

OCTOBER 31, 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, absent; Commissioner David K. Smith, present.

The President entertained a motion for approval of the October 24, 2024 minutes. David K. Smith made and Q. Jay Stapleton seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, absent; Mr. Smith, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
EMA	Sherry Daines & Tim Miller	November 1	Jackson Ohio	Ohio EMA Fall Conference

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

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
10/28	6	0	0	0	11	0	0	0	11	17	1	0	0	21

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

RECORDER – APPROPRIATION

David K. Smith moved to approve a supplemental appropriation for the Recorder in the amount of \$42,800.00. This amount would be for the Back-filing portion of a quote that Mr. Walker left out in his request on 10/24/2024. The Recorder had requested on the mentioned date for a total amount of \$66,000.00 for Re-indexing and Back-filing. That quote for \$66,000.00 was only for the re-indexing, the Back-filing would be an additional \$42,800.00. Q. Jay Stapleton seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, absent; Mr. Smith, yea.

COMMISSIONERS – EXECUTIVE SESSION

At 9:32 a.m. the president entertained a motion to enter into executive session with Clerk of Courts Anita Moore, Prosecutor Jason Holdren and County Administrator Brian Rutherford concerning the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee and contracts and legal matters. David K. Smith moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, absent; Mr. Smith, yea. Returned to regular session at 9:51 a.m.; No action taken.

DJFS – EXECUTIVE SESSION

At 10:05 a.m. the president entertained a motion to enter into executive session with DJFS Director Dana Glassburn concerning the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee and contracts and legal matters. David K. Smith moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, absent; Mr. Smith, yea. Returned to regular session at 10:15 a.m.; No action taken.

JUVENILE/PROBATE COURT – 2025 BUDGET

Judge Thomas Moulton presented his proposed 2025 budget request to the commissioners. No action taken.

COMMON PLEAS COURT – 2025 BUDGET

Judge Margaret Evans along with Mike Smith, Teresa Frazee and Melissa Hall presented their proposed 2025 budget request to the commissioners. No action taken.

CORSA – RENEWAL

Nick Roach, Wiseman Insurance Agency met with the Commissioners to discuss the upcoming CORSA Insurance Renewal. No action taken.

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*11:15 AM – The Commissioners attended the Airport Terminal Construction Progress Meeting at the Gallia Meigs Regional Airport.

RFQ’S – SENIOR CENTER

At 1:30 p.m. President Stapleton opened the following Requests for Qualifications for the Engineer Architect: Gallia County Senior Center

Company
Breech Engineering
RVC

The RFQ's were turned over to the County's Special Project Manager Tom White for review and recommendation.

ENGINEER – ODOT AGREEMENT

Adam Edwards, Engineer's Office submitted and agreement with ODOT on the Bridge replacement project that involves replacing the existing Gallia County Route 40 2.35 bridge (SFN 2741210) over Sand Fork in Perry Township to be signed. The work includes approach pavement and guardrail. President Stapleton entertained a motion to sign and approve the agreement as submitted. David K. Smith moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, absent; Mr. Smith, yea.

SOIL AND WATER – 2025 BUDGET

Nick Mills from Soil and Water presented his proposed 2025 budget request to the commissioners. No action taken.

*2 pm – The Commissioners attended the Planning Commission Meeting in the Commissioner's Office at the Courthouse.

GALLIA COUNTY SHERIFF'S OFFICE MEMORANDUM OF AGREEMENT FOR JAIL SERVICES

Heather Casto, Sheriff's Department submitted the following Agreement for Jail Services for approval. David K. Smith moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, absent; Mr. Smith, yea.

Upon the recommendations of the Sheriffs of Gallia County, Ohio and Village of Rutland, Ohio, this Agreement is entered into this 25th day of October, 2024 between the Board of Gallia County Commissioners, (hereafter, the Board of Gallia County Commissioners and Sheriff are jointly referred to as "Gallia County") and the Board of Village of Rutland Commissioners (hereafter, the Board of Village of Rutland Commissioners and Sheriff are jointly referred to as

"Village of Rutland"), for Gallia County's acceptance and incarceration of Village of Rutland prisoners at the Gallia County Jail.

In consideration of pertinent provisions of the Ohio Revised Code as well as the mutual covenants, agreements and conditions set forth herein, the parties agree as follows:

1. Definitions: For the purposes of this Agreement, the following words and terms shall have the indicated meanings:

"Prisoner" means an inmate held at the Gallia County Jail pursuant to ORC 341.12 and/or on charges relating to an offense in Village of Rutland's jurisdiction before sentencing regardless of the offense charges, or after sentencing when the inmate is convicted or sentenced.

