

DECEMBER 23, 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 December 18, 2014 minutes. Brent Saunders made and Harold G. Montgomery seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

2014 Canine Shelter 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
12/22	10	8	0	0	3	0	1	0	0	0	401	11	22

FINANCIAL REPORT REVIEW

County Administrator Karen Sprague presented the Commission with:

- 31st Amended Certificate of Estimated Resources
- December Sales Tax Report
- Review County General Fund departmental draft budgets for 2015

GREEN SEWER PHASE 1 PROJECT UPDATE

County Administrator Karen Sprague updated the Commission on the Green Sewer Phase 1 project:

- Received the OEPA NPDES permit for storm sewers associated with the project
- Received official approval from USDA Rural Development State of Ohio office of the Plans, Specs and Bid Documents for the project

MEMO ENTRY – REVENUE/EXPENSE OPWC-KA SEWER LOAN ASSISTANCE GRANT

County Administrator Karen Sprague advised the Commission that OPWC will make direct payment to OWDA for loan interest during and the first year after construction. In order to reflect the receipt and expenditure of these grant funds within the county fund established as OPWC-KA Sewer Loan Assistance Grant Fund the County Auditor must make the following memo entries:

- Memo payin in the amount of \$1,241.06 into 173.3000.400100 from OPWC Grant CO07M
- Memo expense in the amount of \$1,241.06 from 173.0173.531100 to OWDA vendor # 7189 for interest on USDA interim loan financing with OWDA Loan # 5906

David Smith entertained a motion to approve the memo entry as presented. Harold G. Montgomery moved and Brent Saunders seconded the motion. Roll call votes: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea.

RESOLUTION – NATIONAL FOREST RECEIPTS/SECURE RURAL SCHOOLS PROGRAM

County Administrator Karen Sprague presented the following resolution for approval of the Commission.

WHEREAS, Gallia County has received funds annually from the Federal Forest Service grant since 1994 totaling \$242,154.54 (see attached spreadsheet) and these funds were deposited into the County's General Fund; and

WHEREAS, the National Forest Receipts / Secure Rural Schools Program requires these funds be utilized for public roads or schools; and

WHEREAS, it is the intent of the Board of Gallia County Commissioners, that the required distribution of the above stated Federal Forest Service grant funds has been completed with an annual distribution of \$4,000 to each of the counties 15 townships totaling \$60,000 annually.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Gallia County Commissioners that the \$60,000 distributed to Townships within Gallia County annually includes the required distribution of the Federal Forest Service grant funds received dating back to 1994.

Harold G. Montgomery moved and Brent Saunders seconded the adoption of this resolution dated the 23rd day of December, 2014. Upon roll call votes: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea.

EXECUTIVE SESSION – CONTRACTS

At 10:00 a.m. the President entertained a motion to enter into executive session with County Administrator to discuss contracts. 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 10:10 a.m.; no action taken.

HEALTH INCENTIVE RESOLUTION INCREASE

The President entertained a motion to adopt the following resolution for health incentives to county employees that obtain health insurance from another source outside the county policy, which increases the amount to \$2,000 from \$1,500 as previously passed by resolution on December 4, 2014. Harold G. Montgomery made and Brent Saunders seconded the motion; Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

HEALTH INCENTIVE RESOLUTION

WHEREAS, the Gallia County Commissioners find that certain County Employees are able to obtain Health/Hospital Insurance from another source outside the County; and

WHEREAS, the Gallia County Commissioners further find, if any employee obtains insurance from an outside source it would be a financial benefit to Gallia County; and

*WHEREAS, the Gallia County Commissioners agree to offer a cash incentive up to *Two Thousand Dollars (\$2,000.00) to employees who obtain Health/Hospital Insurance from another source outside the County, and are not receiving benefits from any County Health Insurance Program in any way (i.e., via Medical, Vision and/or Dental Health Insurance Coverage); and*

WHEREAS, the Gallia County Commissioners further find that this resolution can only be superseded by **Union Contract Agreements and departments governed by their own respective boards** and is subject to the ***amounts specified by those boards and respective collective bargaining agreements.**

NOW, THEREFORE, BE IT RESOLVED that any employee of a department for Gallia County that receives its funding from the **County General Fund** shall receive up to Two Thousand Dollars *(\$2,000.00) cash incentive (prorated if less than a year) on the last payday of November.

