

**December 12, 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, present.

The President entertained a motion for approval of the December 5, 2024 minutes. Leslie Henry moved and David K. Smith seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; 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
12/8	10	1	0	0	8	0	0	0	0	32	0	0	0	7

**LAW LIBRARY – CONTRACT**

Libby Fitzwater, Law Library submitted a workforce pro computer legal research program 3 year contract with Thomson Reuters Co. for approval. Ms. Fitzwater managed to get this rate reduced from \$3,770.00 to \$1,971.00 per month. President Stapleton entertained a motion to approve the contract as submitted. Leslie Henry moved and David K. Smith seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea.

**CHAMBER OF COMMERCE – MEMBERSHIP RENEWAL**

County Administrator Brian Rutherford presented the Commissioners with the 2025 Chamber of Commerce Membership renewal for approval. President Stapleton entertained a motion to renew the membership for the standard level fee of \$200.00. David K. Smith moved and Leslie Henry seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea.

**HOLZER WELLNESS CENTER – CORPORATE MEMBERSHIP PROGRAM**

Brian Rutherford, County Administrator presented a renewal for corporate membership program agreement from the Holzer Therapy and Wellness Center to the Commissioners. President Stapleton entertained a motion to approve the agreement. Leslie Henry moved and David K. Smith seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea.

**CEBCO RATE RENEWAL CEBCO – REVISED 2025 RATE RENEWAL ACCEPTANCE**

Brendan Murray, Vice President of MarshMcLennan Agency submitted the previously accepted 2025 Rate Renewal in detail for acceptance. President Stapleton entertained a motion to accept the 2025 rate renewal, at no extra cost to the employee. Leslie Henry moved and Q. Jay Stapleton seconded the motion. Roll calls: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, abstain.

2025 Medical Renewal Rates	Medical	Rx PPO	Total Medical
EE Only	\$1003.26	\$157.00	\$1,160.26
Family	\$2,644.66	\$413.86	\$3,058.52

2025 Dental Renewal Rates	Dental Plan
EE Only	\$20.16
Family	\$57.48

**INSURANCE AUTHORIZATION**

President Stapleton entertained a motion to allow him to sign documents for United Healthcare and VSP that recognize Marsh McLennan Agency, 309 Webster Street in Dayton Ohio as sole and exclusive Agent and/or Broker of record on behalf of the County. Leslie Henry moved and Q. Jay Stapleton seconded the motion. Roll calls: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, abstain.

**RW BAIRD – MUNICIPAL ADVISORY SERVICES AGREEMENT**

County Administrator Brian Rutherford presented the Commissioners with a Municipal Advisory Service Agreement from RW Baird Incorporated. This agreement engages Baird to serve as municipal advisor to Gallia County with respect to the proposed Partial Defeasance of the Outstanding County Jail Improvement Bonds, Series 2020A in the approximate

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

DECEMBER 12, 2024

par amount of \$3,000,000.00. David K. Smith moved to allow President Stapleton to sign the agreement on behalf of the County, Leslie Henry seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea.

**RESOLUTION – VINTON COUNTY – INCOME QUALIFICATION FOR SEWER CONNECTIONS**

Grants Administrator Karen Sprague presented the Commission with a proposal from Vinton County Development Department to provide income qualification for RPIG sewer connections for the Green Sewer Phase 2 project.

Per the agreement provided the term of the contract is from 12/13/2024 thru 10/31/2025 and the scope of services is as follows:

