

December 22, 2022

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 Q. Jay Stapleton, present; Commissioner David K. Smith, present.

The President entertained a motion for approval of the December 15, 2022 minutes. Mr. Smith moved and Mr. Stapleton seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Stapleton, yea; Mr. Smith, yea.

2022 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
12/18	2	1	0	0	4	0	0	0	5	24	0	0	0	8

**AMENDMENT #2 ENGINEERING AGREEMENT FOR SERVICES
GREEN TOWNSHIP SEWER PHASE 2 PROJECT**

Grants Administrator Karen Sprague presented the Commission with Amendment #2 for the Engineering Agreement with DLZ Ohio, Inc. to provide 7 additional months of Contract Administration/Construction Observation services for the Green Township Sewer Phase 2 Project:

- Original Agreement amount: \$656,000.00
- Net change for prior amendments: \$0.00
- This amendment amount: \$175,000.00
- Adjusted agreement amount: \$831,000.00
- Change in time for service: 210 days
- Reason noted in amendment request: The contractor has exceeded his contract terms and DLZ, Ohio, Inc. has absorbed as much of the additional Contract Administration and Construction Observation as we can within our original budget. The Contractor has recently provided an updated schedule saying they would not be complete until June 2023. This will require an additional 7 months of services by DLZ Ohio, Inc. plus we still need to complete asbuilts.

Harold Montgomery entertained a motion to approve the Amendment #2 to the Engineering Agreement as presented. Mr. Smith made and Mr. Stapleton seconded that motion. Upon roll call votes were as follows: Mr. Montgomery, yea; Mr. Stapleton, yea; Mr. Smith, yea.

All forms were signed by Harold Montgomery, as President of the Commission, and they are on file in the County's Green Township Sewer Phase 2 files.

APIARY INSPECTOR

In accordance with Section 909.07 of the Ohio Revised Code, the President entertained a motion to appoint Christopher Blank to serve as the county apiary inspector for the 2022 season (approximate season from March 15 to October 31, weather permitting.) Mr. Smith made and Mr. Stapleton seconded the motion. The annual appropriation for this service is set at \$1,500 and 40 cents a mile. Roll call: Mr. Montgomery, yea; Mr. Stapleton, yea; Mr. Smith, yea.

**SHERIFF – PRISONER HOUSING CONTRACT WITH MONROE COUNTY
CONTRACT FOR HOUSING PRISONERS
IN THE
MONROE COUNTY JAIL**

WHEREAS, this contract is made this the 1st day of January 2023, by and between the Board of County Commissioners of Monroe County, Ohio, hereinafter referred to as "County", the Sheriff of Monroe County, Ohio, hereinafter referred to as "Sheriff", and Gallia County, Ohio hereinafter referred to as "Contractor".

WHEREAS, Contractor wants to use the Monroe County Jail to house as prisoners those persons who have been lawfully committed to custody by arrest or court order for any reason, and/or who have been charged with any misdemeanor or felony offense and are awaiting a bond hearing, and/or who are awaiting a trial and have not otherwise posted bail or been released by court order, and/or who are serving a jail sentence after conviction.

WHEREAS, this agreement is intended to set forth the rights, duties, responsibilities, and obligations of the County and Contractor for the term hereinafter set forth.

WITNESSETH: In consideration of the mutual covenants herein made each of the parties agrees as follows:

1. The County shall receive, keep, board and safely maintain in the Monroe County Jail the following persons:
 - a. Persons arrested by Contractor for violations of state criminal statutes until such persons have had an initial appearance before a judge, after which such persons shall be deemed to be incarcerated in the Monroe County Jail for purposes of compensation under this contract.
 - b. Persons arrested for violation of municipal ordinances from arrest through termination of any jail sentences imposed for that violation except as provided in Paragraphs 4 through 9 below.
 - c. Persons incarcerated pursuant to Subparagraphs a. and b. above shall be designated as prisoners in this contract.
2. The cost to be paid to the County by the Contractor shall be the amount of Seventy-five dollars (\$75.00) per day for each person incarcerated in the Monroe County Jail under Paragraph 1. For purposes of determining compensation, any calendar day, or part thereof, shall constitute one (1) day.

