

**JANUARY 31, 2019**

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

The President entertained a motion for approval of the January 24, 2019 minutes. David K. Smith made and Harold G. Montgomery seconded the motion. Roll call: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
DJFS	Kelli Dewitt & Jamie Eplin	2/5	Chillicothe, Ohio	Pryor Seminar
Auditor	Larry M. Betz	2/5	Columbus, Ohio	Ohio Board of Tax Appeals
Prosecutor	Randy Dupree	2/5	Columbus, Ohio	Ohio Board of Tax Appeals
Treasurer	Steve McGhee	2/5	Columbus, Ohio	Ohio Board of Tax Appeals

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

2019 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
1/27	7	1	2	0	9	0	0	0	12	11	0	0	0	1

**CORRECTION TO PROSECUTING ATTORNEY 2019 APPROPRIATIONS**

Due to an error in the 2019 County Appropriation resolution, Harold Montgomery made and David Smith seconded a motion to approve the following corrections to the Prosecuting Attorney's 2019 General Fund appropriations:

- Increase Salary line item 001.0105.510200 by \$14,994.00
- Increase Hospitalization line item 001.0105.536800 by \$2,547.36

Roll call votes: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, yea.

**FINANCIAL REPORT REVIEW**

County Administrator Karen Sprague presented the Commission with:

- 2019 4<sup>th</sup> Amended Certificate of Estimated Resources
- Ohio Department of Taxation – Real Estate Reappraisal Dates per County

**COUNTY FUEL SYSTEM EQUIPMENT UPGRADE**

County Administrator Karen Sprague presented the Commission with a revised quote from Lykins Energy for an upgrade to the County Fueling System Equipment at the County Fuel Farm. The equipment is for equipment from Fluid Secure and includes the following items:

- Controlling 4 Hose System with Pedestal/HUB Access – one-time equipment purchase fee of \$8,500
- Annual Software Hosting with Parts Warranty - \$2,250 includes Cell Plan for HUB/Tablet
- Fluid Secure Link and Tablet Parts are warranted for life.
- The monitoring fee is the license to use their system
- Fluid Secure links (4) and Tablet System
- 24/7 Technical Phone Assistance
- Delivery is 2 weeks from order placement

President Saunders entertained a motion to purchase the new Fluid Secure System for the County Fuel Farm and to approve the Annual Software Hosting agreement as presented. David K. Smith made and Harold G. Montgomery seconded that motion. Upon roll call votes were as follows: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, yea.

**BP SEWER – USDA ANNUAL REPORT**

County Administrator Karen Sprague presented the Commission with the 2018 USDA Annual Report for the BP Sewer System for approval and signing. Ms. Sprague noted the annual report reflects the actual revenues and expenditures for the BP Sewer System for FY 2018 and estimated for FY 2019, as well as providing documentation of users, CORSA liability & property insurance, sewer rates, class I operator certificate, bank pledge of collateral letters and list of delinquent accounts. Ms. Sprague noted some progress with regard to collection of delinquent accounts, \$92,000 as of Jan 2011; \$68,041.26 as of 12/31/2012; \$64,718.81 as of 2/14/2013; \$75,678.64 as of 2/11/2014, \$61,792.01 as of 2/19/2015, \$69,242.36 as of 3/1/2016, \$75,710.30 as of 1/25/2017, \$74,373.55 as of 1/12/2018 and \$51,122.91 as of 1/17/19. Ms. Sprague noted although the dollar amount of delinquencies had decreased from January 2018 to January 2019 the number of delinquent accounts had increased from 20 in 2018 to 32 in 2019. Mr. Saunders entertained a motion to approve and sign the annual report as presented. Harold G. Montgomery made and David K. Smith seconded the motion. Roll call votes: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, yea.

**KA SEWER – USDA ANNUAL REPORT**

County Administrator Karen Sprague presented the Commission with 2018 USDA Annual Report for the KA Sewer System for approval and signing. Ms. Sprague noted the annual report reflects the actual revenues and expenditures for the KA Sewer System for FY 2018 and estimated for FY 2019, as well as providing documentation of users, CORSA liability & property insurance, sewer rates, class I operator, bank pledge of collateral letters and list of delinquent accounts. Ms. Sprague noted delinquent accounts information as follows, \$17,510.45 as of 2/11/2014, \$14,450.53 as of 2/19/2015, \$19,740.26 as of 3/1/2016, \$32,644.92 as of 1/25/2017, \$33,622.99 as of 1/12/2018 and \$37,399.78 as of 1/17/2019. Mr. Saunders entertained a motion to approve and sign the annual report as presented. Harold G. Montgomery made and David K. Smith seconded the motion. Roll call votes: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, yea.

**GREEN SEWER 1 – USDA ANNUAL REPORT**

County Administrator Karen Sprague presented the Commission with 2018 USDA Annual Report for the Green Sewer 1 System for approval and signing. Ms. Sprague noted the annual report reflects the actual revenues and expenditures for the Green Sewer 1 System for FY 2018 and estimated for FY 2019, as well as providing documentation of users, CORSA liability & property insurance, sewer rates, class I operator, bank pledge of collateral letters and list of delinquent accounts. Ms. Sprague noted the delinquent accounts totaled \$54,905.98 as of 1/17/2019. Mr. Saunders entertained a motion to approve and sign the annual report as presented. Harold G. Montgomery made and David K. Smith seconded the motion. Roll call votes: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, yea.

**JFS BUILDING – USDA ANNUAL REPORT**

County Administrator Karen Sprague presented the Commission with 2019 USDA Annual Report for the JFS Building Loan for approval and signing. Ms. Sprague noted the annual report reflects the actual revenues and expenditures for the County General Fund, JFS Bond Retirement Fund & JFS Permanent Improvement Construction/Maintenance Fund for FY 2018 and estimated for FY 2019, as well as providing CORSA liability & property insurance and bank pledge of collateral letters. Mr. Saunders entertained a motion to approve and sign the annual report as presented. David K. Smith made and Harold G. Montgomery seconded the motion. Roll call votes: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, yea.

**GREEN SEWER PHASE 2 – CDBG RPIG GRANT LETTER OF INTEREST**

County Administrator Karen Sprague presented the Commission with a Letter of Interest and attachments that are required to be sent to the Ohio Development Services Agency, Office of Community Development requesting permission to submit a CDBG RPIG grant application for the Green Sewer Phase 2 Project.

