

MARCH 21, 2024

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 Q. Jay Stapleton. Roll Call: President Q. Jay Stapleton, present; Vice President Leslie Henry, present; Commissioner David K. Smith, absent.

The President entertained a motion for approval of the March 14, 2024 minutes. Leslie Henry made and Q. Jay Stapleton seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, absent.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
Grant Administration	Karen Sprague	4/9/2024	Waverly, OH	ODOD Training
Auditor	Robert Jacks	4/4/2024	Dublin, OH	Exec/Leg Conference
Auditor	Robert Jacks	4/12/2024	Cambridge, OH	Southeast District Mtg.

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

2024 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
3/17	4	0	1	0	4	0	0	0	5	29	0	0	0	17

CASTO & HARRIS, INC. — RE-ORDER NO. 25403-23

SHERIFF - PRISONER HOUSING CONTRACT WITH FAIRFIELD COUNTY

County Administrator Brian Rutherford, presented a Contract between the Gallia County Board of Commissioners, the Gallia County Sheriff's office, the Fairfield County Board of Commissioners, and the Fairfield County Sheriff for approval. The President entertained a motion to approve the contract. Leslie Henry moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, absent.

CONTRACT FOR HOUSING PRISONERS IN THE FAIRFIELD COUNTY JAIL BETWEEN FAIRFIELD COUNTY AND GALLIA COUNTY

WHEREAS, this contract is made this day of March 8, 2024, by and between the Fairfield County Board of Commissioners, located at 210 East Main Street, Lancaster, OH 43130, ("Fairfield BCC"), the Fairfield County Sheriff, located at 345 Lincoln Avenue, Lancaster, OH 43130, (the Fairfield Sheriff), and the Gallia County Board of Commissioners, located at 18 Locust Street, room 1292, Gallipolis, Ohio 45631 ("the Gallia BCC") and the Gallia County Sheriff, located at 18 Locust Street, Gallipolis, Ohio 45631 ("Gallia Sheriff").

WHEREAS, the Gallia BCC and the Gallia Sheriff has the necessity and the need to house its prisoners elsewhere on a temporary basis beginning 2024;

WHEREAS, Gallia BCC and the Gallia Sheriff have reached out to the Fairfield BCC and Fairfield Sheriff to see if Fairfield County would be willing to house the Gallia County Prisoners during this period by entering into a contract with the Fairfield BCC and the Fairfield Sheriff, pursuant to R.C. 341.23;

WHEREAS, Fairfield BCC and the Fairfield County Sheriff are willing to enter into a contract pursuant to R.C. 341.23 so long as certain housing parameters are agreed upon;

WHEREAS, this Agreement is intended to set forth the rights, duties, responsibilities, and obligations of the Fairfield Board, the Fairfield Sheriff and the Gallia Board and Gallia Sheriff for the term hereinafter set forth.

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

1. The Fairfield BCC and the Fairfield Sheriff shall receive, keep, board and safely maintain in the Fairfield County Jail the following persons, as space permits:
 - a.) Gallia County Prisoners who have been lawfully committed to custody by the Gallia County Sheriff, or his deputies, via 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 except as provided in Paragraphs 2 through 12 below.