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3. Prisoners confined in the Monroe County Jail shall be subject to the rules and regulations of the jail, which apply to all the prisoners therein.
4. The County may reject and refuse to receive any prisoners who may be afflicted with a prior medical problem, afflicted with any contagious, infectious, venereal disease, mental illness or injury that has not been treated prior to entry into the Monroe County Jail, or having received prisoner thereafter.
5. Sheriff may refuse to receive any prisoner based upon current jail population, internal security conditions of the jail or any other reason that the Sheriff deems pertinent at the time.
6. Contractor agrees to pay for any and all medical, surgical, dental, or ophthalmology expenses incurred on behalf of a prisoner including doctor's fees, hospital charges and prescription costs.
7. Contractor shall transport and provide security anytime a prisoner must leave the Monroe County Jail for any reason unless a court orders that there is no transportation or security needed.
8. Contractor shall bear the expense of the burial of a prisoner who dies in the Monroe County Jail, if the body is not claimed for interment at the expense of friends or relatives.
9. No person under eighteen (18) years of age shall be received except on the approval of the Monroe County Juvenile Court.
10. The Monroe County Sheriff's Office shall provide an itemized statement of the amount due each month for housing prisoners. Payment shall be made by the Contractor to the Monroe County Sheriff at 47129 Moore Ridge Road, Woodsfield, Ohio 43793 within thirty (30) days of the date of the statement. The Monroe County Sheriff may refuse to accept prisoners if timely payment is not made.
11. Contractor agrees that during the period of time this contract covers, it shall and will abide and be governed by any and all rules and regulations which now are, or at any time in the future may be, in force at the offices of the Monroe County Commissioners, Common Pleas and Probate Juvenile Judges, and the Department of Rehabilitation and Corrections.
12. Anytime the Contractor arrests an individual for domestic violence, violations of a protection order, or menacing threats by stalking, the Contractor will be responsible for attempting to make notification to the victim of the offender's being released from the Monroe County Jail.
13. This agreement may be terminated by either party during the term by giving the other party a minimum of Sixty (60) days written notice.
14. This agreement shall be effective on January 1, 2023, and terminate on December 31, 2023.
15. All former contracts and/or agreements between the parties hereto relative to the subject matter of this contract are hereby canceled and terminated.

This agreement entered into on behalf of the Gallia County Commissioners Pursuant to Resolution Ordinance Number N/A passed December 22, 2022.

Any alteration of contract shall result in the contract being null and void.

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers; none hereto caused their names to be transcribed on the day first written above.

Gallia County Commissioners
of Harold G. Montgomery, President
of Q. Jay Stapleton, Vice President
of David K. Smith, Commissioner

Witness
of Randy Dupree, Assistant Prosecuting Attorney

of Matthew D. Champlin, Sheriff

The President entertained a motion to approve the contract. David K. Smith made and Q. Jay Stapleton seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Stapleton, yea; Mr. Smith, yea.

SHERIFF & GJMV 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 22nd day of December, 2022 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 2021 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 **8 (eight)** hours per week performing enforcement activity directly related to illegal dumping or littering for a period commencing January 1, 2023 and ending December 31, 2023.
- 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 month's activities.

Section 2. Disbursements to the Gallia County Sheriff

- a. The District agrees to disburse to the Gallia County Sheriff a total of **\$10,000.00 (ten thousand dollars)** in February of 2023 for the activities outlined in section 1 of this agreement.
- 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.

CASTO & HARRIS, INC. — RE-ORDER NO. 21488-20

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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/ Matthew D. Champie, Sheriff
Date: December 16, 2022

Commissioners of
Gallia County
s/ Harold G. Montgomery, President
s/ Q. Jay Stapleton, Vice President
s/ David K. Smith, Commissioner
Date: December 22, 2022

Gallia, Jackson, Meigs & Vinton
Joint Solid Waste Management District
s/ Cindy Saltzman, Director
Date: December 16, 2022
Approved as to form
s/ Randy Dupree, Assistant Prosecuting Atty.
Date: December 22, 2022

David K. Smith made and Q. Jay Stapleton seconded the motion to approve the above agreement as presented; Roll calls: Mr. Montgomery, yea; Mr. Stapleton, yea; Mr. Smith, yea.

