

FEBRUARY 16, 2023

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 Q. Jay Stapleton, present; Commissioner Leslie Henry, present.

The President entertained a motion for approval of the February 9, 2023 minutes. Leslie Henry made and Q. Jay Stapleton seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
Commissioners	David Smith Jay Stapleton Leslie Henry	2/9	Wellston, OH	GJMV Solid Waste Management District Mtg.
EMA	Sherry Daines	2/21	Muskingham County	Ohio EMA Sector
EMA	Tim Miller	2/21	Muskingham County	Ohio EMA Sector

The President entertained a motion to approve travel requests as submitted. Q. Jay Stapleton made and Leslie Henry seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

2023 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
2/12	4	0	0	0	5	0	0	0	5	26	0	0	0	8

RESOLUTION FOR COMMISSIONER – CCAO NEW MEMBER CONFERENCE

Q. Jay Stapleton made the motion to approve Commissioner Leslie Henry's attendance and reimbursement for the CCAO New Member Conference.

The County Commissioners Association of Ohio (CCAO) encourages newly elected County Commissioners to attend the Conference. This year's conference is February 27- March 1, 2023, at the Hyatt Regency Hotel Columbus Convention Center. Q. Jay Stapleton seconded this motion. Upon roll call votes were as follows: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, abstain.

The President entertained a motion to approve travel requests for Commissioner Henry to travel to Columbus, Ohio for the CCAO New Member Conference from February 27-March 1, 2023. Q. Jay Stapleton made and David K. Smith seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, abstain.

EXECUTIVE SESSION – COMMISSIONERS – PERSONNEL

9:26 a.m., the President entertained a motion to enter into executive session with Commissioners, County Administrator Kevin Nicholas and Clerk Amanda Phillips to discuss personnel matters. Q. Jay Stapleton moved and Leslie Henry seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea. Returned to regular session at 9:34 a.m. No action taken.

**FAA GRANT 2022 DRAW #5 APPROVAL
GALLIA-MEIGS REGIONAL AIRPORT PROJECT**

Commission received from Delta Airport Consultants the FAA grant 2022 draw #5 forms requesting \$2,187.50 from the County's FAA grant for the FAA share of the following invoices:

- Delta Airport Consultants Inv #7 - \$17,500.00
- Total = \$17,500.00

Draw #5 breakdown as follows:

- FAA Allowable Delta invoice #7 = \$17,500 x 65% x 90% = \$10,237.50
- ODOT Aviation grant allowable Delta invoice #7 = \$17,500 x 65% x 5% = \$568.75
- Local match – ODOT share Delta invoice #7 = \$17,500 - \$10,237.50 - \$568.75 = \$6,693.75

David Smith entertained a motion to approve and sign the FAA grant draw #5 forms for payment of engineering invoices as presented.

Leslie Henry moved and Q. Jay Stapleton seconded this motion. Upon roll call votes were as follows: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

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JAIL PROJECT – PAYMENT RESOLUTION #22

County Administrator Kevin Nicholas presented the Commission with Payment Resolution #22 for the Gallia County Jail Project to Granger Construction Company in the amount of \$669,769.52. DLZ Principle Architect, Greg Galieti recommends approval of the above invoice and pay application. The President entertained a motion to approve and pay invoices from pay resolution #22. Q. Jay Stapleton moved and Leslie Henry seconded the motion to approve payment resolution #22 as submitted. Upon Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

DELORES ROZACK/SEWER CUSTOMER – SEPTIC REBATE DISCUSSION

Delores Rozack, a sewer customer presented to the commission an amount that she understood she thought she was to receive as a sewer tap installation rebate for the Porter sewer system. The President assured Ms. Rozack that the commission would look into the matter and asked that Ms. Rozack come back to the 2/23/23 Commissioners meeting and she agreed to do so. No action taken.

DJFS

Director Dana Glassburn and ESC Superintendent Denise Shockley presented the commissioners with the following agreement for approval. President David K. Smith entertained approving the agreement as presented, Q. Jay Stapleton moved and Leslie Henry seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

GALLIA COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

**PURCHASE OF SERVICES SUBGRANT AGREEMENT
AMENDMENT NO. 1**

This amendment will amend the contract between the Gallia County Department of Job and Family Services "the grantor" and Educational Services Center "subgrantee" and will be effective 9/1/2022-6/30/2023 for the purchase of activities with Title XX Base CFDA number 93.667 (original award date 10/1/2021; FAIN# 2201OHSOSR) Title XX Base Subsidy.