"Per day" means any calendar date during which Gallia County holds a prisoner or holds a bed for Village of Rutland under this Agreement. This includes prisoners taken to court hearings, medical appointments or treatments, etc.

2. Village of Rutland agrees to send Gallia County and Gallia County agrees to accept from Village of Rutland such prisoners as Village of Rutland is unable to care for and to provide custody supervision, confinement and board for Village of Rutland's prisoners. Village of Rutland shall furnish all transportation for prisoners to and from the Village of Rutland Jail for any and all purposes.

Gallia County shall receive Village of Rutland prisoners who are lawfully committed into custody upon being furnished with a copy of the process of commitment/booking/medical paperwork, and Village of Rutland shall provide all other proper documentation for said commitment.

3. Gallia County shall maintain the Gallia County Jail in accordance with applicable minimum adult detention center standards of the State of Ohio as well as other pertinent laws, rules or regulations. Gallia County shall maintain, support and safely keep Village of Rutland prisoners in the same manner and condition as its own prisoners.

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4. Village of Rutland agrees to pay Gallia County the sum of one hundred (\$100.00) dollars per day as full compensation for receiving, supervising, confining & boarding each prisoner. Provided, however, should the actual cost to Gallia exceed one hundred dollars (\$100.00) per day by reason of having to confine such prisoner under the provisions of one of the collateral contractual agreements of Gallia County, then Village of Rutland agrees to pay Gallia County the actual cost incurred by Gallia County under its contractual arrangements.

5. For the purpose of determining compensation to be paid, any calendar day or part thereof of confinement, shall constitute one day.

6. Gallia County will invoice Village of Rutland monthly for its use of beds. Village of Rutland agrees to pay each invoice within thirty (30) days of the date of the invoice. Compensation for rendering of the services hereinbefore described during such calendar month shall be paid by Village of Rutland on or before the 15th of each month.

7. Village of Rutland shall be responsible for transporting Village of Rutland's prisoners to all non-emergency medical and/or dental appointments. In the event a Village of Rutland prisoner is hospitalized, Village of Rutland shall be responsible for the security of such Village of Rutland prisoner during their hospital stay.

8. Village of Rutland agrees they are responsible for the cost and expense of all medical, dental, vision, and prescriptions required by a Village of Rutland prisoner.

9. Village of Rutland authorizes Gallia County to determine whether and when a Village of Rutland prisoner requires emergency medical and/or dental care. Gallia County will immediately notify the shift commander or other officer in charge designated by Village of Rutland when Gallia County has authorized the removal of a Village of Rutland prisoner for emergency medical and/or dental care.

10. Village of Rutland agrees that upon notice that a Village of Rutland prisoner has been removed for emergency medical, and/or dental care, Village of Rutland shall immediately assume responsibility for guarding such Village of Rutland prisoner until he or she is returned to the Gallia County Jail. Written notice shall be given under this paragraph as soon as practicable after a prisoner has been removed for emergency medical and/or dental care.

11. Village of Rutland agrees they are responsible for any ambulance/life squad fees as well as Forty dollars (\$40.00) per hour fee payable to Gallia County for the personnel to provide the medical escort to and/or from the emergency room and/or until such time as Village of Rutland has relieved Gallia County from the medical escort for all Village of Rutland prisoners. (Minimum 2-hour charge)

12. Gallia County agrees that where hospital service is required for any such prisoner, such services shall be provided at Holzer Medical Center, unless the emergency of the situation prevents such use.

13. Gallia County agrees to obtain written approval from Village of Rutland before obtaining any non-emergency medical, and/or dental device or appliance for a Village of Rutland prisoner. Examples of such devices and appliances include but are not limited to eyeglasses, trusses and braces. Village of Rutland agrees to pay for the cost of any approved device or appliance plus all care and services related to providing any approved item.

14. Village of Rutland may elect to allow Village of Rutland prisoners to use the inmate medical and/or dental services contracted by Gallia County for non-emergency care. Village of Rutland shall notify Gallia County of such elections in writing. If Village of Rutland so elects, Village of Rutland agrees to pay the pertinent Medicaid rates established under HB 66 for all medical services provided and billed to Village of Rutland prisoners.

15. Gallia County will provide invoices, as received by providers, to Village of Rutland.

Village of Rutland agrees to pay these within thirty (30) days of receipt directly to the provider of services.

