

FEBRAURY 14, 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 February 7, 2019 minutes. Harold G. Montgomery made and David K. Smith seconded the motion. Roll call: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
911/EMA	Sherry Daines & Tim Miller	2/19	Nelsonville, Ohio	EMA SECTOR & Grant Mtg
911/EMA	Sherry Daines, Ron Parcell, Adam Blazer & Wayne Sweeney	2/20	Columbus, Ohio	Qtrly 911 APCO/NENA Mtg
DJFS	Kelli DeWitt	2/20	Marietta, Ohio	Fiscal Training
Commissioners	Brent Saunders, Harold G. Montgomery & David K. Smith	2/21	Wellston, Ohio	GJMV Solid Waste District Mtg
DJFS	Kelli DeWitt	2/26	Marietta, Ohio	Fiscal Training

The President entertained a motion to approve travel requests as submitted. Harold G. Montgomery made and David K. Smith 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
2/10	11	0	1	0	10	0	0	0	11	10	0	0	0	1

VISION SERVICE PLAN RENEWAL

County Administrator Karen Sprague provided the Commission with paperwork from Vision Service Plan, the County's Vision Insurance Provider, for renewal of the plan for the period of 6/1/2019 to 5/31/2021. The VSP current and renewal rates are as follows:

- Current Rates
 - Single \$9.45
 - Family \$21.38
- Renewal Rates
 - Single \$10.10
 - Family \$22.85
- The following plan terms items will remain the same:
 - Plan Frequency – eye exam every 12 months, new lenses (either glasses or contacts) every 12 months, new frames every 24 months
 - Copay for Exam \$10; Copay for Materials \$25
 - Retail Frame Allowance \$130.00; Elective Contact Lenses Allowance \$130.00
 - Enhanced Contact Lens Benefit allows members to use their full contact lens allowance toward contact lenses and provides both standard and premium fit contact lens wearers a covered-in-full contact lens exam after a copay that will never exceed \$60.

Brent Saunders entertained a motion to approve renewal of the County's Vision Service Plan for the period of 6/1/2017 to 5/31/2019 at the renewal rates & terms noted above. The increase will be covered through the 105 Plan Fund for the balance of 2017 and is calculated as follows:

- Single: 71 single plans x \$0.65 per month x 7 months = \$323.05
- Family: 94 family plans x \$1.47 per month x 7 months = \$967.26
- Total amount of increase for year 2019 to be covered by 105 Plan Fund = \$1,290.31

Harold G. Montgomery made and David K. Smith seconded this motion. Roll call votes: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, yea.

GREEN SEWER PHASE 2 – DRAW # 43

County Administrator Karen Sprague presented the Commission with Draw # 43 for the Green Phase 2 Sewer Project for the following items:

- Bricker & Eckler LLP Inv. # 734669- \$2,656.25
- Total = \$2,656.25

Brent Saunders entertained a motion to approve draw resolution # 43 as submitted. Harold G. Montgomery moved and David K. Smith seconded the motion. Upon roll call votes were as follows: Brent Saunders, yea; Harold Montgomery, yea; David Smith, yea.

RELEASE OF REAL ESTATE MORTGAGE
GALLIA COUNTY CHIP PROGRAM (B-C-07-025-1)

Karen Sprague, County Administrator, advised the Commission that the following deferred mortgage from a previous round of Community Housing Improvement Program (CHIP) grant has met the term of the mortgage being 10 years. The Prosecuting Attorney prepared the Release of Real Estate Mortgage forms. Mr. Saunders entertained a motion that the Release of Real Estate Mortgage for the following persons be approved and signed as presented:

- Patricia and Kenneth Wamsley

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. Release of real estate mortgage form was signed by Brent Saunders, as President of the Commission, and is on file in the County's CHIP files.

