

FEBRUARY 16, 2017

The Gallia County Board of Commissioners met on this date for the purpose of approving the minutes of the previous meeting and current transfers, appropriations and bills. At 9:00 a.m. the meeting was called to order by President Harold G. Montgomery. Roll Call: President Harold G. Montgomery, present; Vice President David K. Smith, present; Commissioner Brent Saunders, present.

The President entertained a motion for approval of the February 9, 2017 minutes. Brent Saunders made and David K. Smith seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
Econ Dec	Melissa Clark	2/28	Chillicothe, Ohio	APEG Sites Mtg.
EMA	Sherry Daines, Keith Wilson & Tim Miller	2/21	Logan, Ohio	Emergency Management Agency SECTOR Mtg.
Commissioners	Harold G. Montgomery & Brent Saunders	2/20	Meigs Co., Ohio	Town Hall Mtg.

The President entertained a motion to approve travel requests as submitted. Brent Saunders made and David K. Smith seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

2017 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	5	1	1	0	11	0	0	0	13	7	0	0	0	0

FINANCIAL REPORT REVIEW

County Administrator Karen Sprague presented the Commission with:

- February 2017 Sales Tax Report

APPOINTMENT - GALLIA COUNTY PUBLIC DEFENDER COMMISSION

County Administrator Karen Sprague advised the Commission the 4 year term of Lynn Angell-Queen and Glenn Miller on the Gallia County Public Defender Commission expired 1/10/17. Lynn Angell-Queen has agreed to serve another 4 year term and Ms. Sprague recommended she be reappointed. Glenn Miller declined another term. Andrew Gilmore has agreed to accept appointment to the Gallia County Public Defender Commission in place of Glenn Miller. President Montgomery entertained a motion to reappoint Lynn Angell-Queen to another 4 year term on the Gallia County Public Defender Commission to be held from 1/11/2017 thru 1/10/2021 and to appoint Andrew Gilmore to his first 4 year term on the Gallia County Public Defender Commission to be held from 1/11/2017 thru 1/10/2021. Brent Saunders made and David K. Smith seconded the motion. Roll call votes: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

Ms. Sprague also noted that Common Pleas Margaret Evans appoints two of the members on the Gallia County Public Defender Commission. Judge Evans recently reappointed Gallia County Attorney Jeff L. Finley to another 4 year term to be held from 1/11/2017 thru 1/10/2021.

The current Gallia County Public Defender Commission consists of the following members:

Appointed by County Commissioners:

- Lynn Angell-Queen, to serve a 4 year term on the Commission (Term 1/11/2017 thru 1/10/2021)
- Gallia County Attorney William Eachus, to serve a 4 year term on the Commission (Term 1/11/2015 thru 1/10/2019)
- Andrew Gilmore, to serve a 4 year term on the Commission (Term 1/11/2017 thru 1/10/2021)

Appointed by Gallia County Common Pleas Judge:

- Attorney Jeffrey L. Finley, to serve a 4 year term on the Commission (Term 1/11/20017 thru 1/10/2021)
- Attorney Mark E. Sheets, to serve a 4 year term (Term 1/11/2015 thru 1/10/2019)

AIRPORT – SERVICE AGREEMENT SELF SERVICE TERMINALS

County Administrator Karen Sprague presented the Commission with a service agreement from QT Technologies for the Self Service Gas Terminals at the Airport for 2017. For 2016, the County had the Gold Level service agreement plan in the amount of \$995 annually. Ms. Sprague recommended the Gold Level service agreement plan in the amount of \$995 again for 2017. Harold Montgomery entertained a motion to approve the 2017 service agreement at Gold Level as presented. David Smith made and Brent Saunders seconded that motion. Upon roll call votes were as follows: Harold Montgomery, yea; David Smith, yea; Brent Saunders, yea.

SOUTHEAST OHIO REGIONAL PREVENTION COUNCIL APPOINTMENT

Lora Jenkins of Family & Children First Council has submitted her letter of resignation. The President entertained a motion to accept her letter of resignation and appoint Lisa Carroll for the new Prevention Specialist. Brent Saunders made and David K. Smith seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, absent; Mr. Saunders, yea.

CONSULTING SERVICES AGREEMENT

Auditor Larry Betz was in attendance to recommend the following consulting services agreement.

