

DECEMBER 20, 2018

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 13, 2018 minutes. Brent Saunders made and Harold G. Montgomery seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea.

2018 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
12/16	4	2	0	0	18	0	0	0	20	10	0	0	0	0

NOVEMBER 2018 FINANCIAL REPORT REVIEW

County Administrator Karen Sprague presented the Commission with:

- The November 2018 Financial Reports for comparison with the November 2017 Financial Reports. The following was noted during the review:
 - 1/1/2017 beginning cash balance was \$1,469,989.52
 - 1/1/2018 beginning cash balance was \$2,386,549.22
 - Difference of \$916,559.70
 - 11/30/2017 ending cash balance was \$2,741,627.63
 - 11/30/2018 ending cash balance was \$2,112,106.90
 - Difference of (\$629,520.73)
 - December 2018 Sales Tax Report

GALLIA COUNTY DISTRICT LIBRARY BOARD OF TRUSTEE RE-APPOINTMENT

Commissioners received a written request from Library Director, Deborah L. Saunders requesting the re-appointment of Mrs. Leanna Martin. Mrs. Martin term expires March 31, 2019. The President entertained a motion to re-appoint Mrs. Martin to a seven year term beginning April 1, 2019 through March 31, 2026. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea.

SHERIFF & SOLID WASTE DISTRICT - AGREEMENT

Sheriff administrator Heather Casto 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, 2019 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 2019 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, 2019 and ending December 31, 2019.
- 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 \$20,000.00 (twenty thousand dollars) in 2019 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, 2019; April 10, 2019; July 10, 2019 and October 10, 2019.
- 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 Courtthouse 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 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
/ Matthew D. Champlin, Sheriff
Date: December 18, 2018

Commissioners of
Gallia County
/ Harold G. Montgomery, President
/ David K. Smith, Vice President
/ Brent Saunders, Commissioner
Date: December 20, 2018

Gallia, Jackson, Meigs & Vinton
Joint Solid Waste Management District
/ Cindy Satteman, Director
Date: December 14, 2018

Approved As To Form
/ Jason D. Holden, Prosecuting Atty.
Date: December 19, 2018

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

CASTO & HARRIS, INC. — RE-ORDER NO. 19928-18

EXECUTIVE SESSION - PERSONNEL

At 9:15 a.m. the President entertained a motion to enter into executive session with County Administrator Karen Sprague to discuss personnel. Brent Saunders made and Harold G. Montgomery seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea. At 9:30 a.m. Ms. Sprague exited the session. At 9:35 a.m. Ms. Sprague was requested to rejoin the session. Returned to regular session at 9:55 a.m.; no action taken.

RESOLUTION FOR SALARY INCREASES FOR 2019

Harold G. Montgomery made the following motion.

To give county employees, under the employ of Gallia County as of 1/1/2019, except employees that have already received raises for 2019 or are under a collective bargaining agreement or having a certified exclusive representative under ORC 4117.1, a \$0.50 per hour raise effective the first pay in January, 2019.

For those departments outside of county general, if the allocation of raises to your office/department employees depends on what is done by the County Commission, and if you have adequate funds available in your budget to cover the above approved raise, you may do so at your discretion at this time. Please be sure to consider the salary related line items, Worker's Comp., Medicare, PERS, when making this decision.

However, the ultimate decision regarding distribution of the above approved raises to all county employees, under both County General and other funds, is at the discretion of each elected official.

The appropriations for this increase are included in the 2019 annual appropriation resolution for the County General Fund.

Brent Saunders seconded this motion. Upon roll call votes were as follows: David K. Smith, yea; Brent Saunders, yea; Harold G. Montgomery, yea.