RELEASE OF REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That County of Gallia, Office of Gallia County Commissioners, for a good and valuable consideration, the receipt of which is acknowledged, does hereby remise, release and discharge a real estate mortgage executed by KENNETH AND PATRICIA WAMSLEY, husband and wife, to the above named County of Gallia, Office of Gallia County Commissioners, dated January 28, 2009 and recorded in Volume 484, Page 966 of the Mortgage Records of Gallia County, Ohio.

IN WITNESS WHEREOF, the above named County of Gallia, Office of Gallia County Commissioners, has hereunto subscribed its name and seal this 14th day of February, 2019.

WITNESSES:

COUNTY OF GALLIA, OFFICE
GALLIA COUNTY COMMISSIONERS

s/ Karen Sprague

s/ Brent Saunders

BRENT SAUNDERS, PRESIDENT

s/ Anette Brown

STATE OF OHIO, GALLIA COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared Brent Saunders, President of County of Gallia, Office of Gallia County Commissioners, to me personally known, who acknowledged that he did execute the foregoing instrument as such officer and that the same is his free act and deed as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at Gallipolis, Ohio, the day and year last above written

s/ Kim Elliott

NOTARY PUBLIC

This instrument Prepared by: Jason Holdren, Gallia County Prosecuting Attorney
18 Locust Street, Gallipolis, Ohio 45631.

AIRPORT – FUEL PRICE DECREASE AND PURCHASE REQUEST

Airport Manager Dave Snyder notified the Commission that he monitors area airport fuel prices along with wholesale fuel prices. Mr. Snyder noted the average sales price in our area for 100 LL fuel is \$4.75 and advised he would be lowering our price from \$5.10 to \$4.70. Airport Manager Dave Snyder made a request to purchase of the fuel spill cleanup kit at the quoted price of \$486.67. The President entertain a motion to approve the request. Harold G. Montgomery made and David K. Smith seconded the motion. Roll call: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, yea.

CCAO ENERGY – UPDATED AGREEMENT

Anette L. Brown, Clerk presented the updates to the current CCAOSC agreement from Bob Snavelly, of Palmer Energy Company, who is the consultant under CCAO to administer energy programs. These agreements have been approved by the CCAOSC attorneys and approved as to form by assist prosecutor Randy H. Dupree. The President entertained a motion to approve as submitted. David K. Smith made and Harold G. Montgomery seconded motion. Roll call: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, yea.

2019 MATERIAL AND SERVICES CONTRACTS

The County Engineer submitted the 2019 general road work and dust control contracts for Gallia County Agricultural Society, Gallia County 911, Villages of Crown City, City of Gallipolis, Rio Grande and Vinton, Townships: Addison, Cheshire, Clay, Gallipolis, Greenfield, Guyan, Harrison, Huntington, Morgan, Ohio, Perry, Raccoon, Springfield and Walnut, and Madison Township of Jackson County. The President entertained a motion to approve the submitted contracts, David K. Smith made and Harold G. Montgomery seconded the motion. Roll call: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, yea.

The contract is as follows:

THIS CONTRACT AND AGREEMENT, MADE AND CONCLUDED IN GALLIPOLIS, OHIO, THIS 14th DAY OF FEBRUARY, 2019 BY AND BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF GALLIA COUNTY, OHIO, HEREINTO AFTER CALLED THE FIRST PARTY, AND See multi contracts 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 See multi contracts.

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 AND EMPLOYEES ARE AVAILABLE) 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 14TH DAY OF FEBRUARY, 2019 (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)
/s/ Anette L. Brown, Clerk

THE BOARD OF COUNTY COMMISSIONERS
OF GALLIA COUNTY, OHIO 2/14/19
/s/ Brent Saunders, President
/s/ Harold G. Montgomery, Vice President
/s/ David K. Smith, Commissioner

PROSECUTING ATTORNEY – INFORMATION TECHNOLOGY

Assistant Prosecutor Randy Dupree and Information Technology Director John Grubb met with the commission to discuss email retention. Mr. Dupree gave his opinion and advice with the Sunshine Law on records retention. Mr. Grubb noted he would be gathering more information from other companies for Web and Email Hosting and return in the near future to discuss his recommendation. No action taken