CONSULTING SERVICES AGREEMENT

This agreement made this 16th day of February, 2017, by and Between the County of Gallia, State of Ohio, hereinafter referred to as "County", and Local Government Services, LLC, 101 East Sandusky Street, Suite 320, Findlay, Ohio 45840, hereinafter referred to as "LGS":

WHEREAS, LGS, focusing on service to local governments, wishes to provide certain technical and specialized consulting services related to the execution and management of various aspects of county government; including the operation and function of the office of county auditor, commissioners, and treasurer; and,

WHEREAS, County desires to utilize such services provided by LGS; and,

WHEREAS, this Consulting Service Agreement is in compliance with Section 9.36 of the Revised Code; and,

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, it is agreed as follows:

1. SCOPE OF SERVICES. Under this agreement, the County is entitled to consulting services by written, telephonic, or email communication for ordinary operational problems. County is also entitled to two days, or parts thereof, of on-site consultation service. LGS, upon request of County, will provide additional days of on-site consultation at the rate of \$500/day or part thereof, plus ordinary and customary expenses.
2. DURATION OF AGREEMENT. The term of this agreement shall be from February 1, 2017 through January 31, 2019.
3. COMPENSATION. In consideration of the services of LGS as provided, County shall pay a fee annually of \$4,900.00 (Four-thousand Nine-hundred dollars), due in two installments on March 1, 2017 and March 1, 2018
4. INDEPENDENT CONTRACTOR. LGS, its principals and staff, shall be deemed independent contractors of County and not "public employees" for the purposes of OPERS membership.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year as written above.

Witness:

s/ Anette L. Brown, Clerk

s/ Harold G. Montgomery, President

Authorized County Representative Gallia County

Witness:

s/ Kami Wertz

s/ Richard F. Hoffman, President

LGS Services, LLC

The President entertained a motion to approve the agreement as submitted and recommended. David K. Smith made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

ENGINEER – GRADALL

Gallia County Engineer Brett Boothe met with the commissioners to request authorization to purchase a XL4100 IV 6x4 Gradall from the Ohio Cooperative Purchasing contract through Southeastern Equipment at the cost of approximately \$364,286 using M&R Funds. Brent Saunders made and David K. Smith seconded motion to approve the engineer request to purchase through Ohio Cooperative Purchasing. Roll call: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, yea

County Engineer received quotes for financing the Gradall over seven (7) years from five (5) financial organizations. Mr. Boothe recommends US Bank with interest rate of 2.89% on seven (7) year term with \$0 documentation fee as the best quote. President entertained a motion to approve upon the recommendation of the engineer finance through US Bank. David K. Smith made and Brent Saunders seconded motion. Roll call: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, yea

COUNTY ENGINEER CONSULTANT AGREEMENT # 2017-001

County Engineer Brett Boothe presented an agreement with Prime AE Group, Inc. hereinafter referred to as the Consultant. The Consultant agrees to perform all engineering and adjunct services as may be authorized by the County in the subsequent written authorization or authorizations to proceed for SHV load ratings of the bridge or bridges specified in the Scope of Services and funded through the County Engineers Association of Ohio in Gallia County, Ohio, Identified as VAR-Countywide SHV Load Ratings. President entertained a motion to approve the agreement with Prime AE Group, Inc. upon the recommendation of the county engineer. David K. Smith made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

EXECUTIVE SESSION – PROSECUTOR – LEGAL

At 9:50 a.m. the President entertained a motion to enter into executive session with Prosecutor Jason D. Holdren, Regina Brown and County Administrator Karen Sprague to discuss a legal issue. David K. Smith made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea. Returned to regular session at 10:01 a.m.; no action taken.

2017 OVRDC 1st CAUCUS MEETING

Commissioners and County Administrator Karen Sprague left the office at 10:02 am to attend the 1st Round Caucus meeting with OVRDC for FY 2017 in the second floor meeting room. Returned to meeting at 11:00 am.

MEIGS COUNTY PARTNERSHIP – CHIP GRANT

At 11:05 am. Gallia County Commissioners and County Administrator Karen Sprague traveled to Meigs County to meet with the Meigs County Commissioners to discuss partnering together for a 2017 CHIP Grant. Ms. Sprague noted the two (2) counties partner last year for the 2016 CHIP Grant.

GALLIA COUNTY LOCAL SCHOOL DISTRICT- SHERIFF

The President entertained the motion to approve the following agreement with Gallia County Local School District presented by Sheriff Matthew D. Champlin. David K. Smith made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

CONSULTANT AGREEMENT

This Agreement is entered into on the 16th day of February, 2017 by and between the Gallia County Local School District Board of Education ("Board") and Gallia County Sheriff's Office (Consultant"), an independent contractor, for the provision of services by the Consultant to the Board

I. SERVICES TO BE PROVIDED BY THE CONSULTANT

The Consultant shall provide the following services:

The Service of two (2) full time School Resource Deputies for eight (8) hour per day each for the 2016-2017 school year. The Student Resource Deputies will be assigned by the Gallia County Local School Board.

The Consultant shall exercise independent professional judgment at all time and shall determine the manner by which the described services are to be rendered. Services shall be provided in accordance with all applicable laws, rules and regulations, including policies and regulations of the Board. The Consultant shall maintain strict confidentiality with respect to all services rendered. Notwithstanding the Consultant's status as an independent contractor, the Board has the right to monitor the Consultant's performance in order to ensure a high level of quality in the services provided and in the relationship between the Consultant and the recipient(s) of services or others with whom the Consultant interacts in performing this Agreement.

