

FEBRUARY 15, 2018

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 David K. Smith. Roll Call: President David K. Smith, present; Vice President Brent Saunders, present; Commissioner Harold G. Montgomery, present.

The President entertained a motion for approval of the February 8, 2018 minutes. Brent Saunders made and Harold G. Montgomery seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
DJFS	Beverly Wray & Sherri Shaw	2/20 – 2/22	Columbus, Ohio	SETS Overview & Case Management
911	Sherry Daines & Tim Miller	2/20	Circleville, Ohio	EMA SECTOR Mtg
911	Sherry Daines & Keith Wilson	2/28	Jackson County, Ohio	State of Ohio 911 Education & Training

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

2018 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
2/11	9	3	0	0	18	0	0	0	21	14	0	0	0	0

CDBG GRANTS - SIGNATURE CARD RESOLUTION

County Administrator Karen Sprague presented the Commission with the Signature Card documents to update those allowed to sign for CDBG grants for 2018, which must be submitted to the Ohio Development Services Agency. David Smith entertained a motion that the Signature Card forms be approved and signed as presented. Harold Montgomery made and Brent Saunders seconded that motion. Upon roll call votes were as follows: David Smith, yea; Brent Saunders, yea; Harold Montgomery, yea. The form is on file in the County's CDBG grant files.

2018 MATERIAL AND SERVICES CONTRACT

The County Engineer submitted the 2018 general road work and dust control contract for Harrison Township. The President entertained a motion to approve the submitted contract, Brent Saunders made and Harold G. Montgomery seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea.

The contract is as follows:

THIS CONTRACT AND AGREEMENT, MADE AND CONCLUDED IN GALLIPOLIS, OHIO, THIS 11th DAY OF December, 2017 BY AND BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF GALLIA COUNTY, OHIO, HEREINTO AFTER CALLED THE FIRST PARTY, AND Harrison Township HEREINTO AFTER CALLED THE SECOND PARTY.

WITNESSTH:

WHEREAS, THE SECOND PARTY IS DESIROUS OF HAVING CERTAIN STREETS AND ROADS WITHIN ITS TERRITORY CONSTRUCTED, RELOCATED, REPAIRED, OR IMPROVED, AND ANY OTHER WORK REQUIRED OF THE FIRST PARTY, AS FOLLOWS:

GENERAL ROAD WORK AND DUST CONTROL.

WHEREAS, THE SECOND PARTY DOES NOT HAVE THE NECESSARY EQUIPMENT AND/OR PERSONNEL TO PERFORM THE WORK AFORESAID AND DOES DESIRE TO HAVE SAID WORK PERFORMED BY THE FIRST PARTY, THROUGH THE GALLIA COUNTY ENGINEER BRETT BOOTHE AND HIGHWAY DEPARTMENT OF SAID COUNTY; AND Harrison Township.

WHEREAS, THE ENGINEER'S OFFICE AND THE EMPLOYEES OF SAID GALLIA COUNTY HIGHWAY DEPARTMENT MAY BE AVAILABLE ON SATURDAYS AND OTHER DAYS OF EACH WEEK (PROVIDING IT DOES NOT INTERFERE WITH OVERALL MAINTENANCE OF COUNTY HIGHWAY SYSTEM) TO PERFORM WORK AND LABOR FOR, AND ON BEHALF OF, OTHER POLITICAL SUB-DIVISIONS WITHIN THE COUNTY.

WHEREAS, THE SECOND PARTY AGREES TO THE GALLIA COUNTY ENGINEER'S "PAYMENT OF MATERIAL AND SERVICES POLICY".

NOW THEREFORE, THE FIRST PARTY IS WILLING TO FURNISH THE NECESSARY EQUIPMENT AND LABOR, AND TO PERFORM THE WORK AFORESAID, AS A CHARGE TO THE SECOND PARTY FOR THE USE OF SAID EQUIPMENT, MATERIALS, AND LABOR. ALL LABOR, MATERIALS USED, AND FRINGE BENEFIT RATES WILL BE CHARGED AT THE CURRENT COUNTY RATES. EQUIPMENT WILL BE CHARGED AT THE "GALLIA COUNTY ENGINEER'S 2018 EQUIPMENT RATES".

WHEREAS, THE SECOND PARTY IS DESIROUS OF MATERIAL PURCHASES FROM THE ENGINEER'S OFFICE AND HIGHWAY DEPARTMENT FOR THEIR USE.

WHEREAS, MATERIAL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE BY THE ENGINEER'S OFFICE AND HIGHWAY DEPARTMENT.

WHERE, THE SECOND PARTY AGREES TO THE GALLIA COUNTY ENGINEER "PAYMENT OF MATERIAL AND SERVICES POLICY".

THEREFORE, BE IT RESOLVED, THE FIRST PARTY IF WILLING TO FURNISH MATERIAL WITH LOADING AT COUNTY COST AS A CHARGE TO THE SECOND PARTY.