DJFS – SHERIFF – IV-D CONTRACT

Director Dana Glassburn and Sheriff Matthew D. Champlin presented the following IV-D Contract:

Ohio Department of Job and Family Services

IV-D CONTRACT

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Gallia County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Gallia County Sheriff Office (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

IV-D Contract Terms:

- IV-D Contract Period:** The IV-D Contract is effective from 01/01/2019 through 06/30/2019, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
- Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: service of warrants and service of process.
The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).
- Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative	Initials of Authorized Court Representative
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4. IV-D Contract Costs:

- 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$33.22 per Unit of Service as determined by:
 - The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
 - The procurement process for a IV-D Contract with a private entity.
- 4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$<100% of IV-D contract cost>
- 5. **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.
- 5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal Share	\$ 6,775.97	Local Sources
FFP Reimbursement	\$13,153.36	
Total IV-D Contract Cost	\$19,929.33	

- 5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.
- 6. **Performance Standards:** *The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."*
- 7. **Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:00 am and 4:00 pm on the following days Monday-Friday with the exception of the following days: holidays.
- 8. **Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:
 - **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
 - **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.
- 9. **Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contractor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment. If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
- 10. **Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.
- 11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
- 12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
- 13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
- 14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.
- 15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
- 16. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
- 17. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the

Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.

- 18. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
- 19. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
- 20. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
- 21. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
- 22. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
- 23. **Termination:** This IV-D Contract may be terminated:
 - 23A. By mutual agreement at any time after the date on which the two parties reach their decision.
 - 23B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
 - 23C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
 - 23D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
 - 23E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
 - 23F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

- The date on which the parties reached their decision, in accordance with paragraph 23A;
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

IV-D Contract Signatures:

Signature of CSEA's Representative <i>s/ Dana L. Glassburn, DJFS Director</i>	Printed Name of CSEA's Representative Dana L. Glassburn
Date of Signature 2/6/2019	

Signature of Contractor's Representative <i>s/ Matthew D. Champlin, Sheriff</i>	Printed Name of Contractor's Representative Matt Champlin
Date of Signature 2/7/2019	Printed Street Address of Contractor 18 Locust Street
Printed Title of Contractor's Representative Sheriff	Printed City, State, and Zip Code of Contractor Gallipolis, Ohio 45631

Signature of County Commissioner or Representative <i>s/ Brent Saunders, President</i>	Date of Signature 2/14/2019
Signature of County Commissioner or Representative <i>s/ Harold G. Montgomery, Vice President</i>	Date of Signature 2/14/2019
Signature of County Commissioner or Representative <i>s/ David K. Smith, Commissioner</i>	Date of Signature 2/14/2019
Signature of Prosecutor, if required by County Commissioners <i>s/ Jason D. Holdren, Prosecuting Attorney</i>	Date of Signature 2/8/2019

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

EXECUTIVE SESSION – DJFS – PERSONNEL

At 10:18 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 David K. Smith seconded the motion. Roll call: Mr. Saunders, yes; Mr. Montgomery, yea; Mr. Smith, yea. At 10:23 Mr. Glassburn exited the session. Returned to regular session at 10:29 a.m.; no action taken.

DJFS - EMPLOYEE RETIREMENT - WILLIAMS

Director Dana Glassburn submitted a letter of retirement for Pamela J. Williams, effective 3/28/2019. 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.

EXECUTIVE SESSION - LEGAL

At 10:34 a.m. the President entertained a motion to enter into executive session with Assistant Prosecutor Randy Dupree and Sheriff Matthew D. Champlin to discuss a legal. 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 10:59 a.m.; no action taken.

TREASURER ROBERT SPRAGUE REPRESENTATIVE KELLY SMITH

Kelly Smith, representative to Treasure Robert Sprague met and introduced herself to the commissioners as the Southern liaison to Treasurer Robert Sprague. No action taken.