If approved the county will apply for \$750,000 in CDBG RPIG grant funds. \$650,000 of this grant will be for construction of the sewer collection system and \$100,000 will be for on-lot connection for LMI residents. The total project cost estimate is \$5,709,310 with the project funding sources as follows:

- USDA Rural Development Grant - \$2,148,000
- USDA Rural Development Loan - \$1,613,000
- CDBG RPIG - \$650,000
- ARC - \$250,000
- OWDA loan - \$249,310
- OPWC Loan - \$650,000
- OPWC Loan Assistance Grant - \$149,000

The project will serve 357 households and will consist of the following:

- 8" SS Gravity Lines, 34,455 LF
- 2 and 6" Force Main Line, 18,731 LF
- 8"x6" WYE's, 258 Each
- 6" service line, 6,751 LF
- Manholes, 132 Each
- Pump Stations, 4 Each
- WWTP Abandonment, 1 Each

Brent Saunders entertained a motion that the CDBG RPIG letter of interest and attachments be approved and signed by the Commission as presented. David K. Smith made and Harold G. Montgomery seconded the motion. Upon roll call votes were as follows: Brent Saunders, yea; Harold Montgomery, yea; David Smith, yea.

**AIRPORT – SELF SERVICE TERMINALS SERVICE PLAN**

Anette L. Brown, Clerk presented the Commission with a service plan from QTpod Petroleum on Demand for the Self Service Gas Terminals at the Airport for 2019. The current annual service plan will expire for fueling terminal 4/11/2019. The President entertained a motion to approve the 2019 service plan at Gold Level as presented. David K. Smith made and Harold G. Montgomery seconded that motion. Upon roll call votes were as follows: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, yea.

**PROSECUTING ATTORNEY**

Assistant Prosecutor Randy Dupree met with the commission for their weekly update, review and advice on any legal issues. No action taken.

**SHERIFF – PRISONER HOUSING AGREEMENT WITH MORROW COUNTY**

The Commission was presented the agreement for boarding prisoners with the Morrow County Sheriff Office approved and signed by the Gallia County Sheriff, Prosecutor and Auditor; and the Morrow County Commissioners, Sheriff and Prosecutor. The President entertained a motion to approve the agreement as presented. David K. Smith made and Harold G. Montgomery seconded the motion. Roll call: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, yea.

**PRISONER HOUSING AGREEMENT**

**WHEREAS**, the Morrow County Commissioners and the Morrow County Sheriff's Office own and operate the Morrow County Correctional Facility, a full-service jail facility;

**WHEREAS**, Gallia County does not have adequate jail facilities and needs housing for qualified misdemeanants and/or felons;

**THEREFORE**, the Morrow County Commissioners (hereinafter "Morrow County") and the Gallia County Commissioners (hereinafter "Gallia County") hereby agree as follows:

1. Gallia County agrees, in its discretion, to send, and Morrow County agrees, in its discretion, to accept, such prisoners as Gallia County is unable to adequately house.
2. Morrow County agrees to provide for the prisoners' custody, supervision, confinement, board, minor and emergency medical care, corrections and rehabilitation services as required by law.
3. Gallia County agrees to compensate Morrow County at the following rate: **\$60.00 per day.**

**\*\*A partial day shall count as a full day for billing purposes (e.g. 30 hours of confinement would be billed as two days, multiplied by the daily rate).**

All prisoners sent to the minimum security portion of the Correctional Facility must be properly qualified and sentenced to such facility as non-violent misdemeanants subject to rehabilitation. Reservations for such confinement must be arranged in advance.

4. Gallia County agrees to reimburse Morrow County for any and all medical care provided by Morrow County or the Morrow County Hospital. Gallia County shall be notified immediately when medical care is necessary. The need for extended care or hospitalization shall be determined on a case-by-case basis by Gallia County. Gallia County further agrees to pay, or reimburse Morrow County for payments made, for any expenses incurred in rendering or securing other medical, surgical, dental, or mental health services, including medicines and surgical operations, for or to such prisoners.

Gallia County agrees that where hospital care is required for an inmate, all services shall be provided, when available, at the Morrow County Hospital. The Morrow County Correctional Facility medical staff shall decide the need for medical care. Other than emergency admissions, Gallia County must approve all hospital admissions.

5. Morrow County may reject or refuse to receive any prisoner who may have a prior medical problem, including but not limited to a contagious disease, mental condition, illness, or injury that has not been treated prior to entry into the Morrow County Jail Facility. The Morrow County Sheriff is legally charged with the operation of the Morrow County Correctional Facility; therefore Morrow County reserves the right, at the discretion of the Sheriff or his designee, to refuse to receive any prisoner for any reason based upon current jail population, internal security conditions of the facility, or any other reasons.
6. Morrow County shall bill Gallia County for the services provided herein on a monthly basis, to be paid by Gallia County by the 15<sup>th</sup> day of the month succeeding the month in which the services were provided.
7. This Agreement shall become effective on January 1, 2019, and shall continue until December 31, 2019, and will be automatically renewed for a twelve- (12) month period from year to year on a calendar year basis. In the event that this Agreement is automatically renewed, all terms of this Agreement shall remain in effect except that the costs for providing housing shall be renegotiated. Either party may cancel or rescind this Agreement by providing the other party with a thirty (30) day written notice of its intent to cancel or rescind.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands on the dates set forth following their respective signatures below.

**GALLIA COUNTY COMMISSIONERS**

*s/ Harold G. Montgomery, Commissioner*      Date: January 31, 2019  
*s/ David K. Smith, Commissioner*              Date: January 31, 2019  
*s/ Brent Saunders, Commissioner*            Date: January 31, 2019

**GALLIA COUNTY SHERIFF**

*s/ Matthew D. Champin, Sheriff*              Date: January 30, 2019

**APPROVED AS TO FORM:**

**GALLIA COUNTY PROSECUTOR**  
*s/ Randy Dapree, Assistant Prosecutor*      Date: January 24, 2019

**CERTIFICATION OF FUNDS AVAILABLE**

I hereby certify that there are sufficient funds appropriated and encumbered for the purpose of paying the obligations of Gallia County pursuant to the terms of this contract.

**GALLIA COUNTY AUDITOR**

*s/ Larry M. Betz*                                      Date: January 29, 2019

**MORROW COUNTY COMMISSIONERS**

*s/ Warren Davis, Commissioner*              Date: January 4, 2019  
*s/ Tom Whiston, Commissioner*              Date: January 4, 2019  
*s/ Burgess Castle, Commissioner*            Date: January 4, 2019

**MORROW COUNTY SHERIFF**

*s/ JOHN HINTON, Sheriff*                      Date: January 2, 2019

**APPROVED AS TO FORM:**

**MORROW COUNTY PROSECUTOR**  
*s/ Charles S. Howland*                      Date: January 2, 2019

**EXECUTIVE SESSION – DJFS - PERSONNEL**

At 10:08 a.m. the President entertained a motion to enter into executive session with JFS Director Dana Glassburn to discuss personnel. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Saunders, yes; Mr. Montgomery, yea; Mr. Smith, yea. Returned to regular session at 10:15 a.m.; no action taken.