THE SECOND PARTY AGREES, DOES COVENANT, TO SAVE HARMLESS THE FIRST PARTY FROM ANY AND ALL LOSS AND RESPONSIBILITY FOR ANY DAMAGES AND/OR FOR INJURY TO PERSONS, PROPERTY, OR OTHERWISE, ARISING FROM THE USE OF THIS EQUIPMENT PERFORMANT OF THE WORK AND LABOR UNDER THIS AGREEMENT.

THE FIRST PARTY AGREES THAT THE WORK SHALL BE DONE UNDER THE SUPERVISION OF THE GALLIA COUNTY ENGINEER OR PERSONS DESIGNATED BY HIM.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS TO DUPLICATES HEREOF THE 15TH DAY OF FEBRUARY, 2018 (original contract on file in the engineer's office and copies at the Gallia County Commissioners office)

SIGNED IN THE PRESENCE OF:
(AS TO FIRST PARTY)
of Anette L. Brown, Clerk

THE BOARD OF COUNTY COMMISSIONERS
OF GALLIA COUNTY, OHIO 2/15/18
of David K. Smith, President
of Brent Saunders, Vice President
of Harold G. Montgomery, Commissioner

EXECUTIVE SESSION – PERSONNEL

At 9:32 a.m. the President entertained a motion to enter into executive session with County Administrator Karen Sprague to discuss personnel. Brent Saunders made and Harold G. Montgomery seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea. Returned to regular session at 9:42 a.m.; no action taken.

EXECUTIVE SESSION – CONTRACT

At 9:57 a.m. the President entertained a motion to enter into executive session with Sheriff Matthew D. Champlin and Chief Deputy Troy Johnson to discuss a contract. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea. At 10:11 Assistant Prosecutor Randy Dupree joined the session. At 10:18 Sheriff Champlin, Chief Deputy Johnson and Assistant Prosecutor Dupree exited the session. Returned to regular session at 10:20 a.m.; no action taken.

EXECUTIVE SESSION – DJFS – CONTRACTS

At 10:21 a.m. the President entertained a motion to enter into executive session with JFS Director Dana Glassburn to discuss contracts. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea. Returned to regular session at 10:37 a.m.; no action taken.

DJFS – NORTHWOODS CONSULTING PARTNERS AGREEMENT

Director Dana Glassburn presented the following:

**NORTHWOODS CONSULTING PARTNERS, INC.
AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement for Professional Services (hereinafter referred to as "Agreement") is made and entered into this 15th day of February, 2018, by and between Northwoods Consulting Partners, Inc., an Ohio corporation with its principal offices at 5815 Wall Street, Dublin, Ohio 43017, USA, (hereinafter referred to as "Northwoods"), and Gallia Department of Job and Family Services (hereinafter referred to as "County"). Collectively, Northwoods and County may be referred to as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, the Parties desire to enter into this business relationship according to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound, the parties hereto agree as follows:

1. Services

*Northwoods shall provide County with professional services ("Services") in the form and manner specified in the Work Order ("SOW"), attached hereto as **Exhibit A** and made a part hereof. The SOW shall incorporate the terms and provisions of this Agreement. In the event the SOW provides additional and/or conflicting terms to this Agreement, the terms of this Agreement shall prevail.*

2. Payment

In consideration of all Services, Northwoods will invoice County \$0.02 per page, up to a maximum not-to-exceed amount of \$27,000 upon completion of the document migration project. Payment will be due within thirty (30) days after County receives the invoice.

3. Term & Termination

Either Party may terminate this Agreement or any SOW, in whole or in part, for its convenience upon ten (10) days prior written notice. Northwoods shall be entitled to payment for the Services completed and expenses incurred as of the date of termination or cancellation. So long as County has paid for such Work, County shall be entitled to receive all Work in progress or completed as of the date of termination or cancellation. Either Party may cancel this Agreement immediately, in whole or in part, for default, material breach, insolvency, bankruptcy, inability to pay debts, or similar financial circumstances by the other. If the default or breach is reasonably capable of cure, the non-defaulting Party shall give the other Party written notice and a reasonable opportunity to cure.

4. Warranty

Each Party warrants that: (i) it has the right and power to enter into this Agreement, (ii) an authorized representative has executed this Agreement, and (iii) it will comply with any applicable laws and regulations pertaining to this Agreement and the provision of Services. Northwoods warrants that the Services will be performed in a professional and workmanlike manner in accordance with recognized industry standards substantially similar to those of other nationally-recognized, high-quality commercial providers of technology solutions and services in the United States. NORTHWOODS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY (BY ANY TERRITORY OR JURISDICTION) TO THE EXTENT PERMITTED BY LAW, AND FURTHER NORTHWOODS EXPRESSLY EXCLUDES ANY WARRANTY OF FITNESS FOR APARTICULAR PURPOSE OR MERCHANTABILITY TO THE EXTENT PERMITTED BY LAW.