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PROCLAMATION – VALLEE

The President entertained a motion to proclaim the following:

HONORING DR. GERALD E. VALLEE

WHEREAS, the Gallia County Commissioners wish to honor **Dr. Gerald E. Vallee** for his efforts in providing top level healthcare for 60+ years.

WHEREAS, **Dr. Gerald E. Vallee**, has shown his dedication to Gallia Academy High School and the youth of our community through his contributions of both financial and unwavering support since 1969.

WHEREAS, **Dr. Gerald E. Vallee**, has served as a pillar in health services in Gallia County, and is viewed by many as a kind, well-loved individual who makes Gallia County better.

NOW THEREFORE BE IT PROCLAIMED by the Gallia County Commissioners, Gallia County, Ohio:

That **December 22, 2022**, be, and hereby is declared to be

GERALD E. VALLEE DAY

in recognition of his accomplishments, achievements and activities, and to express their respect and admiration for his dedication to service, love and concern for the youth of our community by helping to improve the quality of life of our citizenry.

The Gallia County Commissioners encourages all citizens to join them, along with his family and friends, in wishing **Dr. Gerald E. Vallee**, continued success, health and happiness, now and always.

Signed this 22nd day of December 2022

s/ Harold G. Montgomery, President

s/ Q. Jay Stapleton, Vice-President

s/ David K. Smith, Commissioner

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

JAIL PROJECT CHANGE ORDER #9 – GRANGER

County Administrator Kevin Nicholas presented the Gallia County Jail Project Change Order No. 9 to the commissioners to approve and sign. The Change Order No. 9 adds the following scopes of work to the project: Granger's Bulletin No. 4 (cost of \$58,142.97) and Bulletin No. 6 (cost of \$44,382.00). This Change Order No. 9 changed the date of substantial completion for the entire project to May 10, 2023, and the date of final completion for the entire project to June 10, 2023. Net change by Change Order No. 9 is \$102,523.97 and the new contract sum is \$18,399,375.48. The President entertained a motion to approve the Change Order No. 9 as presented by Mr. Nicholas. David K. Smith moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Stapleton, yea; Mr. Smith, yea.

JAIL PROJECT AGREEMENT - DLZ

County Administrator Kevin Nicholas presented an agreement between DLZ and the Commissioners in reference to the current terms of the contract for DLZ's portion of the County Jail Project for the commissioners to approve and sign. The President entertained a motion to approve the agreement with DLZ as presented by Mr. Nicholas. David K. Smith moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Stapleton, yea; Mr. Smith, yea.

TREASURER DEPARTMENT – EQUIPMENT

Steve McGhee requested to purchase a new payment processing machine along with a maintenance plan in the amount of \$16,647.95. Mr. McGhee stated that this would improve efficiency and accuracy of payments processed through the county treasurer's office. Mr. Smith moved to approve the requested purchase in the amount of \$16,647.95 for the treasurer's office and Mr. Stapleton seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Stapleton, yea; Mr. Smith, yea.

EXECUTIVE SESSION – DJFS – PERSONNEL

10:03 a.m., the President entertained a motion to enter into executive session with DJFS Director Dana Glassburn, to discuss personnel matters. David K. Smith moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Stapleton, yea; Mr. Smith, yea. Returned to regular session at 10:18 a.m. No action taken.

I.T. – GODADDY EMAIL RENEWAL

I.T. Director John Grubb presented for approval the renewal of GoDaddy Email and wire transfer. The President entertained a motion to approve the agreement and wire transfer. David K. Smith moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Stapleton, yea; Mr. Smith, yea.

