

OCTOBER 12, 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, absent; Commissioner Brent Saunders, present.

The President entertained a motion for approval of the October 5, 2017 minutes. Brent Saunders made and Harold G. Montgomery seconded the motion Roll call: Mr. Montgomery, yea; Mr. Smith, absent for vote; Mr. Saunders, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
DJFS	Kathy Campbell, Pam Swain & Carita Montgomery	10/22 - 10/24	Columbus, Ohio	CFIS Conference
911/EMA	Sherry Daines	10/11 – 10/12	Columbus, Ohio	Ohio EMA Fall Conference
911/EMA	Sherry Daines & Tim Miller	10/18	Jackson County, Ohio	Media Training
Commissioners	Brent Saunders	10/18	Piketon, Ohio	Annual AAA7 Mtg.

The President entertained a motion to approve travel requests as submitted. Brent Saunders made and Harold G. Montgomery seconded the motion Roll call: Mr. Montgomery, yea; Mr. Smith, absent for vote; 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
10/8	14	2	0	0	11	0	0	0	13	16	0	0	0	0

SHERIFF – PRISONER HOUSING CONTRACT WITH VAN WERT COUNTY

The President entertained a motion to approve the following contract. Brent Saunders made and Harold G. Montgomery seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, absent for vote; Mr. Saunders, yea.

CONTRACT FOR PRISONER HOUSING

This Agreement entered into by and between the **Board of County Commissioners, Van Wert County, Ohio**, (hereinafter referred to as "Van Wert County") and **Gallia County, Ohio**, by and through its **Board of County Commissioners** (hereinafter referred to as "Contractee") effective the 12TH day of October, 2017;

WITNESSETH:

Whereas, Contractee is duly authorized to exercise, perform, render, or contract for jail services; and
Whereas, Contractee is, or from time to time may be, without adequate and sufficient facilities for incarceration and care of its prisoners; and
Whereas, Van Wert County and Contractee desire that Van Wert County provide jail services to Contractee and have Contractee's prisoners incarcerated and cared for in the Van Wert County Jail for such periods as may be directed by the Courts and/or Contractee; and
Whereas, the parties are duly authorized to enter into this agreement;
Now therefore, for the consideration hereinafter named, the parties hereto agree as follows:

- Parameters of Contract**
 This contract shall apply to all prisoners sentenced or pre-sentenced under the provisions of an ordinance of a municipality, a village, or a resolution of a political subdivision of the State of Ohio, or a law of the State of Ohio.
- Services Provided by Van Wert County**
 Van Wert County will receive and care for, at the Van Wert County Jail, all prisoners committed by Contractee for such length of time as said prisoners respectively may be committed by the sentencing court of competent jurisdiction, subject to the provisions of this agreement. Acceptance of prisoners by Van Wert County is also subject to available space. No particular number of prisoners are deemed to be acceptable. The care, control, custody and supervision of prisoners accepted by Van Wert County shall be exercised in conformity with the minimum standards for full service jails in Ohio as adopted by the rules and regulations of the Ohio Department of Rehabilitation and Corrections and the rules and regulations and policies of operation of the Van Wert County Jail as adopted by the Sheriff of Van Wert County, Ohio. Upon delivery to the Van Wert County Jail by Contractee of its prisoners, along with proper commitment papers, Van Wert County shall accept and receive said prisoners for incarceration therein, provided however, that this agreement imposes no obligation upon Van Wert County to accept any or all such prisoners tendered by Contractee for incarceration in the Van Wert County Jail, when, at the discretion of the Sheriff of Van Wert County, or others (see Section 7 of this agreement for detail) for whatever reason, chooses not to do so. It shall be the obligation of Contractee to telephone or otherwise contact the Sheriff of Van Wert County, Ohio, before delivery of Contractee's prisoners to ascertain that the same will be accepted for incarceration within the Van Wert County Jail. Contractee will also notify Van Wert County of an estimated time of arrival.
- INDEMNITY**
 Contractee agrees that the liability and responsibility for the detention of Contractee's prisoners without commitment from a court shall be with the Contractee. The Contractee hereby agrees to indemnify and hold harmless the Sheriff of Van Wert County, Ohio, any of his employees and Van Wert County, Ohio, from any liability arising out of illegal detention of a Contractee's prisoner in the Van Wert County, Ohio, Jail.
- COSTS, EXPENSES AND TRANSPORTATION TO AND FROM JAIL**
 Persons imprisoned by Contractee or arrested and brought to the Van Wert County Jail for incarceration shall be escorted and transported by Contractee at Contractee's expense to the Van Wert County Jail.