I, Anette Brown, Clerk of the Board of Gallia County Commissioners, do hereby certify that the above is a true and accurate copy of the resolution passed this 20th day of December, 2018.

s/ David K. Smith, President

s/ Brent Saunders, Vice-Pres.

s/ Harold G. Montgomery, Commission Member

s/ Anette Brown, Clerk of the Board

COMMON PLEAS COURT – BUDGET REVIEW

Common Pleas Court Judge Margret Evans and Shari Van Gundy met with the commission to discuss the 2019 budget request. No action taken

2019 AGREEMENT FOR INDIGENT DEFENSE SERVICES IN MUNICIPAL COURT

County Administrator Karen Sprague and members of the Gallia County Public Defender Commission (Attorney Mark Sheets, Attorney William Eachus, Lynn Angell & Andrew Gilmore) presented the County Commissioners with an agreement for Indigent Defense Services in Municipal Court for FY 2019. 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 Laura Austen 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, 2019 through December 31, 2019. The City of Gallipolis approved this agreement on 11/27/2018 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 12/20/2018. The President entertained a motion that the Commission approve and consent to the terms of the agreement as presented. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea.

RESOLUTION - 2019 AGREEMENT FOR DEFENSE OF INDIGENT SERVICES

County Administrator Karen Sprague and members of the Gallia County Public Defender Commission (Attorney Mark Sheets, Attorney William Eachus, Lynn Angell & Andrew Gilmore) presented the County Commissioners with an agreement for Indigent Defense Services with the Gallia County Defense Attorneys Corp. for FY 2019 as recommended by the Gallia County Public Defender Commission. Per Laura Austen of the Ohio Public Defenders Office the County must pass a resolution that the County Commission approves and consents to the terms of the agreement and appropriates the funds necessary as required by the agreement. The President entertained a motion that the Commission approve and consent to the terms of the 2019 agreement with the Gallia County Defense Attorneys Corp. as presented and recommended unanimously by the Gallia County Public Defender Commission to be effective January 1, 2019 through December 31, 2019, noting the amount of \$315,000.00 is included in the FY 2019 Annual Appropriation Resolution. Brent Saunders made and Harold G. Montgomery seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea.

APPOINTMENT - GALLIA COUNTY PUBLIC DEFENDER COMMISSION

County Administrator Karen Sprague advised the Commission the 4 year term of Attorney William Eachus on the Gallia County Public Defender Commission will expire 1/10/2019. Attorney Eachus has agreed to serve another 4 year term and Ms. Sprague recommended he be reappointed. President Smith entertained a motion to reappoint Attorney William Eachus to another 4 year term on the Gallia County Public Defender Commission to be held from 1/11/2019 thru 1/10/2023. Mr. Montgomery made and Mr. Saunders seconded the motion. Roll call votes: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea.

The current Gallia County Public Defender Commission consists of the following members:

Appointed by County Commissioners:

- Lynn Angell, to serve a 4 year term on the Commission (Term 1/11/2017 thru 1/10/2021)
- Attorney William Eachus, to serve a 4 year term on the Commission (Term 1/11/2019 thru 1/10/2023)
- Andrew Gilmore, to serve a 4 year term on the Commission (Term 1/11/2017 thru 1/10/2021)

Appointed by Gallia County Common Pleas Judge Evans:

- Attorney Jeffrey L. Finley, to serve a 4 year term on the Commission (Term 1/11/2017 thru 1/10/2021)
- Attorney Mark E. Sheets, to serve a 4 year term on the Commission (Term 1/11/2015 thru 1/10/2019) – awaiting appointment by Common Pleas Judge Margaret Evans

ADJOURN

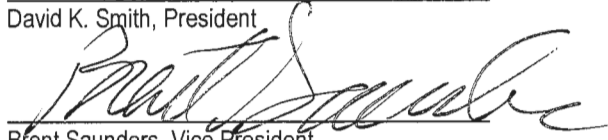
At 4:00 p.m. the President entertained a motion for adjournment. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea.



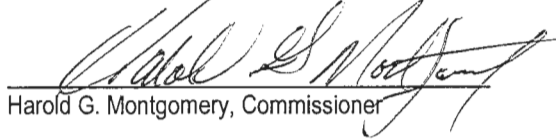
David K. Smith, President



Anette L. Brown, Clerk



Brent Saunders, Vice President



Harold G. Montgomery, Commissioner