Availability of Funds:

Increase the total amount of the contract to \$40,000.00. This is an increase in the amount of \$20,000.00.

<i>s/ Dana L. Glassburn</i>	2/16/23
Dana L. Glassburn, Director	Date
<i>s/ Denise Shockley</i>	2/13/23
Denise Shockley, Superintendent	Date
Gallia County Commissioners:	
<i>s/ David Smith</i>	2/16/23
David Smith	Date
<i>s/ Q. Jay Stapleton</i>	2/16/23
Q. Jay Stapleton	Date
<i>s/ Leslie Henry</i>	2/16/23
Leslie Henry	Date
<i>s/ Jason Holdren</i>	2/9/23
Prosecuting Attorney	Date

ARPA REPORTING – TOM WHITE

Tom White provided an update to the commission on current ARPA reporting requirements. Mr. White has contacted the U.S. Treasury Department requesting information on the county's ARPA accounts and consolidating all prior submitted reports into one profile. Mr. White has also been coordinating the information needed to submit a review to the Health Resources and Services Administration for Provider Relief Funds received by the county. No action taken.

ENGINEERS OFFICE – ADAM EDWARDS

Adam Edwards presented to the commissioners Utility permits needing signatures. The commissioners signed the permits and no further action taken.

2023 MATERIAL AND SERVICES CONTRACT – GALLIA COUNTY SHERIFF

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

FEBRUARY 16, 2023

Clerk to the Board, Amanda Phillips submitted a 2023 general road work and dust control contract. The President entertained a motion to approve the submitted contract, Q. Jay Stapleton made and Leslie Henry seconded the motion. Roll calls: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

The contract is as follows:

THIS CONTRACT AND AGREEMENT, MADE AND CONCLUDED IN GALLIPOLIS, OHIO, THIS 16th DAY OF February, 2023 BY AND BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF GALLIA COUNTY, OHIO, HEREINTO AFTER CALLED THE FIRST PARTY, AND Gallia County Sheriff HEREINTO AFTER CALLED THE SECOND PARTY.

WITNESSTH:

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:

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 GALLIA COUNTY ENGINEER BRETT BOOTHE AND HIGHWAY DEPARTMENT OF SAID COUNTY; AND Gallia County Sheriff.

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 AND EMPLOYEES ARE AVAILABLE) 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 "GALLIA COUNTY ENGINEER'S 2023 EQUIPMENT RATES".

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 16TH DAY OF FEBRUARY, 2023 (original contract on file in the engineer's office and copies at the Gallia County Commissioners office)

SIGNED IN THE PRESENCE OF:
(AS TO FIRST PARTY
s/ Kevin Nicholas, County Administrator

THE BOARD OF COUNTY COMMISSIONERS
OF GALLIA COUNTY, OHIO 2/16/2023
s/ David N. Smith, President
s/ Q. Jay Stapleton, Vice President
s/ Leslie Henry, Commissioner

OAK RIDGE DRIVE – ROAD PETITION

Amanda Phillips, Clerk, presented the legal review of the Oak Ridge Drive, road petition from the Prosecutors office. Based on the legal opinion of Prosecutor Jason Holdren, the proposed new road does not meet the criteria outlined in the Ohio Revised Code 5553.02. President Smith stated that the commission will take no further action on this road petition and requested a letter be sent to notify the petitioner. No action taken.

SERVICE CENTER – MAINTENANCE

Scott Elkins, Service Center Maintenance presented to the commissioners concerns about the alarm system at the Service Center. A portion of the system was replaced and now the alarm system for the building is comprised of two different systems. Mr. Elkins stated that there are some integration issues and the system as a whole is not working the way it should, based on false alarms and where the notifications of an alarm are being sent to. President Smith recommended to call the company again and ask them to correct the issues before further options would be discussed. Mr. Stapleton asked Mr. Elkins about the condition of a section of the roof and if it needed repaired. Mr. Elkins agreed that it needed repaired or replaced, and also that a portion of an old chimney needed removed prior to the roof being repaired. Mr. Elkins stated that he could remove the chimney. President Smith asked Mr. Elkins to rent a powered lift or use scaffolding to conduct this job for safety reasons. No action taken.