1. Project Name: Income Qualifications for Green Sewer 2 Tap Connections
2. Scope of Services: Vinton will complete a CDBG required income qualification for applicants for Green Sewer 2 RPIG grant on-lot connection assistance.
3. Gallia will be responsible for:
  - Gallia County will distribute connection letters to all property owners.
  - DLZ project engineers will provide Gallia County with requirements for connection.
  - Gallia County will provide the CDBG assistance application packet provided by Vinton County to potential LMI property owners.
  - Gallia County will collect the completed application & income documents required by Vinton County.
  - Gallia County will forward the completed application & income documents to Vinton County for income qualification.
  - Gallia County Sewer Operations staff will be present for inspection testing before allowing the sewer connection.
  - Gallia County will process payment from the CDBG RPIG grant to sewer installers for the connection cost of the properties that are LMI income qualified.
4. Compensation: Gallia will be billed by Vinton for services listed above under Scope of Services:
  - One Hundred Dollars (\$100.00) for a maximum of 2 hours per unit (property address).
  - If any property income verifications take more than 2 hours per unit (property address), Vinton will bill Gallia by the hour at an additional \$25 per hour.
  - Vinton will invoice based upon completion of the following two deliverables:
    - Deliverable #1- Completion of Income Verification by property address
    - Deliverable #2- Return of CDBG Income Verification documentation to Gallia along with an Invoice for Payment to Vinton
5. Gallia is responsible for payment regardless of whether the project funding is awarded by ODOD. Invoices will be submitted as work is completed and will be due within 30 days.

Ms. Sprague recommended approval of the agreement with Vinton County for income qualification services for the Green Sewer 2 RPIG grant. Ms. Sprague noted Gallia County has utilized Vinton County income qualification in the past (for CHIP housing projects) and advised the contract fees will be paid from the tap connection funds in the CDBG RPIG grant. David K. Smith moved to approve the agreement as recommended and Leslie Henry seconded the motion. Roll call votes: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea.

**CHANGE ORDER #1 – JFS WORKFORCE CENTER BUILDING B HVAC ONLY PROJECT**

Grants Administrator Karen Sprague presented the Commission with Change Order No. 1 paperwork for the JFS Workforce Center Building B HVAC Only Project with Limbach Company LLC. The change order is being requested as follows:

- Change order requests time extension due to Trane equipment delivery delayed to a time frame of 12/31/2024 to 1/15/2025. Based on a delivery date of 1/15/2025, Limbach will need a time extension to 2/14/2025 in order complete installation based on this new equipment delivery date from Trane.

Ms. Sprague advised receipt of an email from Donovan Lent, Special Projects Manager with Limbach dated 12/5/2024 noting the equipment delay from Trane and that Limbach would need an additional 3 weeks after equipment delivery for installation. Therefore, Ms. Sprague recommends a 45 day time extension from 12/31/2024 to 2/14/2025 for project completion. Ms. Sprague noted Limbach, JFS & RVC have all signed change order form #1. Mr. Stapleton entertained a motion to approve the change order form as requested. David K. Smith made and Leslie Henry seconded that motion. Upon roll call votes were as follows: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea. Form was signed by Q. Jay Stapleton, as President of the Commission.

**FAA AIP GRANT 2024 DRAW #3 APPROVAL**  
**GALLIA-MEIGS REGIONAL AIRPORT PROJECT**

Commission received from Delta Airport Consultants the FAA AIP grant 2024 draw #3 forms requesting \$2,929.43 fthe County's FAA grant for the 90% share of the following invoices:

DECEMBER 12, 2024

- Delta Airport Consultants Inv # 23046 CA-3 - \$1,216.50
- Hoon Inc. CPR #2 23046 - \$1,808.27
- Gallia County Admin - \$230.15
- Total = \$3,254.92
- 90% FAA AIP grant = \$2,929.43
- 5% ARC S-P-21-1AY-1 Grant = \$162.76
- 5% 2025 ODOT Grant = \$162.73
- Total Local Match = \$325.49

Mr. Stapleton entertained a motion to approve and sign the grant draw #3 forms for payment of engineering, construction & administration invoices as presented. Leslie Henry moved and David K. Smith seconded this motion. Upon roll call votes were as follows: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea.