In no event shall Van Wert County transport Contractee's prisoners outside Van Wert County Jurisdiction. When the destination of Contractee's prisoner transportation is outside Van Wert County, Contractee shall arrange, at Contractee's sole expense, transportation of said prisoner to and from the Van Wert County Jail.

5. **COST OF HOUSING**

Contractee shall pay to Van Wert County, for each person so confined in the Van Wert County Jail, the sum of \$45.00 per prisoner day during such confinement. "Prisoner day" is any one calendar day, or any part thereof, separately computed for each of Contractee's prisoners, during which said prisoner is actually subject to the care, control, custody, and supervision of the Sheriff of Van Wert County, Ohio, or any of his agents or employees.

Contractee shall reimburse Van Wert County for any and all damage to the Van Wert County Jail, its fixtures, appliances, equipment or other property owned by Van Wert County, whether intentionally or negligently caused by Contractee or Contractee's prisoners.

Contractee has no obligation to reimburse Van Wert County for ordinary wear and tear to Van Wert County's real and personal property.

Van Wert County Sheriff shall prepare and submit to Contractee, at least once a month, a statement specifying all obligations for payment required of Contractee hereunder. Contractee shall pay unto Van Wert County the amount specified in such statements.

6. **MEDICAL, DENTAL, HOSPITAL, DEATH COSTS OF PRISONERS**

Contractee shall pay all sums expended for or incurred in the name of Van Wert County for any and all medical, dental or hospital treatments (inpatient or outpatient) necessary for the care of Contractee's prisoner/prisoners while such prisoner or prisoners are in the custody and control of Van Wert County including, but not limited to, examinations, treatments, prescription medication, x-rays, laboratory work, physical therapy, testing and referrals to outside physicians, Mental Health Professionals or specialists.

In the event hospitalization is deemed necessary, Van Wert County shall notify Contractee when the fact is known or as soon thereafter as possible. If the prisoner(s) requires hospitalization under guard, they will be booked out of jail into the custody of Contractee, Contractee shall provide their own security. In the event the Contractee cannot provide security, the Contractee shall pay all costs associated with my Office providing security for the Contractee's inmate.

In case of the death of a prisoner, Van Wert County shall not be liable for any costs or expenses related to said death. Contractee shall pay for all expenses and costs relating, but not limited to, transportation of the corpse, autopsy, and burial expenses.

7. **HABEAS CORPUS COSTS**

All reasonable and necessary expenses incurred by Van Wert County in any habeas corpus proceedings for any of Contractee's prisoners shall be paid by Contractee unless otherwise paid by or at the instance of said prisoner. The Prosecuting Attorney of Contractee or such counsel Contractee may obtain shall provide legal counsel in such proceedings.

8. **RIGHT OF VAN WERT COUNTY TO REFUSE PRISONER**

Van Wert County reserves the right to reject any and all persons who, because of medical or mental health problems shows it is unsafe to incarcerate such persons. The Van Wert County Sheriff shall not commit prisoners suffering from any communicable, contagious, infectious or venereal disease. Should any prisoner committed by Contractee develop or contract any such disease while detained at the Van Wert County Jail, or having received any prisoner so affected, without knowledge thereof upon discovery of such condition in any prisoner thereafter, Van Wert County may refuse to keep such prisoners. Upon such refusal to keep said prisoner by Van Wert County, shall immediately notify Contractee or Contractee's Sheriff's Office and advised of same. Upon notification provided herein, Contractee shall, at its own expense, promptly remove or cause to be removed such prisoners from the Van Wert County Jail.

Van Wert County shall not receive or allow to remain any pregnant female prisoners in the Van Wert County Jail.

Van Wert County further reserves the right to reject or return any and all prisoners committed to the Van Wert County Jail, when, in the sole discretion of Van Wert County, the Van Wert County Sheriff, or his employees, agents, or assigns determine that the conditions of said Van Wert County Jail and its prisoners are subject to hazards about safety and therefore injurious to the well-being of any and/or all inmates confined.

9. **TERM OF AGREEMENT**

This agreement shall begin upon the date recited first herein and continue in force until ended by either party upon ninety (90) days written notice of its intent to end to the other party. Any termination of this agreement shall not affect the agreement of the parties as to prisoners incarcerated at the time notice of termination is presented to the other party.