BE IT FURTHER RESOLVED, that any employee who obtains Health/Hospital Insurance from an outside source, and is not receiving benefits from any County Health Insurance Program in any way (i.e., via Medical, Vision and/or Dental Health Insurance Coverage), must sign a release stating that they have obtained Health/Hospital insurance from an outside source and agree to dismiss Gallia County from its obligation to provide said insurance.

BE IT FURTHER RESOLVED that, if, for any reason, any employee's outside insurance is terminated during 2015, the County will re-admit the employee to the County Plan, based upon the County's insurance company's approval and the employee will receive the cash incentive on a pro rata basis.

This resolution shall take effect upon its signing this 23rd. day of December 2014.

Sl David K. Smith, President Sl Brent Saunders, Vice President Sl Harold G. Montgomery, Commissioner

JAIL AGREEMENT – BOARDING CITY OF GALLIPOLIS PRISONERS

The Commission was in receipt of 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.

2015

MEMORANDUM OF UNDERSTANDING FOR THE BOARDING OF PRISONERS IN JAIL

THIS AGREEMENT, made and concluded at Gallipolis, Ohio this 23rd. day of December, 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, 2015, and shall continue for a term of one (1) year, expiring December 31, 2015.

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

APPROVED AS TO FORM:

Sl Jeff Adkins

JEFF ADKINS

Prosecuting Attorney
Gallia County, Ohio

CITY OF GALLIPOLIS, OHIO

Sl Eugene Greene

By: **Eugene Greene**, City Manager

Sl Harold G. Montgomery

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

APPROVED AS TO FORM:

Sl Adam Salisbury

Adam Salisbury

City Solicitor
City of Gallipolis, Ohio

**2015 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 2015. 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, 2015 through December 31, 2015. The City of Gallipolis approved this agreement on 12/16/2014 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. Brent Saunders made and Harold G. Montgomery seconded the motion. Roll call votes: Mr. Montgomery, yea; Mr. Saunders, yea; Mr. Smith, yea.

**2015 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. #02014-81, passed by the CITY Council on December 16, 2014, and by Resolution passed by the Board of Commissioners of Gallia County on December 23, 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, 2015 to December 31, 2015.*
- 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.*

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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/ Eugene Greene 12/17/2014
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

JAIL MEDICAL PERSONNEL CONTRACT

The Sheriff's Office presented the following:

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, license 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 and fifty dollars 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 Nurse Practitioner 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 Nurse Practitioner. For services performed shall be compensated at the fixed fee of eight hundred and fifty dollars no cents (\$850.00) per month

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 said services.

IT IS FURTHER AGREED that 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 12:01a.m. On January 1, 2015 and expiring at 11:59 p.m. on December 31, 2015, unless this agreement is cancelled by either party prior to the time. Cancellation of this agreement by either party is permitted with thirty (30) days written 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,

2015, any sums are owed pursuant to this agreement 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 healthcare issues requiring any specialty services and input.

s/ Joseph R. Browning, Gallia County Sheriff
Approved as to form by:
s/ Jeff Adkins, Prosecuting Attorney

s/ Elizabeth A. Canaday, , CNP
s/ David K. Smith, Gallia County Commissioner
s/ Brent Saunders, Gallia County Commissioner
s/ Harold G. Montgomery, Gallia County Commissioner

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

AGREEMENT WITH SHERIFF & SOLID WASTE DISTRICT

Sheriff Browning submitted the following agreement for approval:

Agreement Between The Sheriff of Gallia County and The Gallia, Jackson, Meigs and Vinton Joint Solid Waste Management District

THIS AGREEMENT is made and entered into as of the 15th day of January, 2015 by and between the Sheriff of Gallia County, Ohio and the Gallia, Jackson, Meigs and Vinton Joint Solid Waste Management District (the District), acting by and through it's Board of Directors, under the circumstances summarized in the following recitals:

