

**NOVEMBER 2, 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 October 26, 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:
DJFS	Dana Glassburn	10/30	Columbus, Ohio	OJFSDA Training
DJFS	Dana Glassburn	11/1	Circleville, Ohio	VOIP Mtg
Commissioners	Harold G. Montgomery	11/2	Wellston, Ohio	GJMV Solid Waste
Commissioners	David K. Smith	11/16	Columbus, Ohio	Deferred Comp Mtg
DJFS	Dana Glassburn	11/15	Columbus, Ohio	ODJFS OB Meeting
DJFS	Dana Glassburn	11/21	Columbus, Ohio	Fiscal Meeting
DJFS	Dana Glassburn	11/28	Jackson, Ohio	District Meeting

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
10/29	3	2	1	0	0	0	0	0	3	15	0	0	0	1

**GREEN SEWER PHASE 2 – DRAW # 28**

County Administrator Karen Sprague presented the Commission with Draw # 28 for the Green Phase 2 Sewer Project for the following items:

- Stantec Inv. # 1268884 - \$900.51
- Total = \$900.51

Harold Montgomery entertained a motion to approve draw resolution # 28 as submitted. Brent Saunders moved and David K. Smith seconded the motion. Upon roll call votes were as follows: Harold Montgomery, yea; David Smith, yea; Brent Saunders, yea.

**OHIO VALLEY BANK AUTHORIZATION**

Anette L. Brown, Clerk to Board of Commissioners presented the Commissioners a draft letter for their approval and signatures as follows:

To: The Ohio Valley Bank  
 From: Gallia County Commissioners  
 RE: OPERS New Bank Account  
 Date: November 2, 2017

Dear Sirs,  
 As representatives of Gallia County, we give authorization granting Gallia County Auditor, Larry M. Betz to sign on behalf of the Gallia County Auditor to open a new account or accounts with The Ohio Valley Bank. If you would like additional information please contact us at 740-446-4374 or gcboc@gallianet.net.

Respectfully submitted,  
 Gallia County Commissioners

*s/ Harold G. Montgomery, President    s/ David K. Smith, Vice-President    s/ Brent Saunders, Commissioner*

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

**LEAVE DONATION APPLICATION**

911 presented the Commissioners the following leave donation applications for their approval:

Department	Donating Employee	Receiving Employee	Hours Donated	Pay Period
911	Francis A. Waugh	Lisa Turner	56	11/10/17

The President entertained a motion to approve the leave donation applications as requested. Brent Saunders made and David K. Smith seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, absent; Mr. Saunders, yea.

**SHERIFF – AMENMENDED CONSULTANT AGREEMENT**

Sheriff Administer Heather Casto presented the following:

October 19, 2017

Kent Lewis  
 Superintendent  
 Gallia-Jackson-Vinton Joint Vocation School  
 351 Buckeye Hills Rd  
 Thurman, OH 45685

This letter serves as an amendment to the current contract between the Gallia County Sheriff's Office and Gallia-Jackson-Vinton Joint Vocational School District Board of Education for a resource officer for the 2017-2018 school year. The rate for the cruiser will be increased from \$100 per month to \$300 per month. This will be the only amendment with the rest of the contract remaining unchanged.

*s/ Matthew D. Champlin, Sheriff*

*s/ D. Kent Lewis, Superintendent*

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

**AMENMENDED CONSULTANT AGREEMENT**

This agreement is entered into on August 1, 2017, by and between the Gallia-Jackson-Vinton Joint Vocational School District Board of Education ("Board") and the Gallia County Sheriff's Office ("Consultant"), an independent contractor, for the provision of services by the Consultant to the Board.

**1. SERVICES TO BE PROVIDED BY THE CONSULTANT**

The Consultant shall provide the service of a Resource Officer for the 2017-2018 contractual year, chosen by mutual agreement between Buckeye Hills and the Sheriff's Office. This Agreement is for one Resource Officer at Buckeye Hills Career Center for 40 hours per week for a total of 200 days. The Contracted Deputy for the detail will remain available to the school for use as much as possible. The Sheriff can call upon the deputy for emergency use as required. During the 2017-18 school year, the deputy working this contract will be required to be a member of the School Resource Association and attend School Resource Officer Conference Training within the year.

The Consultant shall exercise independent professional judgment at all times 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.

**2. FEES**

The Board shall pay the Consultant \$26.85 per hour through 12/31/17 and \$27.19 from 1/1/18 through the remainder of the school year if the Resource Officer opts for the single plan.