EMPLOYEE HIRE – 911 – AYDEN ROETTKER

FEBRUARY 16, 2023

911 Director Sherry Daines recommended to hire Ayden Roettker, who was hired as a part-time employee at the 911 center and is in his one-year probation period from his start date of December 3, 2022, as a full-time employee effective February 25, 2023. The president entertained the motion to hire Ayden Roettker full-time as recommended by Mrs. Daines. Mr. Stapleton moved and Ms. Henry seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

911 EQUIPMENT UPGRADE PROJECT

911 Director Sherry Daines & Grant Administrator Karen Sprague met with Commissioners to discuss the various proposals for funding the 911 Equipment Upgrade Project. The project cost proposal along with bond counsel fees total \$690,000. The Gallia County Commissioners have committed \$300,000 to this project. The funding proposals are as follows:

- USDA - Total estimated financing needed - \$390,000 (includes bond counsel cost)
 - Option 1:
 - \$50,000 Grant (possible)
 - \$340,000 (loan)
 - 15 Year term at 3.75% would be \$30,050 per annual payment
 - 10 Year term at 3.75% would be \$41,402 per annual payment
 - 5 Year term at 3.75% would be \$75,841 per annual payment
 - Option 2:
 - Without the grant - \$390,000 loan
 - 15 Year term at 3.75% would be \$34,469 per annual payment
 - 10 Year term at 3.75% would be \$47,491 per annual payment
 - 5 Year term at 3.75% would be \$86,994 per annual payment
- WesBanco
 - General Obligation Bond, Bank Qualified-Tax Exempt Fixed Rate, one-time origination fee of \$975, additional fees will apply for services requested from our Corporate Trust Department, such as registrar, trustee, etc.
 - Options:
 - \$390,000 loan
 - 15 year term at 4.15% would be \$35,588 per annual payment
 - 10 year term at 3.89% would be \$47,950 per annual payment
- Ohio Valley Bank
 - Options:
 - \$390,000 loan
 - 15 year term at 5.45%
 - 10 year term at 5.32%

After discussion, Commission determined the most affordable course of action for 911 would be to apply to USDA for a \$50,000 grant and \$340,000 loan using the 15 year term at 3.75% interest; \$30,050 annual payment. Mr. Smith entertained a motion to have Ms. Sprague proceed with the USDA application as noted. Ms. Henry moved & Mr. Stapleton seconded the motion. Roll call votes: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

***11:45 a.m.- The Commissioners attended the Elected Officials luncheon & meeting on the 2nd floor of the Courthouse.**

*** 1:30 pm – The Commissioners David K. Smith, Q. Jay Stapleton, Leslie Henry and County Administrator Kevin Nicholas met with Granger and DLZ for the Jail OAC meeting in the Granger field office conference room, 537 2nd Ave. Gallipolis, Ohio.**

EXECUTIVE SESSION – COMMISSIONERS – PERSONNEL

2:50 p.m., the President entertained a motion to enter into executive session with Commissioners, County Administrator Kevin Nicholas and Clerk Amanda Phillips to discuss personnel matters. Q. Jay Stapleton moved and Leslie Henry seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea. Returned to regular session at 3:04 p.m. No action taken.

EXECUTIVE SESSION – PROSECUTOR – LEGAL

3:05 p.m., the President entertained a motion to enter into executive session with Assistant Prosecutor Jeremy Fisher to discuss legal matters. Leslie Henry moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea. Returned to regular session at 3:38 p.m. No action taken.

FEBRUARY 16, 2023

Clerk to the Board, Amanda Phillips submitted a 2023 general road work and dust control contract. The President entertained a motion to approve the submitted contract, Q. Jay Stapleton made and Leslie Henry seconded the motion. Roll calls: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

The contract is as follows:

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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 AND EMPLOYEES ARE AVAILABLE) TO PERFORM WORK AND LABOR FOR, AND ON BEHALF OF, OTHER POLITICAL SUB-DIVISIONS WITHIN THE COUNTY.

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SIGNED IN THE PRESENCE OF:
(AS TO FIRST PARTY
s/ Kevin Nicholas, County Administrator

THE BOARD OF COUNTY COMMISSIONERS
OF GALLIA COUNTY, OHIO 2/16/2023
s/ David K. Smith, President
s/ Q. Jay Stapleton, Vice President
s/ Leslie Henry, Commissioner

CONTRACT FOR HOUSING PRISONERS

**In the
WASHINGTON COUNTY JAIL**

WHEREAS, this contract is made this 16th day of February, 2023, by and between the Board of County Commissioners of Washington County, Ohio hereafter referred to as "County", the Sheriff of Washington County, hereafter referred to as "Sheriff", and Gallia Sheriff's hereafter referred to as "Contractor".