**DJFS EMPLOYEE – RETIREMENT - MOORE**

Director Dana Glassburn submitted a letter of retirement for Beth Moore, effective 1/31/2019. Harold G. Montgomery made and David K. Smith seconded the motion to accept the resignation. Roll call: Mr. Saunders, yes; Mr. Montgomery, yea; Mr. Smith, yea.

**CONSULTING SERVICES AGREEMENT**

Auditor Larry M. Betz submitted the following consulting services agreement:

**CONSULTING SERVICES AGREEMENT**

*This agreement made this 31<sup>st</sup> day of January, 2019, 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 500, 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, 2019 through January 31, 2021.*
- 3. COMPENSATION. In consideration of the services or LGS as provided, County shall pay a fee annually of \$4,900.00 (Four-thousand Nine-hundred dollars), due on March 1, 2019 and March 1, 2020*
- 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.*

*s/Anette L. Brown, Clerk*  
Witness

*s/Brent Saunders, President*  
Authorized County Representative Gallia County

*s/Maren Wolfe*  
Witness

*s/Richard F. Hoffman, President*  
LGS Services, LLC

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

**HEART MONTH PROCLAMATION**

The President entertained a motion to adopt and sign the Heart Month Proclamation as submitted by Holzer Health System. David K. Smith made and Harold G. Montgomery seconded the motion to adopt the proclamation. Roll call: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, yea. Also in attendance: Karrie Davison, Christi Cremeans, Lori Cremeans, Amy Anderson, Kim Addis, Lara McNeal, Tiffany Shaffer and Tanya Cremeans with Holzer.

**2019 Heart Month Proclamation**

**Whereas**, we the Gallia County Commissioners, recognize the month of February as American Heart Month and February and do hereby encourage all citizens to wear red to raise awareness of cardiovascular disease; and

**Whereas**, we recognize the extraordinary progress in heart health and recognize that more needs to be done in Gallia County to safeguard heart health for generations to come; and

**Whereas**, As stated by the American Heart Association, Heart Disease (including Coronary Heart Disease, Hypertension, and Stroke) continues to be the number one cause of death in the US. Coronary heart disease accounts for 1 in 7 deaths in the US, killing over 360,000 people a year.

**Whereas**, The risk factors for heart disease are smoking, high blood pressure, high cholesterol and high triglyceride levels, overweight/obesity, physical inactivity, metabolic syndrome, diabetes and pre-diabetes, a family history of early heart disease, age, history of preeclampsia.

**Whereas**, Individuals can take action to protect their heart health and prevent heart disease by taking steps to prevent and control the risk factors for the disease.

**Whereas**, keeping our communities healthy and promoting awareness of health issues including heart disease, is an important responsibility and depends on the actions of many organization and groups in our community; and

**Whereas**, heart health remains a priority for families, communities, and government, and our commitment to keeping our citizens, especially our women, healthy is stronger than ever;

**Therefore**, be it resolved that in recognition of the ongoing fight against heart disease we do hereby proclaim February as American Heart Month in Gallia County and urge everyone to show their support for the fight against heart disease.

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

**911 AGENCY 4<sup>TH</sup> QTR. UPDATE**

911/EMA Director Sherry Daines and Deputy Director Keith Wilson presented the Commission the following 4<sup>th</sup> qtr. Update:

- Still waiting for confirmation on ARC grant to upgrade 911 System equipment
- Participated in Active Shooter drills with Gallipolis City Schools and Buckeye Hills Career Center
- Been in touch with Law Enforcement agencies regarding the homeless in our community and the frigid weather we are experiencing. They have been doing well checks and offering assistance. At this time, no one has requested assistance.
- EMA is in the planning stages for the 2019 Haz-Mat Exercise scheduled for April 6, 2019.

**EXECUTIVE SESSION – 911 – PERSONNEL**

At 11:25 a.m. the President entertained a motion to enter into executive session with 911/EMA Director Sherry Daines and Deputy Director Keith Wilson to discuss personnel. David K. Smith made and Harold G. Montgomery seconded the motion. Roll call: Mr. Saunders, yes; Mr. Montgomery, yea; Mr. Smith, yea. Returned to regular session at 11:38 a.m.; no action taken.

**BOARD OF ELECTIONS - BUDGET**

B.O.E. Director Dale Whitt, Deputy Director Chris Burnett and board member Kennison Saunders met with the commission to discuss the pay rate and projection of the Director and Deputy Director of the B.O.E. Director Whitt noted their desire is to have both Director & Deputy Director at the same rate of pay by 2021. Commissioner Smith asked the length of service with the B.O.E. for both. It was noted Mr. Whitt currently has eleven (11) years and Mr. Burnett has currently eighteen (18) months. Commissioner Montgomery noted they will take it under advisement. No action taken.

**BOARD OF ELECTIONS – AGREEMENT & RESOLUTION**

Board of Elections presented the following resolution for the Commissioners approval:

**RESOLUTION**

AUTHORIZING PARTICIPATION IN A SUBLEASE-PURCHASE ARRANGEMENT WITH THE OHIO SECRETARY OF STATE FOR THE PURPOSE OF ACQUIRING AND IMPLEMENTING VOTING MACHINES AND EQUIPMENT AND FINANCING CERTAIN COSTS THEREOF, A SUBLEASE-PURCHASE AGREEMENT EVIDENCING SUCH ARRANGEMENT, AND MATTERS RELATED THERETO.