The Board shall pay the Consultant \$32.94 per hour through 12/31/17 and \$33.28 from 1/1/18 through the remainder of the school year if the Resource Officer opts for the family plan.

The Board shall pay Consultant \$300 per month per cruiser.

The Consultant shall provide necessary uniforms and equipment.

The Consultant shall provide documentation of services as required by the Board, and payment shall be made within 30 days of receipt of documentation.

Rates are subject to change if health insurance increases.

**3. FREQUENCY OF SERVICES**

The Consultant shall provide the quality of services during the term of this Agreement: Services described in Item No. 1 above.

**4. TERM**

This Agreement shall be in effect from August 2017 - July 2018 unless earlier terminated by either party.

The Board may terminate this Agreement at any time by giving notice to the Consultant at the address contained herein if the Board determines, in its sole discretion exercised in good faith, that the Consultant 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.

**5. 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/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 omission in the performance of the Agreement. If required by law, the Board shall make contributions to the Public School Employees Retirement System on behalf of the Consultant. 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.

**6. 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  
*s/ Matthew D. Champlin, Sheriff* October 16, 2017

**BOARD OF EDUCATION:**  
**G-J-V Joint Vocational School District**  
*s/ D Kent Lewis, Superintendent* October 24, 2017

As approved to form:  
*s/ Jason D. Holdren, Prosecuting Attorney* November 1, 2017

**Gallia County Commissioners:**  
*s/ Harold G. Montgomery, President* November 2, 2017  
*s/ David K. Smith, Vice President* November 2, 2017  
*s/ Brent Saunders, Commissioner* November 2, 2017

**RESOURCE OFFICER AGREEMENTS**

The President entertained a motion to approve the Sheriff's Resource Officer Agreements with Gallia County Local School District and Gallipolis City School District. David K. Smith made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, absent; Mr. Saunders, yea.

**Gallia County Local School District**

4836 SR 325  
Patriot, OH 45658

Office: 740-379-9085  
Fax: 740-379-9135

**CONSULTANT AGREEMENT**

This Agreement is entered into on the 18<sup>th</sup> day of October, 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 2017-2018 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 \$31.75 per hour for Deputy A and \$32.64 per hour for Deputy B for the 2017-2018 school year. These rates include family insurance plans 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 2017 through May 2018 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.

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

**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

*s/ Matthew D. Champlin, Sheriff* October 16, 2017

**BOARD OF EDUCATION**

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

*s/ Jade Myers, Superintendent* October 18, 2017

As approved to form:

*s/ Jason D. Holdren, Prosecuting Attorney* November 1, 2017

**Gallia County Commissioners:**

*s/ Harold G. Montgomery, President* November 2, 2017

*s/ David K. Smith, Vice President* November 2, 2017

*s/ Brent Saunders, Commissioner* November 2, 2017

**Gallipolis City School District**

61 State Street  
Gallipolis, OH 45631-1131

Office: 740-446-3211  
Fax: 740-446-6433

**CONSULTANT AGREEMENT**

This Agreement is entered into by and between the Gallipolis City 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 8 hour Student Resource Officer for the 2017-2018 school year from August 21, 2017 through September 30, 2017.

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 for days for the 2017-2018 school year with the total amount of fees payable to the Consultant during the term of this Agreement not exceeding \$7,143.12. 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. Once the \$7,143.12 is expended within the 27 days period the contract shall end. Additional funding including but not limited to federal and/or state grants, gifts or local funding can supplement the \$7,143.12 to extend the contract period.

**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.

**IV. TERM**

This Agreement shall be in effect from August 21, 2017 through September 30, 2017. The Board or Gallia County Sheriff may terminate this contract with 30 day's notice given. The Board may terminate this Agreement with 30 days notice only by giving notice to the Consultant at the address contained herein if the Board determines, in its sole discretion exercised in good faith, that the Consultant 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.

**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

BOARD OF EDUCATION

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

*s/ Matthew D. Champlin, Sheriff* October 16, 2017

As approved to form:

*s/ Jason D. Holdren, Prosecuting Attorney* November 1, 2017

**Gallia County Commissioners:**

*s/ Harold G. Montgomery, President* November 2, 2017

*s/ David K. Smith, Vice President* November 2, 2017

*s/ Brent Saunders, Commissioner* November 2, 2017

**EXECUTIVE SESSION – DJFS – PERSONNEL & CONTRACT**

At 10:42 a.m. the President entertained a motion to enter into executive session with JFS Director Dana Glassburn to discuss personnel and a contract. 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 11:00 a.m.; no action taken.

