

DECEMBER 31, 2015

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 Brent Saunders. Roll Call: President Brent Saunders, present; Vice President Harold G. Montgomery, present; Commissioner David K. Smith, present.

The President entertained a motion for approval of the December 24, 2015 minutes. Harold G. Montgomery made and David K. Smith seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

2015 Canine Shelter Weekly Report														
Week Ending	Came in	Adopted	Reclaimed	Euthanized	Out to Rescue	MIA	Died (Natural or unknown Causes)	Destroyed (in field)	Total Out	Remaining at shelter	Out to County Foster	In from County Foster	Died in Foster (Natural or Unknown Causes)	Total i.. Foster
12/27	14	2	1	0	15	0	0	0	19	15	1	0	0	2

**ANNUAL APPROPRIATION RESOLUTION
FOR FISCAL YEAR 2016**

County Administrator Karen Sprague presented the Commission with the Annual Appropriation Resolution for all funds for the fiscal year beginning January 1, 2016 thru December 31, 2016. The appropriations totaled as follows:

General Fund:

- Appropriations = \$8,530,919.47
- Encumbrances = \$113,882.37

Special Revenue Funds:

- Appropriations = \$23,018,893.42
- Encumbrances = \$167,528.76
- Balances Carried Forward = \$11,475,758.65

Grand Total All Funds

- Appropriations = \$31,549,812.89
- Encumbrances = \$281,411.13
- Balances Carried Forward = \$11,475,758.65

Brent Saunders entertained a motion that the Annual Appropriation Resolution for the fiscal year 2015 be approved and signed by the Commission. Harold G. Montgomery made and David K. Smith seconded that motion. Upon roll call votes were as follows: Brent Saunders, yea; Harold G. Montgomery, yea; David K. Smith, yea.

**FAA GRANT 2015 DRAW #5 APPROVAL
GALLIA-MEIGS REGIONAL AIRPORT PROJECT**

Commission received from Delta Airport Consultants the FAA grant 2015 draw #5 forms requesting \$4,950.00 from the County's FAA grant for the 90% share of the following invoices:

- Delta Airport Consultants Inv # 9 - \$5,500.00
- Total = \$5,500.00
- 90% FAA grant = \$4,950.00
- 10% local match = \$550.00

Brent Saunders entertained a motion to approve and sign the grant draw #5 forms for payment of engineering invoices as presented. Harold G. Montgomery moved and David K. Smith seconded this motion. Upon roll call votes were as follows: Brent Saunders, yea; Harold Montgomery, yea; David K. Smith, yea.

YEAR-END ADVANCES

The President entertained a motion to authorize Deputy Auditor Terri Short to advance funds from County General Fund to the following funds, if they remain in the red after final pay-ins dated 12/31/2015:

032	ROTARY	(15,030.20)
034	SEWER	(9,194.09)
064	BCMh	(1,567.96)
069	SWIMMING POOLS	(1,143.27)
081	REPRODUCTIVE H & W GRANT	(30,718.28)
083	PHEP GRANT	(13,417.05)
086	CFHS GRANT	(4,001.79)
087	WIC GRANT	(8,895.59)
091	SEWAGE TREATMENT SYSTEMS	(4,473.70)
324	2014 FAA AIRPORT GRANT	(642.14)
334	2015 FAA AIRPORT GRANT	(18.00)

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

2016 MATERIAL AND SERVICES CONTRACT

The Gallia County Local School District submitted the 2016 agreement between the Gallia County Local School District and the Gallia County Commissioners regarding services of the Gallia County Highway Department. The President entertained a motion to approve the submitted contracts. Harold G. Montgomery made and David K. Smith seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

The contract is as follows:

THIS CONTRACT AND AGREEMENT, MADE AND CONCLUDED IN GALLIPOLIS, OHIO, THIS 14th DAY OF **DECEMBER**, 2016 BY AND BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF GALLIA COUNTY, OHIO, HEREINAFTER CALLED THE FIRST PARTY, AND **GALLIA COUNTY LOCAL SCHOOLS**, HEREINAFTER CALLED THE SECOND PARTY.

WITNESSETH:

WHEREAS, THE SECOND PARTY IS DESIROUS OF HAVING CERTAIN STREETS AND ROADS WITHIN ITS TERRITORY CONSTRUCTED, RELOCATED, REPAIRED, OR IMPROVED, AND ANY OTHER WORK REQUIRED OF THE FIRST PARTY, AS FOLLOWS: TO WIT:

GENERAL ROAD WORK AND DUST CONTROL.