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2023 AGREEMENT FOR DEFENSE OF INDIGENT SERVICES

County Administrator Kevin Nicholas presented to the Commissioners a proposal submitted by the Gallia County Defense Attorneys Corporation (GCDAC) in the amount of \$392,490.00 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. Mr. Nicholas noted the final proposal submitted by the GCDAC received on 12/21/22 was in the amount of \$392,490.00. Mr. Nicholas met with representatives of the Gallia County Public Defender Commission on 12/22/22 and the Commission approved the final proposal by the GCDAC in the amount of \$364,980.00. The President entertained a motion that the Commission approve and consent to the terms of the 2023 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, 2023 through December 31 2023, noting the amount of \$392,490.00 is included in the FY 2023 Annual Appropriation Resolution. David Smith made and Harold G. Montgomery seconded the motion. Mr. Stapleton discussed that he did not agree with the amount of money proposed for this agreement. Roll calls: Mr. Montgomery, yea; Mr. Stapleton, nay; Mr. Smith, yea.

AGREEMENT

This Agreement is made and entered into in Gallia County, Ohio, effective as of the 1st day of January, 2023, by and between the Gallia County Public Defender Commission, Gallia County, Ohio (hereinafter referred to as Commission), and Gallia County Defense Attorney Corporation, an Ohio non-profit corporation (hereinafter referred to as GCDAC).

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

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

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

WHEREAS, the Gallia County Commissioners passed a Resolution authorizing a contract between the Commission and GCDAC, for indigent representation from January 1, 2023 through December 31, 2023; and

WHEREAS, the Gallia County Commissioners have budgeted and appropriated the sum of \$ 392,490.00, for 2023 to fund the Gallia County Public Defenders Commission for the provision of indigent representation as set forth hereafter.

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

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

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

1. The term of this Agreement shall be from January 1, 2023 to December 31, 2023.
2. GCDAC shall provide to the Gallia County Common Pleas Court, General Division, Domestic Division and Juvenile Division, and Gallipolis Municipal Court, with indigent representation in all criminal cases, contempt proceedings arising from failure to pay child support and other required Juvenile Court matters as provided for by Ohio Revised Code 2151.352 referred to it by the Courts, excluding homicides with death penalty specifications. In the event that no attorney of the GCDAC can represent a Defendant due to a conflict, it shall not be the responsibility of the GCDAC to cover the cost of appointing independent counsel.
 - a. GCDAC nor any attorneys duly appointed or assigned shall be obligated to pursue any appeal which GCDAC or the attorney determines lacks merit or for any other reasons within professional, ethical judgment should not be pursued.
3. In all cases arising within the jurisdiction of Gallia County, Ohio, GCDAC shall provide attorneys to act as counsel of record for indigents at arrest, at formal charging, or at indictment provided such indigents qualify for representation under the guidelines established by the Ohio Public Defender in Rule 120-1-3 of the Ohio Administrative Code, which is incorporated herein by reference.
4. As required by OAC 120-1-12 (E)(11), GCDAC shall require all counsel under contract herein be available to eligible defendants at their request or the request of someone acting on their behalf as required by law, including but not limited to at police questioning, arraignment, formal charging, or indictment and that counsel be accessible to applicants in regard to criminal or delinquency matters before