10. **AGREEMENT BY CONTRACTEE TO ACCEPT RULES, REGULATION AND LAW**

Contractee agrees to abide by any and all rules, regulations, laws and standards of conduct that now are or any time in the future may be in force at the Van Wert County Jail as prescribed by the Van Wert County Sheriff, Van Wert County Judges, the State of Ohio, or any other political subdivision having authority or empowered to make such rules, regulations, laws or Standards. All the above are open for inspection at the Van Wert County Jail.

11. **ENTIRE AGREEMENT**

This agreement represents the entire agreement between the parties and supersedes any and all prior verbal and written agreements concerning housing of prisoners between the parties.

12. **NO ASSIGNMENT**

This agreement cannot be assigned by either party without the express written consent of both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their official seals this 12th day of October, 2017.

_____ *s/ Harold G. Montgomery, President*
s/ Brent Saunders, Commissioner

Board of County Commissioners Board of County Commissioners
Van Wert County, Ohio Gallia County, Ohio

_____ *s/ Matthew D. Champlin, Sheriff*
Sheriff of Van Wert County, Ohio Sheriff of Gallia County, Ohio

Approved:

s/ Randy Dupree

Eva J. Yarger (0042061)
Prosecuting Attorney of
Van Wert County, Ohio

Assistant Prosecuting Attorney of
Gallia County, Ohio

MOU – SHERIFF & GALLIA COUNTY CHILDRENS SERVICES

The President entertained a motion to approve the MOU with the Gallia County Sheriff and Gallia County Children’s Services. Brent Saunders made and Harold G. Montgomery the motion to approve and sign the following Memorandum of Understanding. Roll call: Mr. Montgomery, yea; Mr. Smith, absent for vote; Mr. Saunders, yea.

MEMORANDUM OF UNDERSTANDING (MOU)

This memorandum of understanding (MOU), between The Board of County Commissioners, Gallia County, Ohio, on behalf of The Gallia County Sheriff’s Office (hereinafter "GCSO"), and the Gallia County Children Services Board (hereinafter "CSB"), establishes the cooperative procedures to effectuate the provision of a commissioned law enforcement officer assigned to the CSB by the GCSO as a vendor agreement.

1. T E R M

This MOU shall serve as such agreement and the term shall commence October 16, 2016 and shall expire twelve (12) months from that date unless otherwise terminated or extended by formal agreement.

2. SCOPE OF SERVICE

GCSO will provide a commissioned law enforcement officer to the CSB for twenty-nine (29) hours per week. Duties will include the following: filing and handling reports of criminality related to child protective services cases, shepherding criminal complaints through the prosecutorial process, and accompanying CSB workers into the field as necessary (especially when there may be concerns of safety for the worker(s)), and other mutually agreed-upon law enforcement related duties.

3. GCSO'S RESPONSIBILITIES

GCSO agrees:

- 1) To employ the necessary officer for the purpose of carrying out the functions described herein. Such officer will primarily work out of the offices of Gallia County Children Services located at 83 Shawnee Lane, Gallipolis, OH 45631.
- 2) The officer will file GCSO reports in accordance with the policies and procedures of the GCSO related to allege or potential criminal acts associated with the abuse and/or neglect of children as defined in Ohio Revised Code. This may include incident reports and criminal complaints resulting in misdemeanor and felony charges.
- 3) The officer will manage, guide and track any criminal complaint through the prosecutorial process. This includes the officer following all requirements of the Gallia County Prosecutor’s Office and/or the Gallipolis City Solicitor’s Office for case prosecution.
- 4) The officer will testify before any convened grand jury as required and will offer testimony as needed for depositions and appearances in the Gallia County Common Pleas Court, the Gallia County Juvenile Court, and the Gallipolis Municipal Court.
- 5) The officer will work cooperatively with the Ohio Bureau of Criminal Investigation as needed. The officer will also collaborate with and assist any other law enforcement agency in Ohio and other states as needed related to child protection activities that have a Gallia County connection.
- 6) The officer will accompany CSB workers out into the field when there is suspicion of criminality related to the abuse and/or neglect of children or when a worker or supervisor believes there may be potential for worker safety concerns related to a family intake and assessment.
- 7) The officer will complete any child protective services training that the CSB feels is needed and helpful in the performance of their assigned duties. These training hours can be a part of the contracted employment hours agreed upon herein.
- 8) The officer will attend weekly CSB staff meetings as needed. The officer will be prepared to provide updates on any pending criminal cases. CSB Staff meetings typically occur every Wednesday at 8:30AM.
- 9) To provide an unmarked law enforcement vehicle for use by the officer in the performance of their duties described herein.
- 10) The officer will complete all paperwork required for the performance of their duties, including any paperwork or data entry that is necessary for meeting Ohio Revised Code and Ohio Administrative Code requirements related to child protection activities by the CSB. This may also include a log of activities performed by the officer related to CSB child protection activities and activities associated with criminal prosecution.
- 11) To immediately report any problems the officer may have with the CSB or a specific staff member directly to the CSB Executive Director.
- 12) To meet with CSB Executive Director on a regular basis to discuss issues or problems and to ensure efficient coordination with CSB.
- 13) To properly maintain all records utilized in the performance of the duties described herein.
- 14) The officer will respect and adhere to county, state and federal confidentiality regulations and security measures.