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- b. Persons incarcerated pursuant to subparagraph a. above shall be designated as "Gallia County Prisoners" in this Agreement.
2. The Fairfield Sheriff hereby agrees to house no more than Twenty (20) Gallia County prisoners at a time in the Fairfield County Jail commencing immediately and ending on December 31, 2024. Of the Twenty (20) Gallia County Prisoners Fairfield County will receive, five (5) of those twenty (20) Prisoners can be female.
 3. Gallia BCC agrees to pay Fairfield BCC and Fairfield Sheriff a per diem rate of \$107.00 per prisoner, per day. A day shall be calculated based on the date of booking reception and release. The Fairfield BCC and Fairfield Sheriff shall invoice the Gallia Sheriff and Gallia BCC a per diem rate of \$107.00 per each prisoner remaining. Such invoices shall be made the first of each month based on the number of prisoners held, the number of days held. Payment shall be made by the Gallia County Sherriff to the Fairfield County Commissioners with the mailing address of 210 E. Main Street, Room 301, Lancaster, Ohio 43130. Said payment shall be applied to the Fairfield County General Fund. The Fairfield Sheriff reserves the right to return prisoners and refuse to accept additional prisoners if timely payment is not received.
 4. Gallia County Prisoners confined in the Fairfield County Jail shall be subject to the rules and regulations of the Fairfield County Jail, which apply to all the prisoners therein.
 5. The Fairfield Sheriff may reject and refuse to receive any prisoners who may be afflicted with a prior medical problem, afflicted with any contagious disease, contagious infections, sexually transmitted disease, mental illness, illness or injury that has not been treated prior to entry into the Fairfield County Jail.
 6. The Fairfield Sheriff, at his sole discretion, may unilaterally refuse to receive Gallia County Prisoner(s) or may return any Gallia County Prisoner(s) for reasons including but not limited to the current Fairfield County Jail population, internal security conditions of the jail, or for any other reason that the Fairfield Sheriff deems pertinent at the time. If the Fairfield Sheriff opts to return or reject Gallia County Prisoner(s) for any reason, the Fairfield Sheriff shall give verbal or electronic notice to the Gallia County Sheriff and the Gallia County Sheriff shall have no more than 24 hours to pick up the returned/rejected inmate(s).
 7. The Gallia BCC agrees to pay for any and all medical, surgical, dental, or ophthalmology expenses incurred on behalf of a prisoner, at any off-site medical facility, including doctor's fees, hospital charges, and prescription costs. Contacts with in-house medical staff, internal physician consultations/visits, will be covered under the agreed housing costs and no additional fees will apply.
 8. The Gallia Sheriff shall transport and provide security any time a prisoner must leave the Fairfield County Jail for any reason, unless a court orders that no transportation or security is needed. If the Fairfield Sheriff, via his deputies, transports a prisoner to and from the Fairfield County Jail under this Agreement, he shall submit the mileage to the Gallia Sheriff for reimbursement as permitted under R.C. 341.23(C).
 9. The Gallia Sheriff shall bear the expense of the burial of a prisoner who dies in the Fairfield County Jail, if the body is not claimed for interment at the expense of friends or relatives.
 10. No person under eighteen (18) years of age shall be received by the Fairfield Sheriff as a prisoner in the Fairfield County Jail.
 11. The Gallia BCC and Gallia Sheriff agree that during the contract term, 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 Fairfield 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, the Gallia Sheriff specifically agrees to furnish to the Fairfield Sheriff, through the Fairfield 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 Fairfield County Jail, the Gallia Sheriff shall update the information as any change becomes known. The Fairfield Sheriff agrees that the Fairfield 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 Fairfield Sheriff, via his jail staff. In situations where no working telephone number is provided, the Gallia Sheriff 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 Fairfield 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. The Gallia Sheriff acknowledges that failure to comply with these notifications terms will result in the refusal by the Fairfield Sheriff 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 for any reason, by giving the other party a minimum of thirty (30) days written notice.
 14. This Agreement shall be effective immediately to December 31, 2024, with the option to renew for an additional specified term(s), upon mutual agreement of all of the parties.

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

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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 BOARD OF COMMISSIONERS

<u>s/ Q. Jay Stapleton, President</u>	<u>3/21/2024</u>
Q. Jay Stapleton	Date
<u>s/ Leslie Henry, Vice President</u>	<u>3/21/2024</u>
Leslie Henry	Date
<u>Absent, Commissioner</u>	<u>3/21/2024</u>
David K. Smith	Date

GALLIA COUNTY SHERIFF

<u>s/ Matthew D. Champlin, Sheriff</u>	<u>3/15/24</u>
Sheriff Matt Champlin	Date

APPROVED AS TO FORM:

s/ Jeremy Fisher, Assistant Prosecuting Attorney
 Gallia County Prosecutor

SHERIFF – AGREEMENT

The Sheriff office submitted the following agreement with Village of Centerville to provide police protection. Leslie Henry made and Q. Jay Stapleton seconded the motion to approve as submitted. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, absent.

AGREEMENT

This Agreement made and concluded this 8th day of December 2023, by and between the Village of Centerville, Matt Champlin, Gallia County Sheriff and the Gallia County Commissioners.

WHEREAS, there exists a need for police protection for residents of the Village of Centerville, 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 Village of Centerville, in consideration for this police protection, agrees to pay direct 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".
3. The patrol duties of the designated deputy will be directed by the Gallia County Sheriff's Office. The chain of command described in the Gallia County Sheriff's Office Policies & Procedures manual will be in effect during the term of this Agreement.
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, 2024 through December 31, 2024, plus employer's portion of Unemployment, Medicare, Workers compensation and OPERS.
5. The Sheriff requires that Deputies assigned to this detail submit activity logs, preferably by electronic system, to the Village Council for review.
6. The Village of Centerville will make available to the Gallia County Sheriff's Office the use of the Village owned equipment pertaining to law enforcement for the Village listed as follows: **Any equipment that may be in use at this time.**
7. The Sheriff of Gallia County, Ohio will be entitled to use said equipment so long as he has an agreement with the Village of Centerville for police protection.
8. It is expressly understood by the parties that upon the termination of this agreement, the equipment if still in the possession of the Gallia County Sheriff's Office will be immediately returned to the Village of Centerville, Ohio for its use.
9. The parties agree that the Gallia County Commissioners shall provide liability insurance for the officers providing services pursuant to this Agreement. The Village of Centerville 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.
10. 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.
11. This Agreement can be canceled by either party with thirty (30) days written notice.
12. This Agreement shall be effective from January 1, 2024 through December 31, 2024.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized officers, executed this Agreement on the 8th day of December, 2023.