A. The District is a joint solid waste management district established by the Counties of Gallia, Jackson, Meigs and Vinton Counties in accordance with Section 343.01 of the Ohio Revised Code for the purposes stated within said section;

B. The approved Solid Waste Management Plan of the District provides for the funding of Sheriff's Departments in the District to conduct enforcement activities in conjunction with Health Departments and District personnel;

C. The District Board of Directors has allocated funds in the 2015 District budget for this purpose and wishes to distribute those funds to the Sheriff's Departments in the District;

NOW THEREFORE, in consideration of the premises and the mutual agreements contained herein, the Board of Directors and the Sheriff of Gallia County agree as follows:

Section 1. Sheriff Department Services

a. The Sheriff of Gallia County will provide a Deputy Sheriff that is certified as a peace officer by the Ohio Peace Officers Training Council to investigate each illegal dumping or litter complaint filed with said Gallia County Sheriff's Department. Said Deputy Sheriff shall work a minimum of **16 (sixteen)** hours per week performing enforcement activity directly related to illegal dumping or littering for a period commencing January 15, 2015 and ending December 31, 2015.

b. The Sheriff of Gallia County shall furnish monthly activity reports to the District on a form prescribed and furnished by the District. Said Sheriff will also make available to the District copies of case data and field reports relating to illegal dumping or litter complaints, at the request of the District. The Activity Reports are due to the District by the 10th day of the month following the previous months activities. Activity Report Form located in Exhibit A.

Section 2. Disbursements to the Gallia County Sheriff

a. The District agrees to disburse to the Gallia County Sheriff a total of \$25,000.00 (twenty five thousand dollars) in 2015 for the activities outlined in section 1 of this agreement. Payment will be made in 4 (four) equal payments on the following dates: February 10, 2015; April 10, 2015; July 10, 2015 and October 10, 2015.

b. The Sheriff of Gallia County agrees that monies will only be expended for the enforcement of environmental laws of the State of Ohio and that any monies expended for any other purpose shall be repaid to the District. The Sheriff further agrees to maintain detailed records of the monies disbursed under this Agreement and make said records available to the District upon request.

Section 3. Compliance with Federal and State Law

a. The Sheriff agrees to comply with all applicable federal, State and local laws in the performance of any activities contemplated by this Agreement. The Sheriff is an independent contractor with the District under this Agreement, and neither the Sheriff or his employees or agents are employees of the District. The Sheriff accepts full responsibility for payment of all unemployment compensation, workers compensation premiums, income tax deductions, and any other taxes or payroll deductions required for the employee engaged to perform the activities contemplated by this Agreement.

Section 4. Indemnification

a. The Sheriff agrees to the extent permitted by law, to protect, defend, indemnify and hold harmless the Board of Directors, the policy committee and any committee or subcommittee thereof, the District, and all officers, employees and agents of the foregoing, free and harmless from and against any and all losses, penalties, damages, settlements, costs or liabilities of every kind and character arising out of, or in connection with, any acts or omissions of the Sheriff, his employees and agents, negligent or otherwise.

Section 5. Termination.

a. Either the District Board of Directors or the Sheriff may terminate this Agreement without cause upon notice, in writing to the other party not fewer than 30 days prior to the effective date of termination, which shall be specified in the notice. Upon receipt by the Sheriff or the giving by the Sheriff of any such notice of termination, the Sheriff shall not incur any additional obligations. The District agrees to disburse additional monies to the Sheriff in accordance with **Section 2** of this Agreement to the extent necessary to reimburse the Sheriff for costs paid or obligations properly incurred by the Sheriff for the performance of its obligations under this Agreement prior to it's receipt or giving of notice of termination. Any monies disbursed to the Sheriff under this Agreement that have not been expended or encumbered for the payment of obligations incurred by the Sheriff prior to his receipt or giving of notice of termination, shall be repaid to the District on the effective date of termination, and the Sheriff shall submit a completed statement to the District stating the balance of the funds disbursed to him by the District as of the effective date of termination and the amount expended, or encumbered but not yet expended, for the payment of obligations incurred by the Sheriff prior to his receipt or giving of notice of termination. In the event that monies encumbered for obligations incurred by the Sheriff remain on deposit on the effective date of termination or additional monies are to be disbursed to the Sheriff in accordance with this Agreement for obligations incurred by the Sheriff for the performance of the duties under this Agreement prior to his receipt or giving of notice of termination, the various provisions of this Agreement other than the obligation of the District to disburse monies to the Sheriff set forth in **Section 2**, shall survive the termination of this Agreement.