4. CSB'S RESPONSIBILITIES

CSB agrees:

- 1) To provide supplies reasonably necessary to support the officer and their activities as it relates to this MOU. This will include office space, a landline telephone, and use of a computer with internet access.
- 2) To have the CSB Executive Director to serve as the representative who will be responsible for communication between the two agencies as anticipated under this MOU.
- 3) To ensure that CSB staff who have any contact with the GCSO and its officer respect and adhere to county, state and federal confidentiality regulations and security measures. A breach of security may result in the immediate termination of this MOU.
- 4) To reimburse GCSO the portion of the costs of the GCSO officer for the allocated hours spent performing the duties on behalf of the CSB as described herein. The amount of this reimbursement is not to exceed \$25,000.00 in a one(1) year period commencing the effective date of this MOU.

5. BILLING AND PAYMENT

Billing and Payment –CSB will reimburse GCSO monthly based on invoices submitted by GCSO which will be based on biweekly payroll information. An invoice will be sent to CSB for the services provided by GCSO. The invoice will be sent to: Children Services Board

ATTN: Executive Director
83 Shawnee Lane
Gallipolis, Ohio 45631

6. AVAILABILITY AND RETENTION OF RECORDS

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

- A. GCSO agrees that all records, documents, writing or other information, including but not limited to, financial records and documentation of compliance with Ohio Revised Code and Ohio Administrative Code rules, produced by CSB under this MOU, and all records, documents, writings or other information, including but not limited to financial records used by GCSO in the performance of this MOU are treated according to the following terms:
1. All records relating to this MOU, will be retained and made available by both parties for inspection and audit by both parties, or other relevant governmental entities including, but not limited to the Gallia County Prosecuting Attorney, Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio or any duly appointed law enforcement officials and the United States Department of Health and Human Services as per Gallia County's Records Retention Schedule. If an audit, litigation or other action is initiated during the time period of the MOU, both parties shall retain such records until the action is concluded and all issues resolved, whichever is later.
- B. Both parties agree that it will not use any information, systems or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of the other party. Both parties further agree to maintain the confidentiality of all clients and families served. No information on clients served will be released for research or other publication without the express written consent of the Director from both parties.
- C. GCSO agrees to keep all financial records in a manner consistent with requirements of Ohio Department of Job and Family Services, Gallia County Job and Family Services (the CSB's Fiscal Agent) and Gallia County Auditor.

7. GOVERNING LAW

This MOU and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio.

8. **INTEGRATION AND MODIFICATION** This instrument embodies the entire agreement of the parties with respect to the subject matter hereof. There are no promises, terms, conditions or obligations other than those contained herein; and this MOU shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this MOU with respect to the subject matter hereof. This MOU shall not be modified in any manner except by an instrument, in writing, executed by the parties to this MOU. CSB acknowledges and agrees that only the GCSO Sheriff may initiate MOU changes with the approval of the County Commissioners. In no event will an oral contract with GCSO be recognized as a legal and binding change to the MOU.

9. SEVERABILITY

If any term or provision of this MOU or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this MOU or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this MOU shall be valid and enforced to the fullest extent permitted by law.

10. TERMINATION

This MOU may be terminated by either party, upon notice, in writing, delivered upon the other party 90 days prior to the effective date of termination. CSB, upon receipt of notice of termination from GCSO, agrees that it will reimburse GCSO for the applicable portion of all salaries up to the date of termination. CSB shall not be relieved of liability to the GCSO for damages sustained by GCSO by virtue of any breach of the MOU by CSB.