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:

GALLIA COUNTY SHERIFF'S OFFICE

s/ Matthew D. Champlin, Sheriff

CASTO & HARRIS, INC. — RE-ORDER NO. 25403-23

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/ Virginia Ann Daniels

VILLAGE OF CENTERVILLE
/ Gene Hall, Mayor
/ Nancy Reese, Clerk

GALLIA COUNTY COMMISSIONERS
/ Q. Jay Stapleton, President
/ Leslie Henry, Vice President

APPROVED AS TO FORM:
/ Jason D. Holdren, Prosecuting Attorney

DJFS – MOU SNAP-ED

DJFS Director Dana Glassburn presented the Commission with an MOU for SNAP-ED between the OSU Extension Office and DJFS that needed signed. President Stapleton entertained a motion to allow Mr. Glassburn to sign the MOU as presented. Leslie Henry made and Q. Jay Stapleton seconded the motion to approve as submitted. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, absent.

DJFS – EXECUTIVE SESSION

At 10:00 a.m. the president entertained a motion to enter into executive session with DJFS Director Dana Glassburn concerning potential contracts and the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee. Leslie Henry moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, absent. Returned to regular session at 10:23 a.m.; No action taken.

DJFS – EMPLOYEE RESIGNATION

DJFS requests the Commissioners acceptance of the resignation of Nathan Wright effective April 5, 2024. The President entertained a motion to accept the resignation as recommended by Director Glassburn. Leslie Henry moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Stapleton, yes; Ms. Henry, yea; Mr. Smith, absent.

EMPLOYEE – 911 – RESIGNATION

911 Director Sherry Daines requests the Commissioners acceptance of the resignation of Landon Faught effective immediately. The President entertained a motion to accept the resignation as recommended by Director Daines. Leslie Henry moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Stapleton, yes; Ms. Henry, yea; Mr. Smith, absent.

PALMER/CCAO ENERGY – AGREEMENT

Phillip Dysard account manager of Palmer Energy Company, CCAO administer of energy programs, met with the Commissioners to discuss the Electric Service Agreement for renewal. Mr. Dysard is going to submit the agreement to the Clerk for review and approval at a later date. No action taken.

PALMER/CCAO ENERGY – AGREEMENT

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PALMER/CCAO ENERGY – AMENDMENT

Phillip Dysard account manager of Palmer Energy Company, CCAO administer of energy programs, met with the Commissioners to discuss the Amendment # 1 to Exhibit A Natural Gas Purchasing Program. No action taken.

DLZ – JAIL DRAINAGE ISSUES

Greg Gallietti, Principle Architect for DLZ met with the Commissioners to discuss the drainage issues at the new jail and provide an HVAC update. No action taken.

1:30 PM The Commissioners watched the CORSA renewal webinar.

DEENIE DRIVE SIDEWALKS

President Stapleton entertained a motion to grant Fields Excavating permission to proceed on the sidewalk project on Deenie Drive @ an estimated cost of \$40,000.00. As built change order will be approved at a later date after work is completed. \$40,000.00 is the estimate and per Lonnie Boggs Green Township will commit to \$15,000.00 of this project. Leslie Henry moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Stapleton, yes; Ms. Henry, yea; Mr. Smith, absent.

. *3 PM the Commissioners attended the Monthly Landbank Meeting.

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SHAWNEE LANE PROPERTY

President Stapleton entertained a motion to grant the Gallia County Landbank the authority to legally have the children's home, modular units and anything else (under the direction of the Commissioners) on Shawnee Lane torn down and also to access the property as needed. Leslie Henry made Q. Jay Stapleton seconded the motion. Roll call: Mr. Stapleton, yes; Ms. Henry, yea; Mr. Smith, absent.

DEENIE DRIVE SIDEWALKS - RISCEND

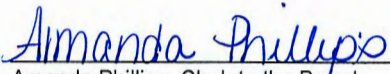
Commissioner Henry moved to rescind the previous entry on the Deenie Drive Sidewalk project until Fields Excavating submits clarification on exact costs and measurements. Q. Jay Stapleton seconded the motion. Roll call: Mr. Stapleton, yes; Ms. Henry, yea; Mr. Smith, absent.

ADJOURN

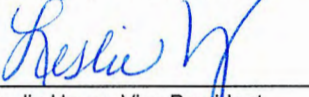
At 4:15 p.m. the President entertained a motion for adjournment. Leslie Henry made and Q. Jay Stapleton seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, absent.




Q. Jay Stapleton, President



Amanda Phillips, Clerk to the Board



Leslie Henry, Vice President



David K. Smith, Commissioner