WHEREAS, THE SECOND PARTY DOES NOT HAVE THE NECESSARY EQUIPMENT AND/OR PERSONNEL TO PERFORM THE WORK AFORESAID AND DOES DESIRE TO HAVE SAID WORK PERFORMED BY THE FIRST PARTY, THROUGH THE ENGINEER BRETT BOOTHE AND HIGHWAY DEPARTMENT OF SAID COUNTY; AND **JUDE MEYERS, SUPERINTENDENT.**

WHEREAS, THE ENGINEER'S OFFICE AND THE EMPLOYEES OF SAID GALLIA COUNTY HIGHWAY DEPARTMENT MAY BE AVAILABLE ON SATURDAYS AND OTHER DAYS OF EACH WEEK (PROVIDING IT DOES NOT INTERFERE WITH OVERALL MAINTENANCE OF COUNTY HIGHWAY SYSTEM) TO PERFORM WORK AND LABOR FOR, AND ON BEHALF OF, OTHER POLITICAL SUB-DIVISIONS WITHIN THE COUNTY.

WHEREAS, THE SECOND PARTY AGREES TO THE GALLIA COUNTY ENGINEER'S "**PAYMENT OF MATERIAL AND SERVICES POLICY**".

NOW THEREFORE, THE FIRST PARTY IS WILLING TO FURNISH THE NECESSARY EQUIPMENT AND LABOR, AND TO PERFORM THE WORK AFORESAID, AS A CHARGE TO THE SECOND PARTY FOR THE USE OF SAID EQUIPMENT, MATERIALS, AND LABOR. ALL LABOR, MATERIALS USED, AND FRINGE BENEFIT RATES WILL BE CHARGED AT THE CURRENT COUNTY RATES. EQUIPMENT WILL BE CHARGED AT THE FOLLOWING RATES

"GALLIA COUNTY ENGINEER'S 2016 EQUIPMENT RATES"

ATHEY LOADER	\$75.00
BERM BOX - TANDEM AXLE TRUCK	\$45.00
BROOM TRUCK - SINGLE AXLE	\$35.00
BRUSH CHIPPER	\$35.00
CASE BACKHOE	\$30.00
CASE WHEEL LOADER	\$50.00
CRANE	\$80.00
CRANE - WITH PILING LEADS	\$90.00
DISTRIBUTOR TRUCK	\$35.00
DUMP TRUCK / TANDEM LOW BOY TRAILER	\$40.00
DUMP TRUCK - SINGLE AXLE	\$35.00
ETNYRE SELF PROPELLED CHIP SPREADER	\$50.00
FLAT BED TRUCK - 1 TON	\$15.00
FORD TRACTOR - BRUSH / GRASS CUTTER	\$45.00
FORD TRACTOR-NO EQUIPMENT	\$30.00
FUEL TRUCK	\$25.00
GRADALL	\$75.00
GRADER	\$55.00
RUBBER TIRE ROLLER	\$32.00
SEMI TRACTOR / ASPHALT TANKER TRAILER	\$50.00
SEMI TRACTOR / DROP FRONT LOW BOY TRAILER	\$50.00
SERVICE TRUCK	\$25.00
SNOW PLOW / SPINNER TRUCK - SINGLE AXLE	\$50.00
SNOW PLOW / SPINNER TRUCK - TANDEM AXLE	\$60.00
SNOW PLOW TRUCK- SINGLE AXLE	\$45.00
SNOW PLOW TRUCK- TANDEM AXLE	\$55.00
SPINNER TRUCK-SINGLE AXLE	\$40.00
SPINNER TRUCK-TANDEM AXLE	\$50.00
STEEL DRUM ROLLER	\$35.00
TANDEM AXLE DUMP TRUCK	\$45.00
TRACKHOE	\$75.00
TRACKHOE (SMALL)	\$58.00
TRAILER AIR COMPRESSOR	\$20.00
TRUCK - 1/2 TON	\$12.00
TRUCK - 3/4 TON PICKUP	\$15.00
WATER PUMP (3 INCH)	\$12.00
WATER TRUCK - 1100 GAL WPUMP	\$35.00
WELDING TRUCK	\$25.00

WHEREAS, THE SECOND PARTY IS DESIROUS OF **MATERIAL PURCHASES** FROM THE ENGINEER'S OFFICE AND HIGHWAY DEPARTMENT FOR THEIR USE.

WHEREAS, MATERIAL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE BY THE ENGINEER'S OFFICE AND HIGHWAY DEPARTMENT.

WHERE, THE SECOND PARTY AGREES TO THE GALLIA COUNTY ENGINEER "**PAYMENT OF MATERIAL AND SERVICES POLICY**".

THEREFORE, BE IT RESOLVED, THE FIRST PARTY IF WILLING TO FURNISH MATERIAL WITH LOADING AT COUNTY COST AS A CHARGE TO THE SECOND PARTY.