**FAA BIL GRANT 2024 DRAW #3 APPROVAL  
GALLIA-MEIGS REGIONAL AIRPORT PROJECT**

Commission received from Delta Airport Consultants the FAA BIL grant 2024 draw #3 forms requesting \$69,212.58 from the County's FAA grant for the 65/95% share of the following invoices:

- Delta Airport Consultants Inv # 23047 CA-3 - \$49,658.56
- Delta Airport Consultants Inv # 23048 CA-3 - \$10,598.00
- Hoon CPR 2 23047 - \$40,888.50
- Hoon CPR 2 23048 - \$9,940.09
- Gallia County Admin - \$1,000.00
- Total = \$112,085.15
- 65/95% FAA grant = \$69,212.58
- Co. ED Funds Match = \$15,395.55
- Co. Gen Funds Match = \$8,515.20
- S-P-21-1AY-1 ARC Grant Match = \$15,834.67
- ARPA Grant Fund #384 Match = \$3,127.15
- Total Local Match = \$42,872.57

Mr. Stapleton entertained a motion to approve and sign the grant draw #3 forms for payment of engineering & administration invoices as presented.

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

**ECONOMIC DEVELOPMENT**

Cole Massie met with the Commissioners to provide updates on the following:

- Contract renewal for economic development – two year contract expires in February. Good partnership thus far, especially with the close tie to workforce development at Rio Grande.
- Ongoing Marketing/Advertising efforts online surrounding Gallipolis in Lights and tie-in with advertising the tax abatement program.
- For 2025, plan to bring tax abatement program marketing to materials to all business retention & expansion visits.
- Reported on getting the Port Authority establishment process begun with help from Bricker Graydon.
- Provided update on Ohio River Commission – there is currently a bill under consideration to establish this commission, which could help assist economic development and recreation among Ohio River communities.

No action taken.

**ECONOMIC DEVELOPMENT- EXECUTIVE SESSION**

At 10:19 a.m. the president entertained a motion to enter into executive session with Economic Development Director Cole Massie concerning Economic Development. Leslie Henry moved and David K. Smith seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea. Returned to regular session at 10:39 a.m.; No action taken.

**COMMISSIONERS – EXECUTIVE SESSION**

At 10:42 a.m. the president entertained a motion to enter into executive session with County Administrator Brian Rutherford concerning the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee. Leslie Henry moved and David K. Smith seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea. Returned to regular session at 10:59 a.m.; No action taken.

**DINSMORE & SHOHL – DEFEASANCE OF COUNTY JAIL IMPROVEMENT BONDS**

The Board of County Commissioners of the County of Gallia, Ohio, met in session at 9 o'clock a.m., on December 12, 2024 at the office of said board of county commissioners, 18 Locust Street, Gallipolis, Ohio, with the following

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

DECEMBER 12, 2024

members present: Q. Jay Stapleton, Leslie Henry, David K. Smith. David K. Smith moved the adoption of the following resolution:

COUNTY OF GALLIA, OHIO

RESOLUTION AUTHORIZING THE REFUNDING AND/OR DEFEASANCE OF ALL OR A PORTION OF THE COUNTY'S OUTSTANDING COUNTY JAIL IMPROVEMENT BONDS, SERIES 2020A, 2020B, OR 2021; AUTHORIZING THE ESTABLISHMENT OF AN ESCROW FUND OR ESCROW FUNDS WITH AN ESCROW AGENT TO EFFECTUATE SUCH DEFEASANCE; AND AUTHORIZING THE UNDERTAKING OF MATTERS RELATED THERETO.

WHEREAS, the County of Gallia, Ohio (the "County") has previously issued its \$7,800,000 County Jail Improvement Bonds, Series 2020A Bonds", its \$5,000,000 County Jail Improvement Bonds, Series 2020B, dated December 29, 2020 (the "Series 2020B Bonds"), and its \$7,155,000 County Jail Improvement Bonds, Series 2021, dated December 29, 2020 (the "Series 2021 Bonds" and together with the Series 2020A Bonds and the Series 2020 B Bonds, the "Prior Bonds"); and