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- formal court appointment. The _____ GCDAC _____ shall insure that attorneys provided by the contract shall be accessible to applicants in regard to criminal or delinquency matters before formal court appointment.
5. Upon request for indigent representation in appropriate cases, the Court shall refer the individual to GCDAC. _____ GCDAC _____ shall require the requesting individual to complete a financial Disclosure/Affidavit of Indigency and/or other forms as shall be required by the Ohio State Public Defender to insure reimbursement by the State of Ohio, and shall determine indigency of such individuals, subject to review by the Court, in the same manner as provided in Section 120.05 of the Ohio Revised Code and OAC 120-1-3. Within no more than three (3) days from receipt of said referral, _____ GCDAC _____ shall report back to the Court on its finding of indigency and if so found, provide the Court with the entry of appearance of counsel.
 6. In connection with the performance of work under this Agreement, the _____ GCDAC _____ agrees not to discriminate against any employee, independent contractor, or applicant for employment because of race, color, religion, sex, handicap, or national origin. _____ GCDAC _____ shall take affirmative action to ensure applicants are employed, and those employees are treated during employment without regard to their race, color, religion, sex, handicap, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprentice.
 7. _____ GCDAC _____ has the responsibility to complete any and all cases once representation has commenced under the terms of this Agreement. Representation commenced in the trial court shall be continued through all trial court proceedings. This provision does not prohibit _____ GCDAC _____ from withdrawing from a case due to an irresolvable conflict of interest recognized by the Court, or from withdrawing due to a finding of the client's financial ineligibility for services. It is anticipated that a conflict of interest for an individual attorney providing services hereunder does not necessarily mean that _____ GCDAC _____ cannot continue to provide representation through another attorney. The substitution of a different attorney to a case shall not be considered a new referral or appointment for the purpose of identifying the number of cases referred. In the event that a conflict does exist which prevents representation by any of the attorneys of _____ GCDAC _____, the Court shall appoint an attorney and which attorney fee shall be paid by Gallia County. Choice of conflict counsel outside of _____ GCDAC _____ shall be at the sole discretion of the applicable trial court.
 8. _____ GCDAC _____ will utilize the service of attorneys as independent contractors. Attorneys will devote the time necessary to provide effective representation to the indigent clients. All attorneys employed by _____ GCDAC _____ must meet the qualification and training requirements established in OAC 120-1-10. The sum total of TEN THOUSAND Dollars (\$10,000.00 _____) shall be set aside from the total amount of this contract for training for the attorneys of the _____ GCDAC _____ and their staff (training portion). _____ GCDAC _____ shall determine the distribution of said funds for training. Should there be any sum of money remaining from the training portion described herein, said sum shall be disbursed to the _____ GCDAC _____ for distribution. Said disbursement shall be made on or before December 31, 2023.
 9. _____ GCDAC _____ shall employ or independently contract for support staff and non-attorney personnel as needed to complete the obligations of this contract. When deemed appropriate by _____ GCDAC _____ based on the training and experience of attorneys, special needs for investigators, social workers, mental health professionals, and other forensic experts necessary to provide competent representation shall be brought to the attention of the Court for authorization of procuring the services at county cost. Compensation for employees, subcontractors and retained experts shall be at rates commensurate with their training, experience and at a rate similar to other public agencies within Gallia County.
 10. _____ GCDAC _____ may request payment in addition to that under this agreement for cases that require an extraordinary amount of time and preparation. The request for such consideration must be approved in advance by the Judge assigned to such case.
 11. _____ GCDAC _____ shall retain financial records, submit financial reports and submit to an annual financial audit. A report of these findings shall be provided to the Commission and shall also be forwarded to the Ohio Public Defender Commission as part of the annual report submitted pursuant to Sections 120.14 and 120.24 of the Ohio Revised Code.
 12. _____ GCDAC _____ shall provide indigent representation to all clients in a professional, skilled manner consistent with Chapter 120 of the Ohio Revised Code, the Rules of the Ohio Public Defender Commission, the Ohio Public Defender Standards, the canons of ethics for attorneys in Ohio, and case law and applicable court rules defining the duties of counsel and rights of parties.
 13. _____ GCDAC _____ shall require all attorneys participating as independent contractors to provide proof of malpractice insurance in minimal amounts of \$100,000 per claim, and \$300,000 in the aggregate.
 14. _____ GCDAC _____ shall maintain a case reporting system, and upon request shall be available to the appropriate courts of Gallia County, the Board of Commissioners of Gallia County, and the Public Defender Commission of Gallia County. However, no information shall be required to be released that

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may be deemed to breach the attorney-client privilege. GCDAC shall report the caseload data to the State Public Defender, the Gallia County Public Defender Commission, and appropriate Gallia County officials on a monthly basis, or as shall be required by the State Public Defender. Payment will not be issued unless the proper reporting is submitted to Gallia County.

