

DECEMBER 29, 2016

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

The President entertained a motion for approval of the December 22, 2016 minutes. Brent Saunders made and David K. Smith seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

2016 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 in Foster
12/25	3	3	2	1	6	0	0	0	12	9	0	0	0	0

YEAR-END ADVANCES

The President entertained a motion to authorize Chief Deputy Auditor Terri Short to advance funds from the County General Fund to the following funds, if they remain in the red after final pay-ins dated 12/30/2016 (the following amounts are as of 12/28/16):

<u>006</u>	JFS	(299,231.21)
<u>032</u>	ROTARY	(17,805.80)
<u>123</u>	Title IV-D Prosecutor	(34,653.76)

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

AGREEMENT - 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 1st day of January, 2017 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 its 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 2017 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 1, 2017 and ending December 31, 2017.
- 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 2017 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, 2017; April 10, 2017; July 10, 2017 and October 10, 2017.
- 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 its 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.

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: GJMV 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 its 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
s/ Joseph Browning, Sheriff
Date: December 14, 2016

Gallia, Jackson, Meigs & Vinton
Joint Solid Waste Management District
s/ Cindy Saltzman, Director
Date: December 8, 2016

Commissioners of
Gallia County
s/ Harold G. Montgomery, President
s/ David K. Smith, Vice President
s/ Brent Saunders, Commissioner
Date: December 29, 2016

Approved As To Form
s/ Britt T. Wiseman, Asst. Prosecuting Atty.
Date: December 28, 2016

David K. Smith 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.

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, 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

CASSTO & HARRIS, INC. — RE-ORDER NO. 14260-15

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. This fee is in addition to the \$850 monthly retainer.

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, 2017 and expiring at 11:59 p.m. on December 31, 2017, 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, 2017, 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 Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

s/ Brent Saunders

s/ Harold G. Montgomery

s/ David K. Smith

s/ Joseph R. Browning Sheriff

s/ Elizabeth A. Canaday, CPA

s/ Eric Mulford, Assistant Prosecutor

ENGINEER BRETT A. BOOTHE - BOND

President entertained a motion to accept and approve Engineer Brett A. Boothe official bond. David K. Smith made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

REORGANIZATIONAL MEETING

As per ORC 305.05, the Board of County Commissioners organizes on the second Monday of January of each year. The President entertained a motion to have the reorganizational meeting on Monday, January 9, 2017 at 7::30 am. Brent Saunders made and David K. Smith seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Saunders, yea, Mr. Smith, yea.

RETIREMENT – SHERIFF DEPARTMENT

Sheriff Joseph Browning and Assistant Administrator Heather Casto met with the commission to discuss setting the fair market value for the purchase of service weapons by a retiring Deputy (Article 32 Retirement Section 32.4) and the Chief Deputy. Ms. Casto presented a quote of \$350 from Vance's Law Enforcement to establish the fair market value of the service weapons to be paid by the employees. David K. Smith made and Brent Saunders seconded the motion to approve the fair market value as stated above. Roll call votes: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

EXECUTIVE SESSION – CONTRACT

At 10:31 a.m. the President entertained a motion to enter into executive session with County Administrator Karen Sprague, Local Agents John & Scott Saunders and UHC Representative Carly Fisher to discuss a contract. David K. Smith made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea. Returned to regular session at 11:21 a.m.; no action taken.