WHEREAS, Contractor wants to use the Washington 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 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 Washington County Jail the following persons:
 - a. All persons arrested by Gallia County for violations of state criminal statues until such persons have had an initial appearance before a judge, after which such persons shall be deemed to be in the custody of Washington County for purposes of compensation under this contract.
 - b. All 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.

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

- c. Persons incarcerated pursuant to subparagraphs a. and b. above shall be designated as prisoners in this contact.
- 2. The cost to be paid to the County by the Contractor shall be the amount of sixty-eight dollars (\$100.00) per day for each person incarcerated in the Washington County Jail under paragraph 1.
- 3. Prisoners confined in the Washington 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, illness or injury that has not been treated prior to entry into the Washington County Jail, or having received any 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 Washington County Jail for any reason, unless a court orders that no transportation or security is needed.
- 8. Contractor shall bear the expense of the burial of a prisoner who dies in the Washington 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 Washington County Juvenile Court.
- 10. The Washington 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 Washington County Sheriff, 205 Putnam Street, Marietta, Ohio 45750 within (30) days of the date of the statement. The Washington 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 Washington County Commissioners, Common Pleas and Probate- Juvenile Judges, and the department of Rehabilitation and Corrections.
- 12. The parties to this contract agree that notice be given to certain persons when particular inmates are to be released from custody, namely victims of domestic violence offenses, named/protected persons in temporary protection orders, named/protected persons in civil protection order and victims of menacing by stalking crimes. To that end, Contractor specifically agrees to furnish to the Sheriff, through the Washington County Jail staff, a current telephone number or numbers and/or contact information for all such protected persons, at the time the inmate is brought to the Washington County Jail, Contractor shall update the information as any change becomes known. The County agrees that the Washington County Jail shall contact those victims and/or protected persons of any inmate pending release provided that a working telephone number has been furnished to the County. In situations where no working telephone number is provided, Contractor shall be responsible for making the required notification to said victims and/or protected persons of an inmate's pending release upon being notified thereof by the Jail when such notification has been given to the victim and/or protected persons, and shall furnish the date and time of day said notification has been made. Contractor acknowledges that failure to comply with these notifications terms will result in the refusal by the County to accept as inmates those persons who have victims or other persons who are subject to release notification information, without voiding the entire contract altogether.
- 13. This agreement may be terminated by either party during its term, by giving the other party a minimum of ninety (90) days written notice.
- 14. This agreement shall be effective April 1, 2023, and terminate March 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 in behalf of the Gallia County pursuant to Resolution Number N/A passed February 16, 2023. 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.

Commissioners

s/ David K. Smith, President
s/ Q. Jay Stapleton, Vice President
s/ Leslie Henry, Commissioner

Washington County Commissioners

s/ Kevin J. Ritter, President
s/ James W. Booth
s/ Charlie L. Schilling

s/ Larry R. Mincks, Sr., Sheriff

Witness

s/ Heather Casto, Sheriff Administrator

s/ Matthew D. Champlin, Sheriff
s/ Jeremy Fisher, Assistant Prosecuting Attorney

Witness

s/ Ben Coudery, Clerk

Approved as to form

s/ Nicole T. Coil, Prosecutor

CONTRACT FOR COMMUNITY RESIDENTIAL SERVICES

County Administrator Kevin Nicholas presented a contract from the Lawrence County Juvenile Center for community residential services at a per diem rate of \$95.00 per bed. The term of the agreement is January 1, 2023 through February 28, 2023. President David Smith entertained a motion to approve the contract from the Lawrence County Juvenile Center as presented. Q. Jay Stapleton made and Leslie Henry seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

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SHERIFF & VILLAGE OF CROWN CITY - AGREEMENT

County Administrator Kevin Nicholas presented to the commission the 2023 police protection agreement between Gallia County Commissioners, Sheriff Matthew D. Champlin and the Village of Crown City for approval. President David Smith entertained a motion to approve the agreement as presented. Leslie Henry made and Q. Jay Stapleton seconded the motion. Roll calls: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

AGREEMENT

This Agreement made and concluded this 16th day of February 2023, by and between the Village of Crown City, Ohio, Matt Champlin, Gallia County Sheriff and the Gallia County Commissioners.

WHEREAS, there exists a need for police protection for residents of the Village of Crown City, Gallia County, Ohio and

WHEREAS, Section 311.29 of the Ohio Revised Code provides for authority of a taxing district to enter into an agreement with the Sheriff of the County whereby the Sheriff undertakes and is authorized to contract to perform any police function, in behalf of the contracting subdivision.