II. NON-DISCRIMINATION

Both parties certify they are an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including but not limited to Title VI, and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act, as amended, and the Ohio Civil Rights Law.

Neither party will discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Both parties agree to post in conspicuous places, available to employees and applicants for employment, notices stating both parties comply with all applicable federal and state non-discrimination laws. Both parties agree not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this MOU, or in reference to any contractors or subcontractors of either party.

12. SOLICITATION OF EMPLOYEES

CSB and GCSO warrant that, for one (1) calendar year from the beginning date of this MOU, CSB and GCSO will not solicit any employees from the other party to work for them. The normal solicitation activities of the parties through advertisements in published media, job postings, job fairs, college recruitment activities, and the like, which may expose one party's employees to the other, shall not violate this provision.

13. RELATIONSHIP

Nothing in this MOU is intended to, or shall be deemed to constitute, a partnership, association or joint venture with CSB in the conduct of the provisions of this MOU. CSB shall at all times have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on GCSO or the County.

14. DISCLOSURE

CSB hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that CSB has with a county employee, employee's business, or any business relationship or financial interest that a county employee has with CSB.

15. WAIVER

Any waiver by either party of any provision or condition of this MOU shall not be construed or deemed to be a waiver of any other provision or condition of this MOU, nor a waiver of a subsequent breach of the same provision or condition.

16. NO ADDITIONAL WAIVER

If GCSO or CSB fails to perform any obligations under this MOU and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder. Waivers shall not be effective unless in writing.

17. CONFIDENTIALITY

CSB agrees to comply with all federal and state laws applicable to GCSO and/or consumers of GCSO concerning the confidentiality of GCSO consumers. CSB understands that any access to the identities of any GCSO consumers shall only be as necessary for the purpose of performing its responsibilities under this MOU. CSB agrees that the use or disclosure of information concerning GCSO consumers for any purpose not directly related to the administration of this MOU is prohibited.

GCSO agrees to comply with all federal and state laws applicable to CSB and/or patients of CSB concerning the confidentiality of CSB customers. GCSO understands that any access to the identities of any CSB customers shall only be as necessary for the purpose of performing its responsibilities under this MOU. GCSO agrees that the use or disclosure of information concerning CSB customers for any purpose not directly related to the administration of this MOU is prohibited.

18. FORCE MAJEURE

If by reason of Force Majeure, the parties are unable in whole or in part to act in accordance with this MOU, the parties shall not be deemed in default during the continuance of such inability. The term "Force Majeure" as used herein shall mean without limitation: acts of God; strikes or lockout; acts of public enemies; insurrections; riots; epidemics; lightning; earthquakes; fire; storms; flood; washouts; droughts; arrests;

restraint of government and people; civil disturbances; and explosions. Each party shall, however, remedy with all reasonable dispatch any such cause to the extent within its reasonable control that prevents such party from carrying out its obligations contained herein.

19. LEGAL ACTION

Any legal action brought pursuant to the MOU will be filed in the courts located in Gallia County, Ohio and Ohio law will apply.

20. PUBLIC RECORDS

This MOU is a matter of public record under the laws of the State of Ohio. Both parties agree to make copies of this MOU promptly available to any requesting party.

21. DRUG-FREE WORKPLACE

Both parties certify and affirm that they will comply with all applicable state and federal laws regarding a drug-free workplace.

~~22. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS~~

23. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH

Although information about and generated under this MOU may fall within the public domain, CSB will not release information about or related to this MOU to the general public or media verbally, in writing, or by any electronic means without prior approval from the GCSO Sheriff, unless CSB is required to release requested information by law. GCSO reserves the right to announce to the general public and media: award of the MOU, MOU terms and conditions, scope of work under the MOU, deliverables and results obtained under the MOU, impact of MOU activities, and assessment of performance under the MOU. Except where GCSO approval has been granted in advance, CSB will not seek to publicize and will not respond to unsolicited media queries requesting announcement of MOU award, MOU terms and conditions, MOU scope of work, government-furnished documents GCSO may provide to CSB to fulfill the MOU scope of work, deliverables required under the MOU, results obtained under the MOU, and impact of MOU activities. If contacted by the media about this MOU, CSB agrees to notify the GCSO Sheriff in lieu of responding immediately to media queries. Nothing in this section is meant to restrict CSB from using MOU information and results to market to specific clients or prospects.

24. AMENDMENTS

This writing constitutes the entire agreement between CSB and GCSO with respect to all matters herein. This MOU may be amended only in writing and signed by CSB and GCSO.