5. Limitation of Liability

NORTHWOODS' MAXIMUM LIABILITY FOR ANY ACTION ARISING UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL BE LIMITED TO THE AMOUNT OF SERVICES FEES PAID OR PAYABLE BY COUNTY FOR THE SERVICES FROM WHICH THE CLAIM AROSE. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST DATA OR LOST PROFITS, HOWEVER ARISING, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE TO THE ALLOCATION OF RISK SET FORTH HEREIN.

6. *This Agreement shall be binding upon all parties hereto and upon their respective heirs, executors, administrators, successors, and assigns.*

7. *This Agreement shall not be modified in any manner except by an instrument, in writing, executed by all parties to this Agreement.*

8. *This Agreement and any claim, action, suit, proceeding, or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Ohio without regard to its conflicts of laws provisions. Venue and jurisdiction for any action, suit, or proceeding arising out of this Agreement shall vest exclusively in the federal or state courts of general jurisdiction in Franklin County, Ohio.*

9. *If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be valid and enforced to the fullest extent permitted by law.*

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

10. Nothing in this Agreement is intended to, or shall be deemed to constitute a partnership, association or joint venture between the parties in the conduct of the provisions of this Agreement. Northwoods shall at all times have the status of an independent contractor.

11. If by reason of force majeure either party is unable in whole or in part to act in accordance with this Agreement, the party shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall include 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, however, shall remedy with all reasonable dispatch any such cause to the extent within its reasonable control which prevents the party from carrying out its obligations contained herein.

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

13. This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to the subject matter contained herein. Neither party has relied upon any such prior or contemporaneous communications.

14. This Agreement may be executed in one or more identical counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same instrument.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original, as of the date first above written.

COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

/s/ Dan Glassburn, Director

NORTHWOODS CONSULTING PARTNERS, INC.

Christopher T. Carlson, EVP/COO

The President entertained a motion to give authority to Director Glassburn to sign the agreement as presented. Harold G. Montgomery made and Brent Saunders seconded motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea.

COUNTY PHONE SYSTEM

John Grubb and Sherry Daines presented the Commissioners with a services quote for \$7,881.00 from Accent to upgrade the phone system for the courthouse. The president entertained a motion to approve the upgrade and accept the quote from Accent. Brent Saunders made and Harold G. Montgomery seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea. Also in attendance: Clerk of Courts Noreen Saunders and Recorder Roger Walker.

NATIONAL FFA WEEK PROCLAMATION

The following were in attendance to request approval of a Proclamation for National FFA Week in Gallia County: Gallia Academy FFA Advisor Katherine Dickson and President Jonas McCreedy; River Valley FFA Advisor Mathew Houck, President Jenna Burke and Vice President Kaylee Schultz; South Gallia FFA Advisor David Pope, President Riley Sanders and Vice President Chad Bostic. Brent Saunders made and Harold G. Montgomery seconded the motion to make the following proclamation. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea.

I CAN. WE WILL.

National FFA Week February 17 – 24, 2018

PROCLAMATION

Whereas, FFA and agricultural education provide a strong foundation for the youth of America and the future of the food, fiber and natural resources systems; and

Whereas, FFA promotes premier leadership, personal growth and career success among its members; and

Whereas, agricultural education and FFA ensure a steady supply of young professionals to meet the growing needs in the science, business and technology of agriculture; and

Whereas, the FFA motto –"learning to do, doing to learn, earning to live, living to serve" - gives direction of purpose to these students who take an active role in succeeding in agricultural education; and

Whereas, FFA promotes citizenship, volunteerism, patriotism and cooperation.

Therefore, we do hereby designate the week of February 17 - 24, 2018, as **FFA Week**.

Gallia County Commissioners

February 15, 2018

/s/ David K. Smith, President

/s/ Brent Saunders, Vice President

/s/ Harold G. Montgomery, Commissioner

ADJOURN

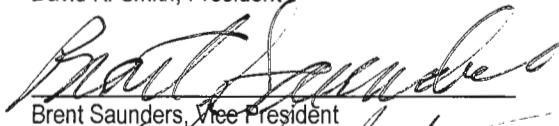
At 4:00 p.m. the President entertained a motion for adjournment. Brent Saunders made and Harold G. Montgomery seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea.



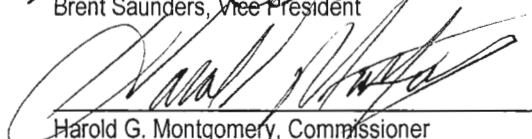
David K. Smith, President



Anette L. Brown, Clerk



Brent Saunders, Vice President



Harold G. Montgomery, Commissioner