**JFS – CONTRACT AMENDMENT**

JFS Director Dana Glassburn presented the commission with the following contract amendment:

GALLIA COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
PURCHASE OF SERVICES VENDOR CONTRACT  
AMENDMENT NO. 1

This amendment will amend the contract between the Gallia County Department of Job and Family Services (CDJFS), (Grantor) and Gallia Meigs Community Action Agency, (Sub-grantee) and will be effective from the date of approval by the Gallia County Commission for the purchase of service of TANF CFDA 93.558 Temporary Assistance to Needy Families Block Grant, as administered by the U.S. Department of Health and Human Services.

I. Availability of Funds:

The original contract (G-SFY20-0017) reflected the availability of funds in the amount of \$520,000. This amendment shall increase the availability of funds within the contract to reflect a total of up to \$653,016.84.

*s/ Dana Glassburn, JFS Director*  
October 30, 2017  
Authorized County Representative

November 2, 2017

*s/ Randy Dupree, Assist. Prosecuting Attorney*

*s/ Theodore T. Reed III*  
October 31, 2017  
Authorized Provider Representative

October 31, 2017

**Gallia County Commissioners:**

*s/ Harold G. Montgomery, President* November 2, 2017

*s/ David K. Smith, Vice President*

*s/ Brent Saunders, Commissioner*

Brent Saunders made and David K. Smith seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

**JFS 2018 BUDGET REVIEW**

JFS Director Dana Glassburn met with the commission to discuss the 2018 budget request. No action taken.

**GALLIA COUNTY BOARD OF DD – RENEWAL AGREEMENT**

Pamela Combs presented the commissioners with renewal of the Water Agreement between the Gallia County Early Childhood and Family Center and the Ohio Department of Developmental Disabilities for a five-year period from October 1, 2017 through October 1, 2022. The President entertained a motion to approve and sign the agreement upon the recommendation of Ms. Combs. Brent Saunders made and David K. Smith seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

**PROSECUTOR 2018 BUDGET REVIEW**

Prosecutor Jason D. Holdren met with the commission to discuss the 2018 budget request. No action taken.

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

**EXECUTIVE SESSION – PROSECUTOR/JFS – PERSONNEL**

At 11:26 a.m. the President entertained a motion to enter into executive session with JFS Director Dana Glassburn, Prosecutor Jason D. Holdren and Amber Fuller to discuss personnel. 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 11:57 a.m.; no action taken.

**NATIONAL HOME CARE & HOSPICE PALLIATIVE CARE MONTH**

The President entertained a motion to adopt the following proclamation for National Home Care & Hospice Palliative Care Month as follows:

NATIONAL HOME CARE/HOSPICE PALLIATIVE CARE MONTH  
NOVEMBER 2017  
Office of the Gallia County Commissioners  
Gallia County, Ohio

**PROCLAMATION**

WHEREAS, home care, hospice and palliative care empower people to live as fully as possible, surrounded and supported by family and loved ones, despite serious and life-limiting illness;

WHEREAS, home care, hospice and palliative care bring patients and family caregivers the highest quality care delivered by an interdisciplinary team of skilled professionals that includes physicians, nurses, social workers, therapists, counselors, health aides, spiritual care providers and others who make the wishes of each patient and family a priority;

WHEREAS, through pain management and symptom control, caregiver training and assistance, and emotional and spiritual support, allowing patients to live fully up until the final moments, surrounded and supported by the faces of loved ones, friends, and committed caregivers;

WHEREAS, Each year, home care, hospice saves Medicare more than \$2 billion by providing solutions for physicians, care to patients and comfort to families anywhere, at any time.

WHEREAS, every year more than 1.65 million Americans living with life-limiting illness, and their families, received care from the nation's home care, hospice programs in communities throughout the United States;

WHEREAS, more than 450,000 trained volunteers contribute 21 million hours of service to home care, hospice programs annually;

WHEREAS, home care, hospice and palliative care providers encourage all people to learn more about options of care and to share their wishes with family, loved ones, and their healthcare professionals;

NOW, THEREFORE, be it resolved that We, Gallia County Commissioners by virtue of the authority vested in us Gallia County, Ohio, do hereby proclaim November 2, 2017 as **National Home Care, Hospice Palliative Care Month** and encourage citizens to increase their understanding and awareness of care at the end of life and to observe this month with appropriate activities and programs.