WHEREAS, the Series 2020A Bonds and Series 2021 Bond were each issued for the purpose of financing a portion of the cost of constructing a new County jail and acquiring sites therefore (the "Project") and the Series 2020B Bonds were issued for the purpose of refunding notes originally issued to finance a portion of the Project; and

WHEREAS, the County received a grant (the "Grant") to be used for purposes of the Project after the issuance of each of the Prior Bonds and the County has expended all of such Grant proceeds towards the costs of the Project; and

WHEREAS, the County has completed the Project, and as of the date hereof, there remains unexpended proceeds from the Prior Bonds (the "Prior Bond Proceeds"); and

WHEREAS, this Board of County Commissioners (the "Board") of the County desires to utilize all or a portion of such Prior Bond Proceeds and/or other existing unencumbered funds (collectively, the "Available Funds") in order to defease all or a portion of the outstanding Prior Bonds, as well as to pay reasonable fees and costs associated with such defeasance; and

WHEREAS, this Board desires to allow for the establishment of a defeasance escrow or escrows in order to apply the Available Funds towards the redemption and/or defeasance of all or a portion of the outstanding Prior Bonds;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gallia County, Ohio:

SECTION 1. That the Board hereby determines to defease all or a portion of the County's outstanding Prior Bonds with the Available Funds. The Available Funds shall be allocated to the defeasance of the Prior Bonds and costs associated therewith from any legally available funds or accounts, including but not limited to the Prior Bond Proceeds, and in amounts to be determined by the County Auditor or County Administrator without any further action of this Board so long as such aggregate amount of Available Funds used for such purpose does not exceed \$4,000,000.

In order to effectuate such transaction, the Board is hereby authorized to establish one or more escrows for the purpose of applying the Available Funds towards the redemption and/or defeasance of all or a portion of the Prior Bonds attributable to the Prior Project, and this Board hereby authorizes the County Auditor, County Administrator, and/or any one or more members of this Board (each an "Authorized Officer" and collectively, the "Authorized Officers") to take the necessary steps to proceed with the establishment of an escrow for the aforesaid purpose, including (not by way of limitation) the engagement of an escrow trustee and/or a verification agent in order to provide for the proper sizing and structuring of such an escrow or escrows so that the resulting escrow securities, if any, are invested and mature in a manner that coincide with the payments on the portion of the Prior Bonds to be redeemed and/or defeased.

SECTION 2. That the Prior Bonds are hereby irrevocably called for redemption in accordance with their terms on the optional redemption date determined by one or more Authorized Officers without further action of this Board. The Available Funds, in an amount sufficient to accomplish such defeasances, are hereby made available from proceeds of, or investment earnings on, the Prior Bonds or such Available Funds are otherwise hereby appropriated for such purpose.

Each Authorized Officer, or any other officer, employee or agent of the County designated by an Authorized Officer, are each, individually or in any combination, authorized to execute any agreements and certificates deemed necessary by bond counsel to effectuate the redemption and/or defeasance of all or a portion of the Prior Bonds, and to take such other reasonable actions as may be necessary or appropriate in order to effectively and efficiently redeem and/or defease such Prior Bonds.

SECTION 3. That any partner, associate, member, or employee of Dinsmore & Shohl LLP, the County's financial advisor or municipal advisor, the escrow trustee, the purchaser or underwriter of bonds of the County, the verification agent, or other qualified entity, as directed by any Authorized Officer, is hereby authorized to act as agent for the County in connection with the subscription and purchase of state and local government securities from the Bureau of Public Debt on behalf of the County in order to effectuate the redemption and/or defeasance of all or a portion of the Prior Bonds. In addition, in the event that it is economically advantageous to purchase open-market securities in order to effectuate the redemption and/or defeasance of all or a portion of the Prior Bonds, any Authorized Officer is hereby authorized to contract with an entity qualified to purchase open-market securities for such purpose.