- a. GCDAC shall track and report to the Gallia County Auditor's Office monthly and to the Gallia County Commissioners Office annually the number of cases for which it provides legal representation to indigent adults and juveniles charged with a violation of an ordinance of the municipal corporation of Gallipolis for which the penalty or possible adjudication includes the potential loss of liberty. This report shall include the case number and the dollar amount charged by the attorney. Payment will not be issued unless the report is submitted to Gallia County.
15. Gallia County shall pay to GCDAC:
- a. For services provided hereunder, except as otherwise provided in this section, as follows:
- i. For FY 2023 the sum of \$392,490.00 dollars (\$ \$392,490.00), to be paid in equal monthly installments of \$ \$32,707.50 on or before the second Friday of the month during FY 2023. Said sums shall be appropriated by the Board of County Commissioners and be available to meet the requirements under this agreement.
16. The Gallia County Commissioners shall retain all reimbursements for funds received for indigent attorney fees.
17. This contract shall be effective from January 1, 2023 through December 31, 2023. Either party may terminate this contract upon giving thirty (30) days written notice to the other party. Should this contract be terminated, the County shall remain obligated to provide indigent representation in a manner provided by law.
18. Should the GCDAC have insufficient attorneys to meet the obligations set forth herein, additional attorneys shall be required by the GCDAC to provide adequate and competent representation. The Judges of the various courts served by the GCDAC by a majority vote shall determine, after discussion with GCDAC, when there exists insufficient attorneys to service the Courts.
19. GCDAC shall submit any and all forms necessary to insure reimbursement for the county, in accordance with the requirements of the Office of the Ohio Public Defender. This shall be done on a monthly basis. Failure to submit the necessary forms in a timely manner could result in payments being held under this contract.
20. Neither a public defender, non-profit corporation (contracted attorneys for indigent defense), nor a court-appointed counsel may accept a workload that threatens to deny due process of law or constitutional rights to any client, places the office or attorney in imminent danger of violating the Ohio Rules of Professional Conduct, or otherwise threatens quality representation of the client. The non-profit corporation will adhere to the workload standards of OAC 120-1-07. Factors to be considered in determining appropriate workload include:
- (1) The number and complexity of cases the attorney is handling.
 - (2) The attorney's experience and ability, including the number of years the attorney has practiced law; the proportion of time the attorney has dedicated to criminal or juvenile defense; the types of cases, including degree of charges and difficulty of cases, which the attorney has handled in the past; and the attorney's ability to satisfy or exceed performance standards established by the Ohio Public Defender Commission.
 - (3) The attorney's out-of-court duties, including meetings with clients, witnesses, experts, and other persons involved in cases; research and writing of briefs, memoranda, motions, and letters; management or supervisory duties; and office or clerical work.
 - (4) The attorney's access to information technology, including online research tools, online court dockets, and case file information.
 - (5) The attorney's support staff, including legal secretaries, administrative assistants, paralegals, investigators, mitigation specialists, and social workers.
 - (6) Local discovery practices, the ease with which the attorney can access all discoverable materials, and the amount of discovery and evidence that must be reviewed.
 - (7) How the court's scheduling and other procedures impact the attorney's use of time.
 - (8) How much the attorney must travel in order to provide quality representation.
 - (9) Other factors relevant to the attorney's workload.

Whenever, by reason of excessive workload, a public defender or appointed counsel determines that the assumption of additional cases or continued representation in previously accepted cases will lead to the inadequate representation of any client, the public defender or appointed counsel shall:

- (1) Declare such fact to the court on the record; and

DECEMBER 22, 2022

(2) Request that the court allow the attorney's withdrawal as counsel from assigned cases and appoint substitute counsel, or allow the attorney to temporarily refrain from accepting new cases.

GCDAC
(Non-Profit Corporation)

Date: 11/9/22

By: Andy Noe
President

GALLIA COUNTY PUBLIC
DEFENDER COMMISSION

Date: 12/22/22

By: Michael Eachus
Chairman

APPROVED:
OHIO STATE PUBLIC DEFENDER
COMMISSION

Date:

By:

BOARD OF COMMISSIONERS
OF GALLIA COUNTY, OHIO

Date : 12/22/22

By: Harold G. Montgomery
Harold G. Montgomery, President

By: Q. Jay Stapleton
Q. Jay Stapleton, Vice-Pres.