WHEREAS, pursuant to Amended Substitute Senate Bill 135 of the 132nd Ohio General Assembly (as the same may be amended, modified, revised, supplemented or superseded from time to time, the "Act") and the financing program authorized thereunder (the "SoS Financing Program"), the Secretary of State of the State of the Ohio (the "Sublessor") is providing financing to Ohio counties for the acquisition of voting systems, including, but not limited to, voting machines, marking devices, automatic tabulating equipment, and direct record electronic voting machines, as defined in Ohio Revised Code ("ORC") Section 3506.01, together with associated allowable expenditures, as defined in the Act; and

WHEREAS, in accordance with ORC Section 3506.02, it has been determined that the equipment used by the citizens of the County of Gallia, Ohio (the "Sublessee") to vote in federal, state and local elections shall be changed to that equipment described in the Proposal of ClearBallot Group (the "Vendor") dated January 28, 2019 (the "Proposal"); and

WHEREAS, the Vendor has submitted a draft contract for the implementation of the Proposal to the Sublessee (the "Project Contract"), and the Sublessor has reviewed and approved the Project Contract (as it relates to the SoS Financing Program) and the Project Equipment (as hereinafter defined); and

WHEREAS, the Proposal requires the Sublessee to acquire certain voting machines and equipment (the "Project Equipment") and pay certain costs related to implementing the Proposal (along with the acquisition of the Project Equipment, the "Project") and this Board of County Commissioners of the Sublessee (the "Legislative Authority") desires to accept the Proposal, enter into the Project Contract, undertake the Project, and finance a portion of the cost of the Project by utilizing the provisions of the SoS Financing Program;

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

SECTION 1. It is hereby determined to be necessary, desirable and expedient, and in the best interests of the Sublessee and its citizens, for the Sublessee (i) to accept the Proposal, (ii) enter into the Project Contract, (iii) acquire the Project Equipment, and (iv) finance a portion of the costs of the Project Equipment (the "State-Financed Equipment") and other costs of the Project by participating in the SoS Financing Program.

SECTION 2. The Sublessee's participation in the SoS Financing Program shall be evidenced by a Sublease-Purchase Agreement between the Sublessor and the Sublessee (together with all exhibits and appendices thereto, the "Sublease"). At least two members of the Legislative Authority and the Sublessee's County Auditor (collectively, the "County Signers") are hereby separately and individually authorized, alone or with others, to execute and deliver the Sublease on behalf of the Sublessee in substantially the form presently on file with the Legislative Authority, which is hereby approved, with such changes not substantially adverse to the Sublessee as the County Signers may approve; the approval of such changes and that the same are not substantially adverse to the Sublessee shall be conclusively evidenced by the execution of the Sublease by the County Signers.

SECTION 3. All of the obligations of the Sublessee set forth and covenants made by the Sublessee under the Sublease are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the Sublessee within the meaning of ORC Section 2731.01 *et seq.*

SECTION 4. Pursuant to the SoS Financing Program, the Sublessee shall not be required to make any scheduled payments towards the purchase of the State-Financed Equipment to the Sublessor or any other entity. To pay that portion of the cost of the Project not financed

through the SoS Financing Program, there is hereby appropriated from the Sublessee's General Fund (i) the amount of \$0, and (ii) to pay the Sublessee's other obligations under the Sublease during this 2019 calendar year, the amount of \$0.

SECTION 5. The County Signers and other appropriate officers of the Sublessee, or any of them, are hereby separately and individually authorized and directed to (i) make the necessary arrangements with the Sublessor to establish the date, location, procedure and conditions for executing and delivering the Sublease, and delivering the Sublease to, the Sublessor, and (ii) give all appropriate notices and execute and deliver, on behalf of the Sublessee, such additional instruments, documents, agreements, certificates, and other papers as may be in their discretion necessary or appropriate in order to carry out, give effect to and consummate the transaction contemplated thereby in such forms as the official executing the same may approve, and to take all other steps necessary or appropriate to effect the due execution, delivery and performance of the Sublease pursuant to the provisions of this resolution. The Clerk of the Board of County Commissioners shall furnish to the Sublessor a true transcript of proceedings pertaining to the Sublease containing such information from the records of the Sublessee as is necessary to evidence or determine the regularity and validity of the authorization, execution and delivery of the Sublease

Each of the County Signers is hereby separately and individually designated to act as the authorized representative of the Sublessee for purposes of the Sublease until such time as the Legislative Authority shall designate any other or different authorized representatives for such purpose.

SECTION 6. The Sublease shall constitute a special obligation of the Sublessee. Nothing in the Sublease or any agreements or documents relating thereto shall constitute or be construed or deemed to constitute a debt, bonded indebtedness or a general obligation of the Sublessee. Neither the taxing power nor the full faith and credit of the Sublessee are pledged or shall be pledged for the payment or security of the Sublease, or any other related agreement or document.

SECTION 7. The Legislative Authority acknowledges that the Sublessor has obtained funds for the SoS Financing Program by utilizing a sublease-purchase / certificates of participation arrangement, and that the interest component of the Sublessor's lease payments thereunder is intended to be exempt from federal income taxation under the Internal Revenue Code of 1986, as amended and the regulations prescribed thereunder (the "Code"). The Legislative Authority hereby covenants that it will restrict the use of the State-Financed Equipment in such manner and to such extent, if any, as may be necessary after taking into account reasonable expectations at the time the Sublease is entered into, so that the interest portion of such lease payments by the Sublessor will not be subject to federal income taxation under the Code. Any County Signer or any other officer having responsibility with respect to the execution and delivery of the Sublease is authorized and directed to give an appropriate certificate on behalf of the Sublessee on the date of delivery of the Sublease, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the State-Financed Equipment and other matters under the Code.

SECTION 8. It is hereby determined that the terms of the Sublease and this resolution are in compliance with all legal requirements. If any section, paragraph, clause or provision of this resolution or the Sublease shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any remaining provisions of this resolution or the Sublease, respectively. Any provisions of any ordinance or resolution inconsistent with this resolution are hereby repealed, but only to the extent of such inconsistency; this provision shall not be construed as reviving any ordinance or resolution or any part thereof.

SECTION 9. It is found and determined that all formal actions of the Legislative Authority concerning and relating to the adoption of this resolution were adopted in an open meeting of the Legislative Authority, and that all deliberations of the Legislative Authority and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including ORC Section 121.22.

SECTION 10. This resolution shall take effect and be in force upon its adoption.

ADOPTED January 31, 2019.

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

#### SUBLEASE-PURCHASE AGREEMENT

This Sublease-Purchase Agreement (as the same may be amended and supplemented in accordance with its terms, the "Sublease Agreement") is dated January 31, 2019 and entered into between the Secretary of State of the State of Ohio (the "Sublessor") and the County of Gallia, Ohio (the "Sublessee") under the following circumstances:

A. Pursuant to Amended Substitute Senate Bill 135 of the 132nd Ohio General Assembly (as the same may be amended, modified, revised, supplemented or superseded from time to time, the "Act") and the financing program authorized thereunder (the "SoS Financing Program"), the Sublessor is providing financing to Ohio counties for the acquisition of voting systems, including, but not limited to, voting machines, marking devices, automatic tabulating equipment, and direct record electronic voting machines, as defined in Ohio Revised Code ("ORC") Section 3506.01, together with associated allowable expenditures, as defined in the Act.