25. CHILD SUPPORT

CSB agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring GCSO or the employees of CSB meets child support obligations established under state or federal law. Further, by executing this MOU CSB certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in Chapters 3119, 3121, 3123, and 3125 of the Ohio Revised Code.

26. DEBT CHECK PROVISION

Ohio Revised Code Section 9.24 prohibits public agencies from awarding a MOU for goods, services, or construction, paid for in whole or in part from state funds, to a person or entity against whom a finding for recovery has been issued by the Ohio Auditor of State, if the finding for recovery is unresolved. By entering into this MOU, CSB warrants that a finding for recovery has not been issued to CSB by the Ohio Auditor of State. CSB further warrants that CSB shall notify GCSO within one (1) business day should a finding for recovery occur during the MOU term.

27. MOU CONTACTS

A. GCSO Contacts

GCSO should contact the following GCSO staff with questions:

Name	Phone 446-4612	Title	Responsibility
Matt Champlin	Ext. 266	Sheriff	ALL

B. CSB Contacts

GCSO should contact the following CBS staff with any questions:

Name	Phone 446-4963	Title	Responsibility
Russ V. Moore	Ext. 203	Director	ALL

GCSO and CSB reserves the right to change/redirect contacts as needed. Both agencies agree to notify the other immediately of any such change to maintain appropriate operations.

The terms of this MOU are hereby agreed to by both parties, as shown by the signatures of representatives of each.

SIGNATURES

Board of County Commissioners,
Gallia County, Ohio

Children Services Board Gallia County, Ohio
Gallia County, Ohio

Approved By Board on October 12, 2017
(Refer to Board record for official vote/approval)

Approved by Board on 10-10-17
(Refer to Board record for official vote/approval)

Authorized Signature:

Authorized Signature:

s/ Harold G. Montgomery, President
Date: October 12, 2017

s/ Philip Skidmore, President
Date: 10-10-17

Approved as to form:

By: *s/ Randy Dupree*, Assistant Prosecuting Attorney, Gallia County, Ohio

SHERIFF - STEP OT 2018 GRANT APPROPRIATION APPROVAL

The Gallia County Sheriff's Office presented the Commission with the Ohio Department of Public Safety award letter. The President entertained a motion to approve and accept the grant agreements, and to request the County Auditor's Office to create a new department for this grant titled "STEP OT 2017", give that department number 0353, and to appropriate the \$17,682.30 grant into line items as follows:

Expense line items needed are as follows:

Appropriate	\$ 12,321.00	into	353.0353.510200	title	Salaries
Appropriate	\$ 2,846.15	into	353.0353.536400	title	PERS
Appropriate	\$ 220.45	into	353.0353.536500	title	Worker's Compensation
Appropriate	\$ 178.65	into	353.0353.536600		Medicare
Appropriate	\$ 2,116.05	into	353.0353.531100	title	Other Expense

Also, create one revenue lines for grant fund pay-ins as follows:

Create 353.3000.400100 \$17,682.30 title Grant
 Brent Saunders moved and Harold G. Montgomery seconded this motion. Upon roll call votes were as follows: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, absent for vote

GALLIA COUNTY CHILDREN SERVICES BOARD RE-APPOINTMENT – CASEY

Commissioners received the following correspondence:

October 10, 2017

Harold G. Montgomery, David K. Smith and Brent Saunders
 Gallia County Board of Commissioners
 Gallia County Courthouse
 18 Locust Street
 Gallipolis, Ohio 45631

Honorable Commissioners,

The Gallia County Children Services Board wishes to inform you that the term of service on our Board for Carolyn Casey expires at the end of this year. Consequently, the Children Services Board would like to recommend to the Commissioners that Mrs. Casey be reappointed to the Board for the four-year term that begins January 1, 2018. Her service to the children and families of community via our agency has been remarkable and we would like to enthusiastically advocate for her continued involvement with the Board. If you have any questions or would like to discuss this recommendation, we would be more than happy to do so at your convenience.

Respectfully submitted on behalf of the Gallia County Children Services Board,

s/ Russ V. Moore,
 Executive Director

The President entertained a motion to approve the re-appointment of Carolyn Casey. Brent Saunders made and Harold G. Montgomery seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, absent for vote; Mr. Saunders, yea.