THE SECOND PARTY AGREES, DOES COVENANT, TO SAVE HARMLESS THE FIRST PARTY FROM ANY AND ALL LOSS AND RESPONSIBILITY FOR ANY DAMAGES AND/OR FOR INJURY TO PERSONS, PROPERTY, OR OTHERWISE, ARISING FROM THE USE OF THIS EQUIPMENT PERFORMANT OF THE WORK AND LABOR UNDER THIS AGREEMENT.

THE FIRST PARTY AGREES THAT THE WORK SHALL BE DONE UNDER THE SUPERVISION OF THE GALLIA COUNTY ENGINEER OR PERSONS DESIGNATED BY HIM.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS TO DUPLICATES HEREOF THE 31ST

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

DAY OF DECEMBER, 2015 (original contracts on file in the engineer's office)

SIGNED IN THE PRESENCE OF:
(AS TO FIRST PARTY) 12/31/15

s/ Karen Sprague, County Administrator
s/ Anette L. Brown, Clerk

THE BOARD OF COUNTY COMMISSIONERS
OF GALLIA COUNTY, OHIO 12/31/15

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

GALLIA COUNTY JAIL CONTRACT FOR MEDICAL PERSONNEL

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, 2016 and expiring at 11:59 p.m. on December 31, 2016, 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, 2016, 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.

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

s/ Brent Saunders

s/ Joseph R. Browning

s/ Harold G. Montgomery

s/ Elizabeth A. Canaday, CPA

s/ David K. Smith

CONTRACT - FOR ENHANCED LAW ENFORCEMENT SERVICE

This AGREEMENT made and concluded this 31st day of December 2016 by and between the Gallia County Sheriff, Joseph R Browning, and the Gallia Metropolitan Housing Authority, Gallipolis, Ohio.

WHEREAS, there exists a need for law enforcement protection from a policing unit for the residents of the G.M.H.A., 381 Buckridge Road Complex, Green Township, Gallia County, Ohio and

WHEREAS, Section 311.29 of the O.R.C. provides for authority of a taxing district to enter into agreement with the Sheriff of the County, whereby the Sheriff undertakes and is authorized to contract to perform any policing function, in behalf of the contracting subdivision.

NOW THEREFORE, it is hereby agreed and understood that the employees of the Gallia County Sheriff's Office have voted, approved and accepted the Ohio Labor Council/Fraternal Order of Police (FOP/OLC), as the exclusive bargaining unit for patrol, corrections, investigative divisions and Sergeant Divisions of the Gallia County Sheriff's Office. **THEREFORE**, upon recognition of the FOP/OLC, each party of the agreement reserves the right to modify this agreement if the FOP/OLC causes a change in terms set forth herein. If there is no change caused by the FOP/OLC, the parties are bound by the terms below. The Housing Authority agrees to pay directly to the deputies, in consideration for police protection, the amount of \$17.50 per hour plus fringe benefits applicable under the Ohio Revised Code, including Workers Compensation.

The Gallia Metropolitan Housing Authority, in consideration for this police protection, agrees to pay direct to the Sheriff of Gallia County, Ohio, the amount of \$3.75 per contract hour, to be used for the expense and maintenance of Gallia County Sheriff's Office cruiser, for the use by the Gallia Metropolitan Housing Authority. Said sum shall be made payable to the TREASURER OF GALLIA COUNTY, to be credited to a special fund known as the "Sheriff's Policing Rotary Fund".

The Housing Authority prefers the shifts to be between 4:00 p.m. and 4:00 a.m., unless other problems or developments occur to change time of patrol hours. Housing Authority will set a meeting date and have regular meetings with deputies to assess crime related topics and management issues. Every attempt will be made to fill vacancies by

the Gallia County Sheriff's Office with manpower as per contract. Housing Authority prefers two (2) deputies, each working 9 hours per week in an organized and cooperative manner, patrolling within the Housing Authority properties.

The contracted deputies will present a detailed activity log and serve at the pleasure of the Housing Authority.

The Gallia County Sheriff's Office will provide personnel acceptable to the Housing Authority Administrator. Housing Authority prefers patrol division deputies with fully equipped functioning marked patrol cruisers and be prepared for foot patrol as the weather permits. The Housing Authority prefers the concept of "Community Policing" and interaction with residents for crime prevention measures.

This Contract can be canceled by either party, with thirty (30) days written notice. This Contract shall be in effect from January 1 through December 31, 2016.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized officers, executed this Agreement on this 31st day of December 2015.

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

SIGNED IN THE PRESENCE OF:
(AS TO FIRST PARTY) 12/31/15

THE BOARD OF COUNTY COMMISSIONERS
OF GALLIA COUNTY, OHIO 12/31/15

s/ Karen Sprague, County Administrator
s/ Anette L. Brown, Clerk

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

GALLIA COUNTY SHERIFF'S OFFICE
s/ Joseph R. Browning

GALLIA METROPOLITAN HOUSING AUTHORITY
s/ Leslie B. Young Director

Approved as to form
s/ Jeff Adkins, Gallia County Prosecutor

NO ENGINE BRAKE SIGN

H. Dean Brownell, resident in the area of the intersection of State Route 735 notified the Commission requesting "No Engine Brake" sign being posted. The Commission will contact the township trustees and the ODOT Traffic Engineer regarding this matter.