II. FEES

The Board shall pay the Consultant \$21.40 per hour for Deputy A and \$22.76 per hour for Deputy B for the 2016-2017 school year. Deputy A has a flat rate for insurance incentive of \$166.67 per month until such time as he signs up for the county insurance. These rates are subject to change to allow for wage increases and step raised per their FOP contract. The Consultant shall provide documentation of services as required by the Board, and payment shall be made within thirty (30) days of receipt of documentation. These rates are subject to change due to modifications of the union contract. The Board shall pay \$100 per month per cruiser to the Gallia County Sheriff's Office.

III. FREQUENCY OF SERVICES [Select Option]

_____ The Consultant shall provide the described services on an as-needed basis upon request of the Board's superintendent, who shall have the sole discretion to determine the quantity of services, if any, to be provided by the Consultant under this Agreement; use of the Consultant shall not create any expectation regarding further use, and the Board shall have no continuing obligation to utilize the services of the Consultant during the term of this Agreement or thereafter.

OR

X The Consultant shall provide the following quantity of services during the term of this Agreement, two (2) full time School Resource Deputies for eight (8) hours per day each.

IV. TERM

This Agreement shall be in effect from the assignment from August 2016 through May 2017 unless earlier terminated by the Board. The Board or consultant may terminate this Agreement at any time by giving notice to the other party at the address contained herein if the Board or consultant determines, in its sole discretion exercised in good faith, that the other party has violated any applicable law, rule, regulation, or policy; failed to perform any duty or warranty under this Agreement; or made a misrepresentation which materially affects the level or quality of services; or if the Board is otherwise dissatisfied with the Consultant's performance.

V. RELATIONSHIP OF THE PARTIES

The consultant is an independent contractor and may not hold himself/herself out to individuals receiving services or to others as the employee or agent of the Board. The Consultant is not required to perform services exclusively for the Board and may perform the same or similar services for others. The Consultant is responsible for all expenses incurred in rendering services under this Agreement, and the Consultant agrees to hold the Board harmless from any such expenses. At his or her sole cost, the Consultant shall maintain all licenses/certifications required by law, shall secure professional liability insurance and any other insurance required by law, and shall pay all taxes and/or fees required by law. The Consultant shall indemnify and hold the Board harmless from and against any claim asserted by, or any liability to, any person on account of injury, death, or damage to property arising out of the Consultant's acts or omissions in the performance of the Agreement. Any services provided by the Consultant pursuant to this Agreement are in the nature of personal services and may not be subcontracted or assigned without the prior written consent of the Board.

The Gallia County Sheriff's Office will be the exclusive provider of this service during this agreement.

VI. MISCELLANEOUS PROVISIONS

This Agreement creates no third party beneficiaries.

This document sets forth the entire agreement of the parties and supersedes all prior agreements or contracts, whether oral or written between the parties.

CONSULTANT
Gallia County Sheriff's Office
18 Locust Street
Gallipolis, OH 45631

BOARD OF EDUCATION
Gallia County Local School District
4836 SR 325
Patriot, OH 45658

s/ Matthew D. Champlin, Sheriff Date:1/25/2017

s/ Jude Myers, Superintendent Date:1/11/2017

s/ Jason D. Holdren, Prosecuting Attorney Date:1/31/2017

s/ Julia Stone Date:1/11/2017

Gallia County Commissioner Date: 2/16/2017

s/ Harold G. Montgomery, President

s/ David K. Smith, Vice President

s/ Brent Saunders, Commissioner

CASTO & HARRIS, INC. — RE-ORDER NO. 14260-15

INFORMATION TECHNOLOGY

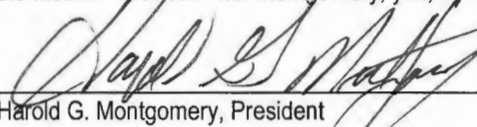
Common Pleas Judge Margret Evans and Sheriff Matthew D. Champlin met with the Board of Commissioners to discuss I.T. issues. Commissioner Smith suggested Judge Evans, Sheriff Champlin and a representative of the Prosecutor's office meet with I.T. Director John Grubb, then come back to the Board with their proposal. No action taken.

EXECUTIVE SESSION - SHERIFF - CONTRACT

At 1:50 p.m. the President entertained a motion to enter into executive session with Sheriff Matthew D. Champlin and Heather Casto to discuss a contract. David K. Smith made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea. At 2:02 p.m. Sheriff Matthew D. Champlin and Heather Casto exited the session. Returned to regular session at 2:05 p.m.; no action taken.

ADJOURN

At 4:00 p.m. the President entertained a motion for adjournment. Brent Saunders made and David K. Smith seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.



Harold G. Montgomery, President



Anette L. Brown, Clerk

Absent

David K. Smith, Vice President



Brent Saunders, Commissioner