B. In accordance with ORC Section 3506.02, it has been determined that the equipment used by the citizens of the Sublessee to vote in federal, state and local elections shall be changed to that equipment described in the Proposal of ClearBallot (the "Vendor") dated January 28, 2019 (the "Proposal").

C. The Proposal requires the Sublessee to acquire certain voting machines and equipment (the "Project Equipment") and pay certain costs related to implementing the Proposal (along with the acquisition of the Project Equipment, the "Project"), and the Sublessee has determined to accept the Proposal and undertake the Project.

D. The Vendor has submitted a draft contract for the implementation of the Proposal to the Sublessee (the "Project Contract"), and the Sublessor has reviewed and approved the Project Contract (as it relates to the SoS Financing Program) and the Project Equipment.

E. The Sublessee has determined to finance a portion of the cost of the Project, including a portion of the Project Equipment described in Exhibit A hereto (the "State-Financed Equipment"), by utilizing the provisions of the SoS Financing Program upon the terms set forth in this Sublease Agreement, and the Sublessor has agreed to make the sum of \$427,095.00 (the "State Contribution") available for such purpose.

F. The Sublessee's Board of County Commissioners (the "Legislative Authority") has authorized this Sublease Agreement by a resolution adopted January 31, 2019 (the "Authorizing Resolution").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Sublessor and the Sublessee, acting through the Legislative Authority, hereby represent, warrant and covenant as follows:

1. **TERM OF AGREEMENT.** This Sublease Agreement shall be effective as of January 31, 2019 (the "Commencement Date"). The term of this Sublease Agreement for the purposes of payments shall commence as of the Commencement Date, and shall continue until the date the Sublessee receives the notice of the State COPs Termination, as defined in Paragraph 7 hereof (the "Agreement Term").

2. **PROJECT CONTRACT.** The Sublessee shall enter into the Project Contract contemporaneously with the execution and delivery of this Sublease Agreement and perform all of its obligations thereunder in the manner and at the times set forth therein. Promptly upon the execution and delivery of this Sublease Agreement by the Sublessor and the Sublessee, the Sublessee, acting through its Board of Elections, shall diligently and expeditiously proceed to acquire the Project Equipment and implement the Project in accordance with the Project Contract. The State-Financed Equipment shall be located as described in Exhibit A hereto. The Sublessor shall pay, or cause to be paid, the State Contribution, and the Sublessee shall pay all costs of the Project in excess of the State Contribution and for any costs not payable under the SoS Financing Program, in accordance with the Project Contract and the SoS Financing Program, and the Sublessee and the Sublessor shall coordinate their respective payments under the Project Contract with the Vendor so that such payments conform to the requirements of the Project Contract and the SoS Financing Program.

3. **USE OF THE STATE-FINANCED EQUIPMENT.** The Sublessee represents that all of the State-Financed Equipment that it will acquire in accordance with this Sublease Agreement will constitute a "voting system" within the meaning of the Act.

4. **TRANSFER OF TITLE TO THE SUBLESSOR.** Upon the delivery of the State-Financed Equipment to the Sublessee, all of the Sublessee's right, title and interest to and in the State-Financed Equipment shall be immediately transferred to the Sublessor without any further action on the part of the Sublessee. The Sublessee shall deliver to the Sublessor all documents which are or may be necessary to vest all of the Sublessee's right, title and interest in and to the State Financed Equipment in the Sublessor, and will release or cause to be released all liens and encumbrances with respect to the State-Financed Equipment.

5. **LEASE.** The Sublessee hereby leases from the Sublessor, for eventual acquisition and ownership, and the Sublessor hereby leases to the Sublessee, for eventual transfer of ownership to the Sublessee, all the State-Financed Equipment, in accordance with the provisions of this Sublease Agreement, to have and to hold for the Agreement Term. **LEASE.** The Sublessee hereby leases from the Sublessor, for eventual acquisition and ownership, and the Sublessor hereby leases to the Sublessee, for eventual transfer of ownership to the Sublessee, all the State-Financed Equipment, in accordance with the provisions of this Sublease Agreement, to have and to hold for the Agreement Term.

6. **LEASE PAYMENTS.** Pursuant to the SoS Financing Program, the Sublessee shall not be required to make any scheduled payments towards the purchase of the State-Financed Equipment to the Sublessor or any other entity.

7. **PURCHASE AND CONVEYANCE.** The Sublessee shall not have the option to purchase the State-Financed Equipment prior to the end of the Agreement Term. The Sublessor has obtained funds for the SoS Financing Program by utilizing a lease-purchase / certificates of participation arrangement (the "State COPs Financing"), which by its terms, prevents the Sublessor from conveying title to the State-Financed Equipment to the Sublessee until all of the Sublessor's obligations under the State COPs Financing relating to the State-Financed Equipment have been provided for. Upon such event (the "State COPs Termination"), the Sublessor shall so notify the Sublessee and upon receipt of such notice, (i) the Sublessee shall be deemed to have purchased and acquired all of the State-Financed Equipment, (ii) title to the State-Financed Equipment, and all rights in the State-Financed Equipment granted by the Sublessee to the Sublessor under this Sublease Agreement, shall vest in the Sublessee, without any further action on the part of the Sublessor, and (iii) the Sublessor will deliver to the Sublessee all documents which are or may be necessary to vest all of the Sublessor's right, title and interest in and to the Equipment in the Sublessee, and will release all liens and encumbrances created under this Sublease Agreement with respect to the State-Financed Equipment.