IN WITNESS WHEREOF, We have here unto set our hand this 2<sup>nd</sup> Day of November, 2017 and caused this seal to be affixed.

*/ Harold Q. Montgomery, President*  
*/ David K. Smith, Vice President*  
*/ Brent Saunders, Commissioner*

Brent Saunders made and David K. Smith seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea. Attending: Sara Gore of Holzer Home Care; Shelly Ranegar, Katie House and Cindi Saunders of Holzer Hospice; and Dean Wright of the Gallipolis Daily Tribune.

**QUOTE AWARD****CDBG CLAY TOWNSHIP BEAR RUN ROAD PAVING PROJECT**

County Administrator Karen Sprague advised the Commission of receipt of the Release of Funds from ODSA-OCD dated 10/30/2017 and therefore the project can now be awarded. The quotes for the 2017 CDBG Clay Township Bear Run Road Paving Project have been reviewed, the one quote received was within 10% below the engineer's estimate of \$30,539.00. Therefore, Ms. Sprague recommends the project be awarded to The Shelly Company in the amount of \$33,442.30. Ms. Sprague noted the quote was complete containing the bid guaranty and contract bond and all affidavits as required and could be awarded as recommended. Ms. Sprague further noted both the Excluded Parties search on [www.sam.gov](http://www.sam.gov) and the Ohio Auditor of State website Certified Search for Unresolved Findings for Recovery reflect nothing for The Shelly Company and therefore made a recommendation to award. Harold Montgomery entertained a motion to award the contract as recommended.

Brent Saunders made and David K. Smith seconded this motion to award the quote to The Shelly Company in the amount of \$33,442.30 as recommended. Roll call votes: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

**HOLZER AGREEMENT**

The commissioners were presented the following agreement to provide health care services to low income individuals. Brent Saunders made and David K. Smith seconded the motion for the President to sign the agreement. Roll call: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, yea.

AGREEMENT TO PROVIDE  
HEALTH CARE SERVICES TO  
LOW INCOME INDIVIDUALS

NOW COME the parties, Holzer Hospital Foundation d/b/a Holzer, an Ohio not-for-profit corporation and the Gallia County Commissioners, enter into this Agreement on the 2<sup>nd</sup> day of November, 2017 stating as follows:

WHEREAS, It is the mission of Holzer Hospital Foundation d/b/a Holzer to provide excellent health services for our communities, and

WHEREAS, As part of that mission, the Board of Directors of Holzer Health System have made a commitment to provide free and reduce priced services to residents of our community who do not have the ability to pay for urgent and/or emergency services, and

WHEREAS, the County of Gallia, Ohio includes low income individuals who are not entitled to benefits under title XVIII of the Social Security Act or eligible for assistance under the State under that title,

NOW THEREFORE, the parties AGREE as follows:

1. Holzer Hospital Foundation d/b/a Holzer will provide health care services to low income individuals residing in the County of Gallia, Ohio, who are not entitled to benefits under title XVIII of the Social Security Act or eligible for assistance under the State plan under that title in an amount as determined by Holzer Health System Board of Directors or their duly authorized designee(s).
2. The Gallia County Commissioners shall have no obligations under this Agreement.
3. Either party may terminate this Agreement with thirty (30) days written notice to the other party.


Holzer Hospital Foundation d/b/a/ Holzer  
 By: *s/ Michael Canady, MD*, Chief Executive Officer  
 Date: 10/26/2017

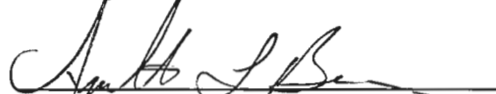
Gallia County Commissioners  
*s/ Harold G. Montgomery*, President  
 Date: 11/2/2017


**\*2:00 pm – Commissioner Montgomery traveled to Wellston, OH for the GJMV Solid Waste District meeting.**

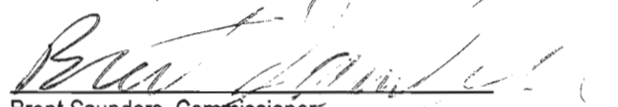
**ADJOURN**

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

  
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 Harold G. Montgomery, President

  
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 Anette L. Brown, Clerk

  
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 David K. Smith, Vice President

  
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 Brent Saunders, Commissioner