
At 4:00 p.m. the President entertained a motion for adjournment. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea.



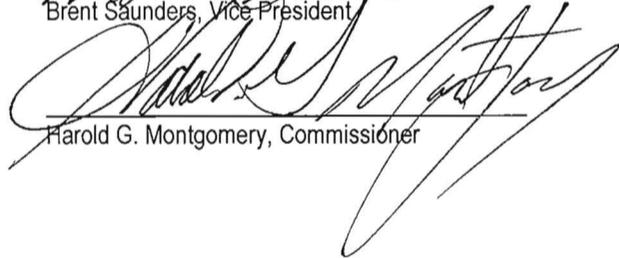
David K. Smith, President



Lana J. Lane, Clerk



Brent Saunders, Vice President



Harold G. Montgomery, Commissioner