8. **CARE AND USE.** The Sublessee (i) solely at its own cost and expense, shall maintain the Project in good operating order and condition, repair and appearance, and protect the same from deterioration other than normal wear and tear; (ii) solely at its own cost and expense, make all necessary, proper or appropriate repairs, replacements and renewals thereof, ordinary and extraordinary, foreseen and unforeseen, (iii) shall permit the use of the State-Financed Equipment only by the Sublessee's Board of Elections, within its normal capacity, without abuse, and in a manner contemplated by the Vendor, (iv) shall not make modifications, alterations or additions to the State-Financed Equipment (other than normal operating accessories or controls) without the prior written consent of the Sublessor, which shall not be unreasonably withheld, (v) comply with all laws, insurance policies and regulations relating to, and obtain and maintain any governmental licenses and permits required for, the use, maintenance, repair and operation of the State-Financed Equipment, (vi) shall not dispose, assign, transfer, pledge or otherwise encumber all or any part of the State-Financed Equipment with any mortgage, security interest, or lien, through the Agreement Term, without the prior written consent of the Sublessor, which consent may be withheld in the absolute discretion of the Sublessor, and (vii) pay all costs, claims, damages, fees and all utilities and other charges arising out of its possession, use, operation, maintenance and use of the Project. All modifications, repairs, alterations, additions, replacements, substitutions, operating accessories and controls shall accrue to the State-Financed Equipment and, unless leased from the Sublessor, become the property of the Sublessee. The Sublessor shall have the right, during normal hours and in compliance with appropriate security protocols employed by the Sublessee's Board of Elections, to enter upon the premises where the State-Financed Equipment is located in order to inspect, observe or otherwise protect the Sublessor's interest, and the Sublessee shall cooperate in affording the Sublessor the opportunity to so inspect. For the purpose of assuring the Sublessor that the State-Financed Equipment will be properly serviced, the Sublessee agrees to cause the State-Financed Equipment to be maintained pursuant to the Vendor's standard preventive maintenance contract and/or recommendations. The Sublessee agrees that the Sublessor shall not be responsible for any loss or damage whatsoever to the State-Financed Equipment, nor shall the Sublessor be responsible for latent defects, wear and tear or gradual deterioration or loss of service or use of the State-Financed Equipment or any part thereof, the Sublessor shall not be liable to the Sublessee or anyone else for any liability, claim, loss, damage or expense of any kind or nature caused directly or indirectly by the inadequacy of the Project or any item supplied by the Vendor or any other party, any interruption of use or loss of service or use of performance of any equipment, any loss of business or other consequence or damage, whether or not resulting from any of the foregoing. The Sublessee shall not do, or permit to be done, any act or thing which might materially impair the value of the State-Financed Equipment, will not commit or permit any material waste thereof, and will not permit any unlawful use to be made thereof. The Sublessee covenants that it will assist the Secretary of State in fulfilling its obligations (other than any payment obligations) under the Master Lease Agreement dated as of November 1, 2018, between the State of Ohio Leasing Corporation, Inc., as lessor, and the Secretary of State, as lessee, for the State COPs Financing as the Secretary of State may reasonably request.

9. **TAXES, PERMITS.** To the extent permitted by law and subject to the appropriation of sufficient funds for the purpose, the Sublessee agrees to pay, and to indemnify and hold the Sublessor harmless from, all license, sales, use, personal property, real property or other taxes together with any penalties, fines or interest thereon imposed or levied with respect to the State-Financed Equipment or the ownership, delivery, lease, possession, use, operation, sale or other disposition thereof or upon the rentals or earnings arising therefrom. The Sublessee may in good faith and by appropriate proceedings contest any such taxes so long as such proceedings do not involve any danger of sale, forfeiture or loss of the State-Financed Equipment or any interest therein. Furthermore, the Sublessee shall provide all permits and licenses necessary for the installation, operation and use of the State-Financed Equipment. The Sublessee shall comply with all laws, rules, regulations, ordinances and resolutions applicable to the installation, use, possession and operation of the State-Financed Equipment. If compliance with any law, rule, regulation, resolution, permit or license requires changes or additions to be made to the State-Financed Equipment, The Sublessee shall notify the Sublessor and upon the written consent of the Sublessor, such changes or additions shall be made by the Sublessee at its own expense.

10. **UTILITIES.** The Sublessee shall pay all charges for gas, water, steam, electricity, light, heat or power, telephone or other utility service furnished to or used in connection with the State-Financed Equipment (including charges for installation of such services) during the Agreement Term. There shall be no abatement of any amount owed hereunder on account of the interruption of any such services.

11. **INDEMNITY; RELEASE OF LIABILITY.** To the extent permitted by law and subject to the appropriation of sufficient funds for the purpose, the Sublessee shall and does hereby indemnify and save the Sublessor harmless from any and all liability arising out of the ownership, selection, possession, leasing, renting, operation, control, use, maintenance, delivery and/or return of the Project, including but not limited to, injuries causing personal injury, property damage and/or death, breach of any federal state or local law regulation, ordinance or resolution, but shall be credited with any amounts received by the Sublessor with respect thereto from liability insurance secured by the Sublessee pursuant to Paragraph 14 hereof. Said indemnification shall include all costs and expenses including attorney's fees incurred by the Sublessor in connection with any suits or actions resulting from any such liability.

On and after the date of this Sublease, the Sublessee agrees not to seek any determination of liability against the Sublessor or, any department, agency or official of the State of Ohio in the case of claim or suit arising with respect to the Project including acquisition of property or any future condition, construction, operation, maintenance or use of property or facilities which may be developed in relation to the Project. To the extent permitted by law, the Sublessee forever releases and waives any and all claims it may ever possess or assert against the Sublessor and all employees, agents, officials and contractors and attorneys of same in relation to the Project.

12. **DISCLAIMER OF WARRANTIES: THE SUBLESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF ANY OF THE STATE-FINANCED EQUIPMENT OR AS TO ITS TITLE THERETO OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE STATE-FINANCED EQUIPMENT.** The Sublessor hereby assigns to the Sublessee for and during the Agreement Term all manufacturer's warranties or guaranties, express or implied, issued on or applicable to the State-Financed Equipment and the Sublessor authorizes the Sublessee to obtain the customary services furnished in connection with such warranties or guaranties at the Sublessee's expense. The Sublessee acknowledges that the State-Financed Equipment has been acquired and installed by the Vendor selected by the Sublessee; that the Sublessor is not a manufacturer, contractor or dealer with respect to the components of the State-Financed Equipment and takes no part in or responsibility for the installation of the State-Financed Equipment, and that the Sublessor has made no representation or warranty and assumes no obligation with respect to the merchantability, condition, quality or fitness of the State-Financed Equipment or the enforcement of the manufacturer's warranties or guaranties.

13. **QUIET ENJOYMENT.** The Sublessor hereby covenants to provide the Sublessee during the Agreement Term with quiet use and enjoyment of the State-Financed Equipment, without suit, trouble or hindrance from the Sublessor except as expressly set forth in this Sublease Agreement. Any assignee of the Sublessor shall not interfere with such quiet use and enjoyment during the Agreement Terms so long as the Sublessee is not in default pursuant to this Sublease Agreement.