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Section 6. Notices.

a. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be given when mailed, postage prepaid, by first class mail, or delivered by courier, addressed as follows:

If to the Sheriff: Gallia County Sheriff
Courthouse
Gallipolis, Ohio 45631

If to the District: GJM Solid Waste Management District
1056 South New Hampshire Ave.
Wellston, Ohio 45692

The Sheriff or the District may, by notice given hereunder, designate any further or different addresses to which subsequent notices; certificates, requests or other communications shall be sent.

Section 7. Integration and Binding Effect.

a. This Agreement embodies the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. This Agreement shall inure to the benefit of, and shall be binding upon the Sheriff and the Board of Directors and their respective successors and assigns, provided that this Agreement shall not be assigned by either party without the consent of the other party, which consent shall not be unreasonably withheld.

Section 8. Amendments, Changes & Modifications.

a. This Agreement may not be effectively amended, changed, or modified except by an instrument executed in the same manner as this Agreement approved by each party hereto.

Section 9. Counterparts.

a. This agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 10. Severability.

a. In case any section or provision of this Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof, which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, entered into or taken in the manner and to the full extent permitted by law.

Section 11. Construction.

a. The terms used in this Agreement shall be construed so as to be consistent with, and to give effect to, any applicable state or federal laws or regulations issued there under, but otherwise so as to confer the fullest possible authority upon each party to accomplish the purposes of this Agreement.

Section 12. Captions & Headings.

a. The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision or section of this Agreement.

Section 13. Laws of State Govern.

a. This Agreement shall be deemed to be an agreement made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of said State.

IN WITNESS WHEREOF, the Sheriff of Gallia County and the Gallia, Jackson, Meigs & Vinton Joint Solid Waste Management District, acting by and through it's Board of Directors, have caused this Agreement to be executed and to be effective as of the date set forth above.

Sheriff of
Gallia County
By: s/ Joseph R. Browning
Title: Sheriff
Date: 12/17/14

Gallia, Jackson, Meigs & Vinton
Joint Solid Waste Management District
By: s/ Terri B. Marchi
Title: Director
Date 12/15/14

Commissioners of Gallia County:
s/ David K. Smith, President 12/23/14
s/ Brent Saunders, Vice President 12/23/14

s/ Harold G. Montgomery, Commissioner 12/23/14

Harold G. Montgomery made and Brent Saunders seconded the motion to approve the above agreement as presented; Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

CERTIFICATE OF RECOGNITION

The President entertained a motion for the following certificate of recognition:

With deepest appreciation

The Board of Gallia County Commissioners Presents this

CERTIFICATE OF RECOGNITION

to

Ronald & Kathryn Keenan

The Board of Gallia County Commissioners hereby honors & recognizes Mr. & Mrs. Ronald and Kathryn Keenan on your 50th Wedding Anniversary. As exemplary citizens of Gallia County, you both have demonstrated high values and standards having placed God, Family and Country as your highest priorities in rearing your family in Gallia County. To this, we the Board of Gallia County Commissioners, does hereby resolve to place in the archives of the county records from this day forward congratulating Ronald & Kathryn Keenan on your 50th Wedding Anniversary. Presented on this 27th day of December, 2014.

David K. Smith, President

Brent Saunders, Vice Pres.

Harold G. Montgomery, Commissioner

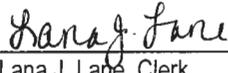
Brent Saunders made and Harold G. Montgomery seconded the motion; Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

ADJOURN

At 12:00 p.m. the President entertained a motion for adjournment. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.



David K. Smith, President



Lana J. Lane, Clerk



Brent Saunders, Vice President



Harold G. Montgomery, Commissioner