16. In the event of the death of a prisoner, Gallia County shall not be liable for any costs or expenses related to said death. Village of Rutland shall pay for all expenses and costs related to said death.

17. Gallia County reserves the right, in its sole discretion, to reject, refuse, and/or have removed, any Village of Rutland prisoner regardless of contracted bed availability.

Village of Rutland agrees to promptly (without delay) respond to Gallia County's request for the removal of any Village of Rutland prisoner(s).

18. Gallia County shall not be responsible for returning a Village of Rutland prisoner to

Village of Rutland upon the completion of said prisoner's sentence. Village of Rutland shall pick up all prisoners who have completed their sentence and release them from their facilities.

19. Gallia County may maintain and support a Village of Rutland prisoner whose confinement extends beyond the terms of this Agreement consistent with the terms set forth in this Agreement or any subsequent modification or agreement entered into between the parties.

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20. Village of Rutland shall reimburse Gallia County for any and all damage to the Gallia County Jail, its fixtures, appliances, equipment or other property owned by Gallia, caused by Village of Rutland prisoners, intentionally or negligently.
21. Village of Rutland shall have no obligation to reimburse Gallia for ordinary wear and tear to Gallia's real and personal property or for any personal injury to any of Gallia County's officials, agents, or employees caused by Village of Rutland's prisoners.
22. Village of Rutland prisoners confined in the Gallia County Jail shall be subject to the rules and regulations of the Gallia County Jail, which apply to all the prisoners therein.
23. No person under eighteen (18) years of age shall be received by the Gallia County Sheriff as a prisoner in the Gallia County Jail.
24. Nothing contained in this Agreement is intended to create or establish the relationship of a partnership, joint venture or other business organization between the parties hereto nor to create an agency, representative or employment relationship between the parties. Neither party nor their respective employees shall be considered an employee of the other party, nor shall they acquire or be entitled to any compensation, rights, benefits and/or participation of any kind whatsoever offered by the other party, including, without limitation, participation in Ohio Public Employees Retirement System, worker's compensation coverage and/or benefits, medical and hospital care, sick and vacation leave, unemployment compensation, disability and severance pay.
25. No Village of Rutland prisoner, other person, or organization, other than the parties hereto shall have any interest hereunder, and nothing contained herein shall be construed so as to give any Village of Rutland prisoner, other person or organization other than the parties hereto any legal or equitable right, remedy or claim under or in respect to this Agreement.
26. Gallia County and Village of Rutland shall maintain liability insurance coverage in a minimum amount of \$1,000,000.
27. Gallia County and Village of Rutland shall provide each other with written proof of coverage.
28. If Village of Rutland is not a CORSA insured county, Village of Rutland shall, if possible, name Gallia County as an additional insured under Village of Rutland's liability insurance.
29. Gallia County and Village of Rutland are not responsible for the action(s) or inaction of the other including their respective employees, officers, or agents and shall not be liable in damages to the other for services rendered or failure to render services under this agreement including but not limited to inadequacy of equipment, or for the negligence, misfeasance or nonfeasance of their employees or for any other cause related to the rendering of services under this agreement.
30. The term of this Agreement shall be from the 1st day of January, 2025 and continue until December 31, 2025.
31. This Agreement may be modified, extended and/or terminated upon the mutual agreement of the parties. Any such extension, modification and/or termination shall not become effective until set forth in writing and executed by both parties.
32. Village of Rutland agrees to remove and transport Village of Rutland prisoners from Gallia County within five (5) days of the termination date.
33. The law of the State of Ohio shall apply to the construction and interpretation of this Agreement and any dispute between the parties shall be determined in the Gallia County, Ohio Common Pleas Court.

IN WITNESS WHEREOF, the parties hereto have set their hands on the following dates with signatures.

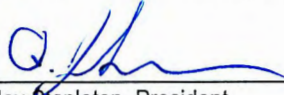
This agreement shall be effective the 1st day of January, 2025.

***The full contract is on file in the Commissioner's Office**

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ADJOURN

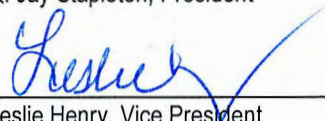
At 4:00 p.m. the President entertained a motion for adjournment. David K. Smith moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, absent; Mr. Smith, yea.



Q. Jay Stapleton, President



Amanda Phillips, Clerk to the Board



Leslie Henry, Vice President



David K. Smith, Commissioner