NOW THEREFORE, it is hereby agreed by and between the parties hereto upon the considerations as follows:

1. The parties do hereby agree and understand that the employees of the Gallia County Sheriff's Office have voted and approved representation by the FOP. Therefore, upon organization and representation of the employees by the FOP each party herein (Village, Sheriff and Commissioners) reserves the right to cancel or modify this Agreement if the organization of the FOP causes a change in the terms set forth herein. If the organization of the FOP does not change the terms of the Agreement, the parties are bound by the terms listed below.
2. The Gallia County Sheriff's Office is to supply one qualified deputy chosen by mutual agreement between Council and the Sheriff's Office.
3. The Village of Crown City, in consideration for this police protection, agrees to pay directly to the Sheriff of Gallia County, Ohio, the amount of \$5.00 per contract hour to be used for expense and maintenance of Gallia County sheriff's office cruiser, training of officers, uniforms, equipment, etc. for use by the Village. 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".
4. The Village in consideration for this police protection agrees to pay direct to the designated deputy the sum of Twenty Dollars (\$25.00) per hour from January 1, 2023 through December 31, 2023, plus employer's portion of Unemployment, Medicare, Workers Compensation and OPERS.
5. The scheduling for the deputy is to be prepared by the Gallia County Sheriff's office with recommendations from the Mayor of Crown City Village and will consist of 25 hours per month.
6. The Sheriff requires that Deputy assigned to this detail submit activity logs, preferably by electronic system, to the Village Council for review.
7. The Village of Crown City will make available to the Gallia County Sheriff's Office the use of any Village owned equipment pertaining to law enforcement for the Village.
8. The Gallia County Sheriff's Office will be entitled to use said equipment as long as there is a current agreement with the Village of Crown City for police protection.
9. It is expressly understood by the parties that upon the termination of this Agreement, the equipment, and if still in the possession of the Gallia County Sheriff's Office will be immediately returned to the Village of Crown City.
10. The parties agree that the Gallia County Commissioners shall provide liability insurance for the officers providing services pursuant to this Agreement. The Village of Crown City understands and agrees that it shall be liable for any damages that may exceed the applicable coverage, limited to the policy provided by Gallia County. In the event, for any reason, that any act or omission by the Officer were to result in damages assessed against the Village, the Village would be responsible for any damages, that may not be covered by the Liability Policy provided by Gallia County. This provision is not and shall not be construed as an indemnification agreement by the County in favor of the Village. The County's sole obligation is to provide liability coverage in an amount determined to the sole discretion of the Gallia County Commissioners.
11. This Agreement can be canceled by either party with thirty (30) days written notice.
12. This Agreement shall be effective from January 1, 2023 through December 31, 2023.
13. The cost of jail confinement for prisoners of the Village will be waived.
14. If a deputy is requested to respond to a 911 call out and there is no deputy on duty at the Village, the 911 Center will then dispatch an available Sheriff's Deputy to the call.
15. Any time off leave will be the responsibility of the Village of Crown City.
16. All uniform and cruiser markings will conform to the BSSA and Gallia County Sheriff's Office standards and the purchase of these items will be the responsibility of the Sheriff's Office.
17. All deputies on duty for Village assignment will follow the Gallia County Sheriff's Office Policy and Procedure Manual in effect.
18. The parties agree that the Gallia County Sheriff's Office will be the exclusive provider of law enforcement services during the time of this contract.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized officers, executed this Agreement on the 1st day of February, 2023.

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:

GALLIA COUNTY SHERIFF'S OFFICE
s/Matt Champlin, Sheriff

VILLAGE OF CROWN CITY
s/Neal Falls, Mayor

s/D.J. Hager, Clerk

GALLIA COUNTY COMMISSIONERS
s/David K. Smith, President
s/R. Jay Stapleton Vice President
s/Leslie Henry, Commissioner

APPROVED AS TO FORM
s/Jason Holdren
Gallia County Prosecuting Attorney

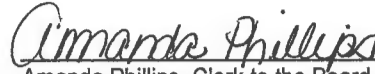
FEBRUARY 16, 2023

ADJOURN

At 4:00 p.m. the President entertained a motion for adjournment. Q. Jay Stapleton made and Leslie Henry seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.



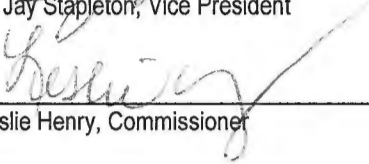
David K. Smith, President



Amanda Phillips, Clerk to the Board



Q. Jay Stapleton, Vice President



Leslie Henry, Commissioner