RESOLUTION

WHEREAS; the citizens in the area of the State Route 735, more specifically from the intersection of state route 735 and state route 7 to the intersection of state route 735 and US route 35, have approached the Commissioners requesting relief from the use of engine braking instead of or in addition to the friction brakes which, produces an audible "popping" noise that is sometimes perceived as objectionable.

WHEREAS; pursuant to ORC Sections 505.17 (A) and 4513.221 (E) (4), a Board of County Commissioners or Township Trustees may enact a regulation prohibiting the use of engine brakes on vehicles within the unincorporated area of the County or Township. This includes ODOT-maintained highways within the boundary of the County or Township, as well as County and Township Roads.

WHEREAS; Pursuant to ORC Sections 505.17 (A) and 4513.221 (E) (4), the Gallia County Commissioners adopt a resolution restricting the use of engine brakes of said area on State Route 735, which is from the intersection of state route 735 and state route 7 to the intersection of state route 735 and US route 35, being in Gallipolis Township, Gallia County.

WHEREAS; ODOT will install signs on the rural state highway system indicating such a restriction. The County or Township is responsible for furnishing all signs to ODOT. The signs shall be fabricated in accordance with ODOT design standards and material specifications. ODOT will supply the sign supports and necessary hardware.

NOW THEREFORE BE IT RESOLVED; the above described No Engine Braking resolution will be enforce effective this date of adoption.

December 31, 2015

s/ Brent Saunders

s/ Harold G. Montgomery

s/ David K. Smith

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

**2016 AGREEMENT FOR INDIGENT DEFENSE SERVICES
IN MUNICIPAL COURT
(Public Defender)**

Harold G. Montgomery made and David K. Smith seconded the motion to approve the following agreement contingent upon the approval of the contract the Gallia County Criminal Defense Lawyers Corp., Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

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. #02015-69, passed by the CITY Council on December 22, 2015, and by Resolution passed by the Board of Commissioners of Gallia County on December 31, 2015.

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, 2016 to December 31, 2016.
- 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/ Eugene Green
Gallipolis City Manager

GALLIA COUNTY PUBLIC DEFENDER COMMISSION

Approved by:

Ohio Public Defender

SHERIFF – BOARDING OF PRISONERS WITHOUT A CONTRACT

Upon the recommendation of Sheriff Joe Browning, David Smith made a motion to establish a rate of \$100 per day for any entity boarding prisoners in Gallia County facilities without a contract. Harold Montgomery seconded that motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

**2016 MEMORANDUM OF UNDERSTANDING
FOR THE BOARDING OF PRISONERS IN JAIL**

David K. Smith made and Harold G. Montgomery seconded the motion to approve the following memorandum, Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

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

THIS AGREEMENT, made and concluded at Gallipolis, Ohio this 31st day of December, 2015 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, 2016, and shall continue for a term of one (1) year, expiring December 31, 2016.

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

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

CITY OF GALLIPOLIS, OHIO
By: s/ **Eugene Greene**, City Manager

APPROVED AS TO FORM:
s/ **Adam Salisbury**
City Solicitor
City of Gallipolis, Ohio

RECORDER – COTT SYSTEM CONTRACT

Gallia County Recorder, Roger Walker presented the Commission with the Cott System, Inc. Hosted Renewal:

Lease Fees/Schedule of Payment/ Service Term 36 Invoice Issued Monthly \$1,815/mo.

Term: The new thirty-six (36) month Contract term is effective 1/1/2016 through 12/31/2018

Additional fees:

- Microfilm Creation Services to continue at current rate of \$0.06/image, and will be invoiced separately for the actual quantity of images processed; based on estimated 17,075 images per year, equates to approximately \$85/mo.

David K. Smith made and Harold G. Montgomery seconded the motion to give Roger Walker the authority to sign on their behalf. Roll call: Mr. Montgomery, yea; Mr. Saunders, yea; Mr. Smith, yea.

REORGANIZATIONAL MEETING

The President entertained a motion to have the reorganizational meeting on Monday, January 11, 2016 at 8:00 am.

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

Saunders, yea, Mr. Smith, yea.

ADJOURN

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



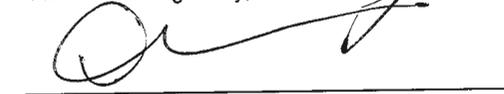
Brent Saunders, President



Anette L. Brown, Clerk



Harold G. Montgomery, Vice President



David K. Smith, Commissioner