14. **INSURANCE.** Commencing the date risk of loss passes to the Sublessee from the Vendor and continuing thereafter until the end of the Agreement Term, the Sublessee, solely at its expense, shall keep the State-Financed Equipment insured against all risks of loss or damage from every cause whatsoever in an amount sufficient to cover the full replacement cost of the State-Financed Equipment set forth on Exhibit A, and shall carry public liability insurance, both personal injury and property damage, covering the State-Financed Equipment and its use. All insurance shall be of a type, form, in amounts and with companies or provided by a self-insurance program established and maintained by the Sublessee as permitted by ORC Section 2744.08 or a joint self-insurance pool established pursuant to ORC Section 2744.081 that Sublessee has entered a written agreement to join and contain terms and conditions satisfactory to the Sublessor. The Sublessee shall also carry worker's compensation insurance covering all its employees working on, in or about the State-Financed Equipment and shall require any other person, corporation, partnership or other entity working on, in or about the State-Financed Equipment

to carry such coverage. Certificates of insurance or other evidence satisfactory to the Sublessor, including the original or certified copies of the actual policies showing the existence of insurance in accordance herewith, and payments therefor, shall be delivered to the Sublessor forthwith. All insurance policies shall name the Sublessor as additional insured and shall provide the Sublessor at least thirty (30) days written notice prior to cancellation. In lieu of the foregoing and with the consent of the Sublessor, the Sublessee may self-insure for some or all of the foregoing. Any proceeds of insurance payable as a result of loss of or damage to the State-Financed Equipment shall be applied as provided in Paragraph 15 hereof.

15. **DAMAGE OR DESTRUCTION.** In the event the State-Financed Equipment is totally or partially damaged or destroyed, the Sublessee will promptly replace or repair and restore the State-Financed Equipment to working order for the purpose intended. The Sublessee shall not be entitled to any reimbursement for any such damage or destruction from the Sublessor, nor shall the Sublessee be entitled to any diminution of the amounts payable by it pursuant to this Sublease Agreement; provided, however, that any proceeds of insurance paid to the Sublessor pursuant to Paragraph 14 hereof shall be credited against the Sublessee's payment obligations under this Paragraph.

16. **EVENTS OF DEFAULT AND REMEDIES.** The Sublessee shall be deemed to be in default hereunder upon the happening of any of the following events of default: (a) the Sublessee shall fail to make any payments required to be paid hereunder, (b) the Sublessee shall fail to keep any such other term, covenant or condition contained herein, or (c) if any representation or warranty by the Sublessee herein or in any agreement, document or certificate delivered to the Sublessor in connection herewith which, at any time, proves to be incorrect in any material respect. Upon the occurrence of an event of default as specified above, and the Sublessee shall fail to remedy such event of default with all reasonable dispatch within a period of 10 days for a default under subparagraph (a) hereof and 30 days for all other defaults, then the Sublessor or its assigns shall have the right, at its option without any further demand or notice, to pursue any one or more of the following remedies: (i) re-enter and take possession of the State-Financed Equipment, and sell or lease the State-Financed Equipment or sublease it for the account of the Sublessee, holding the Sublessee liable for all payments due to the effective date of such sale, lease or sublease; (ii) by mandamus or other suit, action or proceeding at law or in equity enforce all the Sublessor's rights hereunder, including the compelling of the performance of all duties of the Sublessee hereunder and the enforcement of the payment of any amounts hereunder then outstanding; and (iii) take any other action at law or in equity may appear necessary or desirable to collect the payments due during the then current agreement or to enforce performance and observance of any obligation, agreement or covenant of the Sublessee under this Sublease Agreement.

17. **SURRENDER UPON DEFAULT.** In the event of default as set forth in Paragraph 16 hereof, the Sublessee shall, upon the request of the Sublessor, peaceably surrender possession of the State-Financed Equipment to the Sublessor in the same condition as when delivered to the Sublessee by the Vendor less reasonable wear and tear.

18. **NATURE OF THE OBLIGATIONS OF THE SUBLESSEE.** All of the obligations of the Sublessee set forth and covenants made by the Sublessee under this Sublease Agreement are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the Sublessee within the meaning of ORC Section 2731.01 *et seq.* To the extent permitted by law, any payment obligation of the Sublessee under this Sublease Agreement shall be an absolute and unconditional obligation of the Sublessee in all events and will not be subject to any set-off, defense, counterclaim or recoupment for any reason whatsoever. Notwithstanding any dispute between or among the Sublessee, the Sublessor and the Vendor, the Sublessee shall make all payments required of it hereunder when due and shall not withhold any payments or portions thereof pending final resolution of such dispute. The Sublessee hereby covenants that it will not assert any right of set-off or counterclaim against its obligation to make the payments required hereunder and that it will take such action as is necessary under the laws applicable to the Sublessee to budget for, seek appropriation for, and include and maintain funds sufficient and available to discharge its obligations to meet all payments due pursuant to provisions of this Sublease Agreement. Notwithstanding the foregoing and any other provision of this Sublease Agreement, the obligation of the Sublessee to make any expenditure of money hereunder is subject to the lawful appropriation of funds for such purpose by the Legislative Authority, and is not a debt of the Sublessee subject to payment from the general revenues or taxes of the Sublessee or within the meaning of any constitutional or statutory provision. Neither the Sublessor nor any other person shall have any right to have excises or taxes levied by the Legislative Authority for any such expenditure.

19. **ASSIGNABILITY.** The Sublessor may assign its right and interest in and to the State-Financed Equipment without notice to the Sublessee. Such assignee shall have full benefit of all the covenants made by the Sublessee and all rights and remedies of the Sublessor contained herein. The Sublessee shall not have the right to assign its rights, duties and obligations under this Sublease Agreement either in part or in whole without prior written consent to the Sublessor or its assignee.

20. **COVENANTS OF THE SUBLESSEE.** The Sublessee represents, covenants and warrants that it is a county and political subdivision of the State of Ohio and is authorized by the Constitution and laws of the State of Ohio to enter into the transactions contemplated by this Sublease Agreement and to carry out its obligations hereunder. The Sublessee has been duly authorized to execute and deliver this Sublease Agreement and agrees that it will do or cause to be done all things necessary to preserve and keep its existence in full force and effect. The Sublessee further represents, covenants and warrants that all procedures have been met so that this Sublease Agreement is enforceable and the Sublessee has complied with all bidding requirements if required.

21. **NOTICES.** All notices to be given under this Sublease Agreement shall be made in writing and mailed to the other party at its address set forth below or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received ten days subsequent to mailing.