DECEMBER 12, 2024

SECTION 4. That the law firm of Dinsmore & Shohl LLP ("Bond Counsel") be and is hereby retained as bond counsel to the County to prepare the necessary authorization and related closing documents for purposes of the redemption and/or defeasance of such Prior Bonds and, if appropriate, rendering any legal opinion or opinions in connection therewith in accordance with a written agreement with the County which at least two members of the Board, the County Auditor, or the County Administrator are each hereby separately authorized to execute and deliver on behalf of the County, as may be approved by such officers. The approval of such agreement by such officers, and that the same are not substantially adverse to the County, shall be conclusively evidenced by the execution of such agreement by such officers. Such law firm shall be compensated by the County for the above services in accordance with such written agreement.

Robert W. Baird & Co. Incorporated (the "Municipal Advisor") shall be and is hereby retained as municipal advisor to the County to render its services as such in accordance with the written agreement, which any one or more Authorized Officers are hereby authorized, alone or with others, to execute and deliver on behalf of the County, in such form and substance as may be approved by the person(s) executing the same.

Any actions with respect to the retention of Bond Counsel and/or the Financial Advisor with respect to the redemption and/or defeasance of the Prior Bonds heretofore taken by the County or any one or more Authorized Officers on behalf of the County are hereby ratified and confirmed.

SECTION 5. That it is found and determined that all formal actions of the Board concerning and relating to the adoption of this resolution were adopted in an open meeting of the Board; and that all deliberations of the Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code.

SECTION 6. That this resolution shall take effect immediately upon its adoption.

Leslie Henry seconded the resolution, and the roll being called upon the question of its adoption, the vote resulted as follows: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea.

ADOPTED: this 12th day of December, 2024.

Amanda Phillips  
Clerk  
Board of County Commissioners  
County of Gallia, Ohio

Prepared by Dinsmore & Shohl LLP

#### RESOLUTION FOR SALARY INCREASES FOR 2024

Mr. President entertained the following resolution:

To give county employees, under the employment of Gallia County as of 1/1/2024, except employees who are under a collective bargaining agreement or having a certified exclusive representative under ORC 4117.1, a \$0.50 per hour raise effective the first pay in January, 2025.

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

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

The appropriations for this will be included in the 2025 annual appropriation resolution for the County General Fund.

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

\*Commissioner Henry discussed that her position on the proposal of the 50 cent raise for employees was as follows: She believes that County employees are absolutely deserving of a raise and systematically wages need to be competitive and reviewed; however, the county is and has been in deficit spending. A conservative raise of 25 cents is more in line with what she could support at this time and demonstrate financial responsibility. Budgeting and fiscal responsibility looks not just at the present, but long term. She stated that the commission has previously discussed the need for decisions to be made to closer balance the budget and those decisions to date have not been acted on. Making additional decisions that further obligate the county only create additional hoops to jump through on our path to a greater solution. She stated We have not yet realized any savings from the 655,000 increase to insurance this year as well as sewer and EMS has also caused a significant financial strain on the county. She feels We need systemic changes to pay our employees what they deserve and she doesn't believe this is best done minutes before county Christmas party causing it to be an emotional decision, rather than a decision that is studied and influenced by numbers and appropriate planning.

\*Commissioner Smith stated he recognizes employee dedication. He feels the 0.50 is basically a cost of living increase and as far as the time it is being given, it historically has been that way and the end of the year is the appropriate time to

DECEMBER 12, 2024

do so due to the end of the year planning of the budget.

I, Amanda Phillips, Clerk to the Board, do hereby certify that the above is a true and accurate copy of the resolution passed this 12<sup>th</sup> day of December, 2024.

Q. Jay Stapleton, President

Brian Rutherford, County Administrator

Leslie Henry, Vice-Pres.