By: David K. Smith
David K. Smith, Commissioner

APPROVED AS TO FORM:

Date: 12/22/22

By: Jason Holdren
Jason Holdren, Gallia County
Prosecuting Attorney

CASTO & HARRIS, INC. — RE-ORDER NO. 21488-20

RESOLUTION - 2023 AGREEMENT FOR DEFENSE OF INDIGENT SERVICES IN MUNICIPAL COURT

County Administrator Kevin Nicholas presented the Commission with an agreement for Indigent Defense Services in Municipal Court for FY 2023. 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, 2023 through December 31, 2023. The City of Gallipolis approved this agreement on 10/17/22 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 12/22/22. The President entertained a motion that the Commission approve and consent to the terms of the agreement as presented. Mr. Stapleton made and Mr. Smith seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Stapleton, yea; Mr. Smith, yea.

PROBATE/JUVENILE COURT – GRANT AWARD SIGNATURE

Judge Moulton presented the commission with a Subgrant Award Agreement in the amount of \$63,416.00 from the Ohio Dept. of Safety that needed signing. President, Harold G. Montgomery signed the agreement. No action taken.

***12:00 pm. all three commissioners left to meet with Dr. Gerald Vallee at Holzer Sycamore to present him with the proclamation.**

EXECUTIVE SESSION – COMMISSIONERS – PERSONNEL

2:45 p.m., the President entertained a motion to enter into executive session with Commissioners, Grant administrator Karen Sprague, Gary Silcott & Tracy Shoults with DLZ to discuss contracts. David K. Smith moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Stapleton, yea; Mr. Smith, yea. Returned to regular session at 3:00 p.m. No action taken.

DECEMBER 22, 2022

*3:00 pm. all three commissioners attended the Land Bank meeting.

LIMBACH HVAC – HVAC ESTIMATE

The president entertained a motion to approve entering into a full contract with Limbach HVAC to be sub-divided into four different contracts, with the stipulation that as we progress, we reserve the right to terminate the project early in any one of the individual contracts if needed. Mr. Stapleton moved and Mr. Smith seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Stapleton, yea; Mr. Smith, yea.

The 4 contracts being as follows:

- Limbach's Fan Coil Contract \$180,200.00
- Limbach's RTU Contract \$302,500.00
- Limbach's Chiller Contract \$123,500.00
- Limbach's Controls Contract \$211,450.00

RECESS

At 4:00 p.m. the President entertained a motion to recess today's meeting and reconvene on December 23, 2022, at 10:00 a.m. to continue unfinished business and discuss any weather related issues. Mr. Stapleton moved and Mr. Smith seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Stapleton, yea; Mr. Smith, yea.

DECEMBER 23, 2022

The Gallia County Board of Commissioners reconvened on this date for the purpose of completing unfinished business from the December 22, 2022 commissioner meeting. At 10:00 a.m. the meeting was called to order by President Harold G. Montgomery. Roll Call: President Harold G. Montgomery, present; Vice President Q. Jay Stapleton, present; Commissioner David K. Smith, present.

2023 BUDGET PLANNING

County Administrator Kevin Nicholas presented a draft 2023 budget document for review and discussion by the commissioners. Each department within the County general budget was reviewed and discussion over the amounts of each department was conducted based on 2023 requested budgets versus the 2022 appropriated budgets. The commissioners provided detailed guidance to Mr. Nicholas with departments that needed adjusted. No action taken.

RECESS

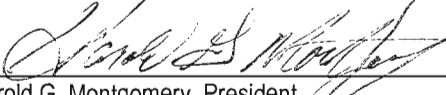
At 12:45 p.m. the President entertained a motion to recess today's meeting and reconvene on December 29, 2022, at 9:00 a.m. to continue unfinished business. Mr. Smith moved and Mr. Stapleton seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Stapleton, yea; Mr. Smith, yea.

DECEMBER 29, 2022

The Gallia County Board of Commissioners reconvened on this date for the purpose of completing unfinished business from the December 23, 2022 commissioner meeting. 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 Q. Jay Stapleton, present; Commissioner David K. Smith, present.

ADJOURN

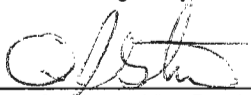
At 9:01 p.m. the President entertained a motion for adjournment. Mr. Smith moved and Mr. Stapleton seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Stapleton, yea; Mr. Smith, yea.




 Harold G. Montgomery, President



 Amanda Phillips, Clerk to the Board



 Q. Jay Stapleton, Vice President



 David K. Smith, Commissioner