MEADOWLOOK WWTP OEPA NOV RESPONSE

County Administrator Karen Sprague presented the Commission with notification from OEPA regarding Notice of Violation for Meadowlook WWTP along with a response letter to OEPA as drafted by County Sewer Operator Tom Dillon. Harold Montgomery entertained a motion to approve and sign the response letter as presented. Brent Saunders moved and Harold G. Montgomery seconded the motion. Roll call votes: Mr. Montgomery, yea; Mr. Smith, absent for vote; Mr. Saunders, yea.

10/12/2017

Ohio EPA, Division of Surface Water, Southeast District Office
 Attn: Kerry Neil, Env. Spec. 2, Compliance and Enforcement
 2195 Front Street
 Logan, Ohio 43138-8637

RE: Meadowlook Subdivision WWTP; Notice of Violation (NOV); NPDES; Gallia County; OPG00011
 Subject: Response to NOV dated 10/5/2017

Dear Ms. Neil,

In regard to the OEPA Notice of Violation for Meadowlook Subdivision WWTP dated 10/5/2017, Gallia County had an infiltration issue separate from the usual storm water infiltration noted when it rains. This new infiltration source had undetermined the existing Meadowlook collection system and was entering the sewer system for approximately 6 months. During this time the sewer plant and sand filters could not handle the extra flow coming in. It was recently determined by our County Sewer Department there was a water leak from a 4 inch water main which was making its way into the Meadowlook collection lines. It finally got bad enough that it showed up on the surface during the month of September and was promptly fixed by the Gallipolis City maintenance crew.

Since Gallipolis City's repair of the water line leak, the flow to Meadowlook WWTP decreased dramatically to where the sand filters can handle the flow. We still have the storm water infiltration that has plagued this plant for years. We are in the process of having all residents in the Meadowlook Subdivision connected to the new Green Sewer Phase 1 System which is in operation at this time. Connect notices were sent out to Meadowlook property owners dated August 4th.

Until all Meadowlook customers are connected to the new Green Sewer Phase 1 System, Gallia County Sewer Operator Tom Dillon will report all storm overflows to the OEPA in accordance with our SSO RESPONSE PLAN.

Respectfully submitted,
 Gallia County Commissioners
 s/ Harold G. Montgomery, President
 s/ David K. Smith, Vice-President
 s/ Brent Saunders, Commissioner

ENVIRONMENTAL REVIEW RECORD - B-F-17-1AY-1
SENIOR CENTER REHABILITATION PROJECT

County Administrator Karen Sprague presented the Commission with the paperwork for approval of the Environmental Review Record for the following Certification of Determination of Subsequent Exemption for a Categorical Exclusion project under the B-F-17-1AY-1 grant: #4 – 1: GC Senior Center Rehabilitation Project/Senior Center; noting the project will replace gutters & downspouts on the senior center. Harold Montgomery entertained a motion to approve the form as presented. Brent Saunders made and Harold G. Montgomery seconded that motion. Upon roll call votes were as follows: Harold Montgomery, yea; David K. Smith, absent for vote; Brent Saunders, yea. The Certification form was signed by Harold Montgomery, as President of the Commission, and is on file in the County's CDBG files.

DJFS - EMPLOYEE RETIREMENT - MEADOWS

Director Dana Glassburn submitted a letter of retirement for Erie R. Meadows, effective 11/1/2017. Brent Saunders made and Harold G. Montgomery seconded the motion to accept the resignation. Roll call: Mr. Montgomery, yea; Mr. Smith, absent for vote; Mr. Saunders, yea.

PUBLIC HEARING - 2017 TAX BUDGET

The time being 10:30 AM as advertised, the Commission held the public hearing for the 2018 Alternative Tax Budget. Karen Sprague, Co. Administrator, prepared information on the 2018 Alternative Tax Budget as follows:

- 2018 Alternative Tax Budget was submitted to County Auditor's Office on 9/19/2017
- Published advertisement on 9/1/2017 that 2018 Alternative Tax Budget open for inspection in the Auditor's Office on 9/29/2017
- Published advertisement on 9/1/2017 regarding 2018 Alternative Tax Budget Public Hearing on 10/12/2017 @ 10:30 am
- Reviewed the County General Fund Actual and Estimated receipts and expenditures for years 2016, 2017 and 2018
 - 2016 actual YTD:
 - Carryover cash balance from 2015 = \$1,397,241.36
 - revenues = \$9,350,579.64
 - expenditures = \$9,277,831.48
 - Yearend cash balance = \$1,469,989.52
 - 2017 estimated YTD:
 - Actual carryover cash balance from 2016 = \$1,469,989.52
 - Estimated revenues = \$8,552,181.58
 - Estimated expenditures = \$9,220,403.18
 - Estimated yearend cash balance = \$801,767.92
 - 2018 estimated YTD:
 - Estimated carryover cash balance from 2017 = \$801,767.92
 - Estimated revenues = \$8,491,198.07
 - Requested 2018 departmental budgets for expenditures = \$10,663,840.35
 - Estimated yearend cash balance = (\$1,370,874.36)
- Commission must review entire alternative tax budget and make any changes they feel are necessary
- Commission must adopt alternative tax budget on or before 10/15/2017
- Commission must submit the adopted 2018 Alternative Tax Budget to the Auditor's Office on or before 10/15/2017