David K. Smith, Commission Member

**2025 AGREEMENT FOR DEFENSE OF INDIGENT SERVICES**

County Administrator Brian Rutherford presented to the Commissioners a proposal submitted by the Gallia County Defense Attorneys Corporation (GCDAC) in the amount of \$486,000.00 as recommended by the Gallia County Public Defender Commission. Mr. Rutherford noted the final proposal submitted by the GCDAC received on 12/10/24 was in the amount of \$486,000.00. Mr. Rutherford met with representatives of the Gallia County Public Defender Commission on 12/11/24 and the Commission approved the final proposal by the GCDAC in the amount of \$420,000.00. The President entertained a motion that the Commission approve and consent to the terms of the 2025 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, 2025 through December 31 2025, noting the amount of \$486,000.00 is included in the FY 2025 Annual Appropriation Resolution. Leslie Henry made and Q. Jay Stapleton seconded the motion. Mr. Stapleton discussed that he did not agree with the amount of money proposed for this agreement. Roll calls: Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, absent.

\*Discussion from Ms. Henry was that we would be moving forward with continuing to partner with the Defense of the Indigent, however the Commission will be researching methods of alternate representation.

**AGREEMENT**

This Agreement is made and entered into in Gallia County, Ohio, effective as of the 1<sup>st</sup> day of January, 2025, 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, 2025 through December 31, 2025; and

**WHEREAS**, the Gallia County Commissioners have budgeted and appropriated the sum of \$ 486,000.00, for 2025 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, 2025 to December 31, 2025.
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.

DECEMBER 12, 2024

- 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 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

DECEMBER 12, 2024

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 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 \$486,000.00 dollars (\$ \$486,000.00 ), to be paid in equal monthly installments of \$ \$40,500.00 on or before the second Friday of the month during FY 2025. 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, 2025 through December 31, 2025. 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.

DECEMBER 12, 2024

- (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
- (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.

**\*The full contract is on file in the Commissioners Office**

EMS – 3<sup>RD</sup> TRUCK

The Commissioners were in receipt of the following letter from Keith Wilson, EMS Director:

5/2/2024

To: Gallia County Commissioners

Re: Ems Third Truck

All,

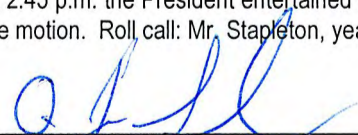
The Gallia EMS Third Truck was implemented by the County Commissioners in 2020/2021 in response to the COVID-19 Pandemic. This truck was supplemented by ARPA funding at the time and continued being funded through the fiscal year 2023. Beginning the fiscal year 2024 ARPA funding was suspended. The Commission elected to continue coverage with the Third Truck and upon recommendation from the Director Keith Wilson, a plan was implemented to supplement the operation of the Third Truck to provide our Hospital Partners, Transportation services from the ER back to Nursing Homes and Local Residences. This helped to reduce Hospital wait times in the ER and opened up beds for other patients in need. By the end of the third Quarter, 2024 it was determined that supplemental funding being received from the transports was not going to be enough to cover the operating cost of the Third Truck. This additional cost has exceeded our annual budget appropriations. We finished the Fiscal Year 2024 with additional funding to our budget from the County General Fund. It is not cost effective for the County to continue to operate the Third Truck without outside additional funding. With the implementation of our First Responder Program in July 2024 and our partnership with D-2 FD and D-12 FD for additional County Squad coverage, I can recommend we Implement our original Protocol of having 2 trucks, staffed 24-7 for 7 days a week on duty. This was the standard operating protocol and staffing prior to the Covid -19 Pandemic. This will help out with our Annual Appropriations and help save funds that can to be used elsewhere in the County General Fund. I will support the County Commission's decision as to the future of the Third Truck for Gallia County EMS and will continue to serve the Citizens of Gallia County.

Keith Wilson  
Director  
Gallia County EMS

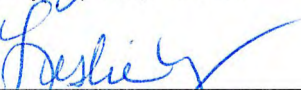
Leslie Henry moved to approve the above letter, under the recommendation of Mr. Wilson to suspend the use of the 3<sup>rd</sup> EMS truck effective January 1, 2025. Q. Jay Stapleton seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, absent.

ADJOURN

At 2:45 p.m. the President entertained a motion for adjournment. Leslie Henry moved 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

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