MOU – GALLIPOLIS CITY BOARDING OF PRISONERS IN JAIL

David K. Smith made and Brent Saunders seconded the motion to approve and sign the Memorandum of Understanding with the City of Gallipolis for boarding of prisoners in the County Jail, noting the dollars amount remains the same as 2016 at \$68.00 per day per prisoners for FY 2017. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

ANNUAL APPROPRIATION RESOLUTION FOR FISCAL YEAR 2017

County Administrator Karen Sprague presented the Commission with the Annual Appropriation Resolution for all funds for the fiscal year beginning January 1, 2017 thru December 31, 2017. The appropriations totaled as follows:

General Fund:

- Appropriations = \$8,650,634.85
- Encumbrances = \$196,960.86

Special Revenue Funds:

- Appropriations = \$22,388,319.41
- Encumbrances = \$121,550.89
- Balances Carried Forward = \$3,802,343.09

Grand Total All Funds

- Appropriations = \$31,038,954.26

- Encumbrances = \$318,511.75
- Balances Carried Forward = \$3,802,343.09

Brent Saunders entertained a motion that the Annual Appropriation Resolution for the fiscal year 2017 be approved and signed by the Commission. David K. Smith made and Brent Saunders seconded that motion. Upon roll call votes were as follows: Harold G. Montgomery, yea; David K. Smith, yea; Brent Saunders, yea.

2017 AGREEMENT FOR INDIGENT DEFENSE SERVICES IN MUNICIPAL COURT

County Administrator Karen Sprague presented the Commission with an agreement for Indigent Defense Services in Municipal Court for FY 2017. 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, 2017 through December 31, 2017. The City of Gallipolis approved this agreement on 12/6/2016 that allows for payment from the City to the County in the amount of \$15,000. The Gallia County Public Defender Commission approved the agreement on 12/29/2016. Harold Montgomery entertained a motion that the Commission approve and consent to the terms of the agreement as presented. Brent Saunders made and David K. Smith seconded the motion. Roll call votes: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

RESOLUTION - 2017 AGREEMENT FOR DEFENSE OF INDIGENT SERVICES

County Administrator Karen Sprague presented the Commission with an agreement for Indigent Defense Services with the Gallia County Defense Attorneys Corp. for FY 2017 as recommended by the Gallia County Public Defender Commission. Gallia County Public Defender Commission stated their decision to recommend the Gallia County Defense Attorneys Corp. proposal was based on more coverage (5 attorneys vs 4 attorneys) at less cost per attorney and the proposal amount stays within the County's appropriations.

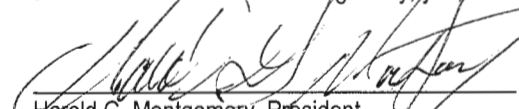
Per Kathryn Smith of the Ohio Public Defenders Office the County must pass a resolution that the County Commission approves and consents to the terms of the agreement and appropriates the funds necessary as required by the agreement. Harold Montgomery entertained a motion that the Commission approve and consent to the terms of the 2017 agreement as presented and recommended unanimously by the Gallia County Public Defender Commission to be effective January 1, 2017 through December 31, 2017, noting the amount of \$312,900.00 is included in the FY 2017 Annual Appropriation Resolution. David K. Smith made and Brent Saunders seconded the motion. Roll call votes: Mr. Montgomery, yea; Mr. Smith, yea; Ms. Saunders, yea.

WILLIAM CONLEY

Atty. William Conley met with the Commission to review information regarding the Gallia County Criminal Defense Corporation, Inc. defense of indigent service since 2007. Atty. Conley noted the number of attorneys that have served, how many were local attorneys, how the cases are assigned. Commissioners explained the information needed to go to the Gallia County Public Defender Commission is made up of Atty. William Eachus, Atty. Jeff Finley, Atty. Mark Sheets, Lynn Angell-Queen & Glenn Miller and that the Public Defender Commission reviews the proposals and makes a recommendation to the Gallia County Board of Commissioners for award. No action taken.

ADJOURN

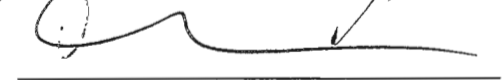
At 4:00 p.m. the President entertained a motion for adjournment. Brent Saunders made and David K. Smith seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.




 Harold G. Montgomery, President



 Anette L. Brown, Clerk



 David K. Smith, Vice President



 Brent Saunders, Commissioner

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