Commission noted they would review the FY 2018 Alternative Tax Budget and then make cuts to the County General Fund departmental requests so that the FY 2018 appropriations were based on estimated receipts, not including the carryover. It was further noted it has been the policy of the Commission to not use carryover dollars for fixed costs. Carryover dollars are only to be used for one-time costs such as emergencies, one-time purchases or infrastructure upgrades. Commission stated they would be adjusting the budget requests so that FY 2018 appropriations will be based on FY 2018 anticipated revenue only, which means a reduction of the departmental requests by approximately \$2.06 million.

All other funds included in the FY 2018 Alternative Tax Budget were reviewed by the Commission and it was noted that a few of them will need to be reduced before FY 2018 appropriations are approved in order to remain within anticipated revenue and carryover.

Harold Montgomery entertained a motion to approve the FY 2018 Alternative Tax Budget as submitted. Brent Saunders moved and Harold G. Montgomery seconded the motion. Roll call votes: Mr. Montgomery, yea; Mr. Smith, absent for vote; Mr. Saunders, yea.

EXECUTIVE SESSION – PERSONNEL

At 10:44 a.m. the President entertained a motion to enter into executive session with Larry M. Betz to discuss personnel. Brent Saunders made and Harold G. Montgomery seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, absent for vote; Mr. Saunders, yea. Returned to regular session at 10:52 a.m.; no action taken.

EXECUTIVE SESSION – HEALTH INSURANCE RENEWAL

At 10:57 a.m. the President entertained a motion to enter into executive session with County Administrator Karen Sprague, Insurance representatives John and Scott Saunders and Ellie Mast of UHC to discuss claims information. Brent Saunders made and Harold G. Montgomery seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, absent for vote; Mr. Saunders, yea. Returned to regular session at 11:32 a.m.; no action taken.

ENGINEER – GRANT

Gallia County engineer Brett Boothe met with commissioners to request approval for his 2017 Issue 1 round 32 application. Harold G. Montgomery noted they would need to review the application further before making a decision. No action taken. Mr. Boothe requested to be put on the October 19, 2017 agenda to follow up.

911 – PERSONNEL

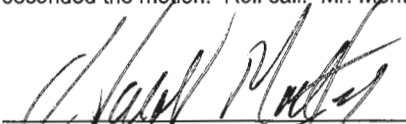
Keith Wilson presented 911/EMA/LEPC Director Sherry Daines request for permission to transfer two part-time employees to full-time status due to recent staffing issues at the 911 Center. Mrs. Daines recommends to promote Tianna Angel and Alyssa Beaver from part time to full time. Brent Saunders made the motion to approve the promotion based on the director recommendation. Harold G. Montgomery seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, absent for vote; Mr. Saunders, yea

NEW HIRE – MAINTENANCE DEPT


County Administrator Karen Sprague advised the Commission that the Commissioners Clerk and she had recently reviewed applications on file for a full-time Custodial Worker for the County Maintenance Dept. One applicant was selected for interview and the interview was conducted on Thursday. Ms. Sprague reported it is her recommendation to hire Truman Johnson as "Custodial Worker", a classified position, at a pay rate of \$10.00 per hour and 80 hours biweekly with full benefits effective 10/23/2017 with a 180 day probationary period, per PPM, noting the probationary period would expire 4/20/2018. Harold Montgomery entertained a motion to approve the action as recommended by the County Administrator. Brent Saunders moved and Harold G. Montgomery seconded a motion. Roll call votes: Mr. Montgomery, yea; Mr. Smith, absent for vote; Mr. Saunders, yea.

ADJOURN

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



Harold G. Montgomery, President

Anette L. Brown, Clerk

David K. Smith, Vice President

Brent Saunders, Commissioner