As to the Sublessor:

Ohio Secretary of State  
180 E. Broad Street, 16<sup>th</sup> Floor  
Columbus, Ohio 43215  
Attention: Voting Equipment Acquisition Program

As to the Sublessee:

County of Gallia, Ohio  
18 Locust St  
Gallipolis, Ohio 45631  
Attention: Board of Elections

22. **FURTHER ASSURANCES.** The Sublessee will, upon request of the Sublessor, at the Sublessee's sole cost and expense do and perform any other act and will execute, acknowledge, deliver, file, record and deposit (and will re-file, re-register, re-record, and re-deposit whenever required) any and all further instruments required by law or the Sublessor including, without limitation, financing statements or other documents needed for the protection of the Sublessor's interest.

23. **GOVERNING LAW; COUNTERPARTS.** This Sublease Agreement shall be governed by and in accordance with the laws of the State of Ohio. This Sublease Agreement may be signed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one contract.

24. **CHOICE OF VENUE.** The Sublessee agrees that, to the extent permitted by law, the state and federal courts located in Columbus, Ohio, or any other court in which the Sublessor initiates proceedings shall have exclusive jurisdiction over all matters arising out of this Sublease Agreement and that service of process in any such proceeding shall be effective if mailed to the Sublessee at its address set forth in Paragraph 22 hereof.

25. **ENTIRE AGREEMENT.** This Sublease Agreement correctly sets forth the entire agreement between the Sublessor and the Sublessee and no amendments or modifications of this Sublease Agreement shall be effective unless in writing and signed by both parties.

26. **THE SUBLESSOR'S FEES AND EXPENSES.** To the extent permitted by law and subject to the appropriation of sufficient funds for the purpose, Sublessee shall pay to the Sublessor all costs and expenses including reasonable attorney's fees, fees of collection agencies, storage, caretaking and repossession in connection with the enforcement of the Sublessor's rights under this Sublease Agreement.

27. **FEDERAL INCOME TAX MATTERS.** The Sublessee acknowledges that the Sublessor has obtained funds for the SoS Financing Program by utilizing the State COPs financing, and that the interest component of the Sublessor's lease payments thereunder is intended to be exempt from federal income taxation under the Internal Revenue Code of 1986, as amended and the regulations prescribed thereunder (the "Code"). The Sublessor hereby covenants that it will restrict the use of the State-Financed Equipment in such manner and to such extent, if any, as may be necessary after taking into account reasonable expectations at the time the Sublease is entered into, so that the interest portion of such lease payments by the Sublessor will not be subject to federal income taxation under the Code. To the extent permitted by law, the Sublessor shall be liable for any payments to the Internal Revenue Service or the U.S. Treasury as penalties or to preserve the tax-exempt status of the State COPs Financing, and any other costs, resulting in whole or in part from actions taken by the Sublessee, including the failure of the Sublessee to comply with federal income tax laws applicable to such obligation.

28. **MAINTENANCE OF RECORDS.** The Sublessee will keep and make all reports and records associated with the State-Financed Equipment available to the state Auditor of the State of Ohio (the "State Auditor"), or the State Auditor's designee, or the Sublessee, for a period of not less than thirteen (13) years after the date of this Agreement. This data shall include a description of the State-Financed Equipment, a detailed overview of the scope of work, and disbursement detail (including amount, date, nature/object of expenditure), and Vendor information. The Sublessee acknowledges that the State Auditor and other departments, agencies and officials of the State of Ohio may audit the Project at any time,

including before, during and after completion. To the extent permitted by law, the Sublessee agrees that any costs of any audit by the State Auditor or any other department, agency or official of the State of Ohio will be borne exclusively by and paid solely by the Sublessee. The Sublessee will be solely responsible for all costs associated with any such audit.

29. **MISCELLANEOUS.** The waiver by the Sublessor of the Sublessee's breach of any term, covenant or condition hereof shall not be a waiver of any subsequent breach of the same or any other term, covenant or condition. Any provision of this Sublease Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Sublease Agreement, and any provision of this Sublease Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Sublease Agreement.

**THE EXHIBITS ATTACHED HERETO HAVE BEEN READ BY THE SUBLESSEE AND ARE INCLUDED IN AND MADE A PART HEREOF.**

IN WITNESS WHEREOF, the Sublessor and the Sublessee, acting through the Legislative Authority, have caused this Sublease Agreement to be executed by their duly authorized signers as of the Agreement Date.

THE SUBLESSOR: SECRETARY OF STATE OF THE STATE OF OHIO  
Frank LaRose

THE SUBLESSEE: COUNTY OF GALLIA, OHIO  
*of Brent Saunders, President*  
*of Harold G. Montgomery, Vice President*  
*of David K. Smith, Commissioner*

Approved and Agreed To:

GALLIA COUNTY BOARD OF ELECTIONS

By: *of Dale White*  
Director of Board of Elections

**CERTIFICATION OF PROSECUTING ATTORNEY**

Jason Holdren, Prosecuting Attorney of the County of Gallia, Ohio, (the "Sublessee") and for the reliance of the Secretary of State of the State of Ohio (the "Sublessor"), do certify that from my examination of the Sublease Agreement dated as of January 31, 2019 (the "Agreement") between the Sublessee and the Sublessor and my knowledge of Sublessee's organization, that the Agreement has been duly authorized, executed and delivered by the Sublessee in accordance with the laws of the State of Ohio. The Sublessee is a county and political subdivision of the State of Ohio with full authority and legal capacity to perform all obligations and terms of the Agreement. Upon signature by the officers executing the Agreement, the Agreement will constitute a legal obligation of Sublessee in accordance with the terms thereof, and the Sublessee possesses the legal authority to fully perform all obligations incurred by the Sublessee. The Sublessee has been authorized by the Board of County Commissioners of the Sublessee by Resolution No. \_\_\_\_\_ duly adopted by such Board on January 31, 2019.

PROSECUTING ATTORNEY OF THE COUNTY OF GALLIA  
*of Jason D. Holdren*

**FISCAL OFFICER'S CERTIFICATE**

The undersigned, County Auditor of the County of Gallia, Ohio, as fiscal officer of such county, hereby certifies that the money required to meet the obligations of the such county during Fiscal Year 2019 under the attached Sublease-Purchase Agreement have been lawfully appropriated by the Board of County Commissioners of such county for such purposes and are in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Revised Code.

Dated: January 31, 2019

*of Larry M. Betz, Auditor*

The President entertained a motion to approve and sign the agreement as submitted and recommended by the B.O.E. Harold G. Montgomery made and David K. Smith seconded motion. Roll call: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, yea.

**ADJOURN**

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

*Brent Saunders*  
Brent Saunders, President

*Anette L. Brown*  
Anette L. Brown, Clerk

*Harold G. Montgomery*  
Harold G. Montgomery, Vice President

*David K. Smith*  
David K. Smith, Commissioner