LEAVE DONATION APPLICATION

Sheriff Administrator Heather Casto submitted leave donation form for 78.05 hours of sick time from Adam Holcomb to Jeff Smith of the Gallia County Sheriff department. The President entertained a motion to approve the leave donation as submitted. Harold G. Montgomery and David K. Smith seconded the motion. Roll call: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, yea.

SHERIFF – HOUSING PRISONER WITH WASHINGTON COUNTY

The Commission was presented a contract for boarding prisoners with the Washington County Sheriff Office approved and signed by Sheriff Matthew D. Champlin and Assistant Prosecutor Randy Dupree. The President entertained a motion to approve and sign the contract as presented. David K. Smith made and Harold G. Montgomery seconded the motion. Roll call: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, yea.

**CONTRACT FOR HOUSING PRISONERS
In the
WASHINGTON COUNTY JAIL**

WHEREAS, this contract is made this 14th day of February, 2019, by and between the Board of County Commissioners of Washington County, Ohio hereafter referred to as "County", the Sheriff of Washington County, hereafter referred to as "Sheriff", and Gallia County hereafter referred to as "Contractor".

WHEREAS, Contractor wants to use the Washington County Jail to house as prisoners those persons who have been lawfully committed to custody by arrest or court order for any reason, and/or who have been charged with any misdemeanor or felony offense and are awaiting a bond hearing, and/or who are awaiting a trial and have not otherwise posted bail or been released by court order, and/or who serving a jail sentence after conviction.

WHEREAS, This agreement is intended to set forth the rights, duties, responsibilities, and obligations of the County and contractor for the term hereinafter set forth.

WITNESSETH:

In consideration of the mutual covenants herein made each of the parties agrees as follows:

1. The County shall receive, keep, board and safely maintain in the Washington County Jail the following persons:
 - a. All persons arrested by Gallia County for violations of state criminal statues until such persons have had an initial appearance before a judge, after which such persons shall be deemed to be in the custody of Washington County for purposes of compensation under this contract.
 - b. All persons arrested for violation of municipal ordinances from arrest through termination of any jail sentences imposed for that violation except as provided in paragraphs 4 through 9 below.
 - c. Persons incarcerated pursuant to subparagraphs a. and b. above shall be designated as prisoners in this contact.
2. The cost to be paid to the County by the Contractor shall be the amount of sixty dollars (\$60.00) per day for each person incarcerated in the Washington County Jail under paragraph 1.
3. Prisoners confined in the Washington County Jail shall be subject to the rules and regulations of the jail, which apply to all the prisoners therein.
4. The County may reject and refuse to receive any prisoners who may be afflicted with a prior medical problem, afflicted with any contagious, infectious, venereal disease, mental illness, illness or injury that has not been treated prior to entry into the Washington County Jail, or having received any prisoner thereafter.
5. Sheriff may refuse to receive any prisoner based upon current jail population, internal security conditions of the jail, or any other reason that the Sheriff deems pertinent at the time.
6. Contractor agrees to pay for any and all medical, surgical, dental, or ophthalmology expenses incurred on behalf of a prisoner including doctor's fees, hospital charges, and prescription costs.

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 Clay Montgomery; River Valley FFA Advisor Mathew Houck, Caleb McKnight, Whitney Clagg and Destiny Dotson; South Gallia FFA Advisor David Pope, Olivia Harrison and Olivia Johnson. Harold G. Montgomery made and David K. Smith seconded the motion to make the following proclamation. Roll call: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, yea.

National FFA Week
February 16 – 23, 2019


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 and 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, the Gallia County Commissioners do hereby designate the week of Feb. 16–23, 2019, as National FFA Week.

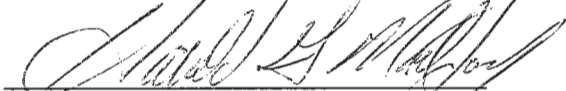
s/ Brent Saunders, President
s/ Harold G. Montgomery, Vice President
s/ David K. Smith, Commissioner

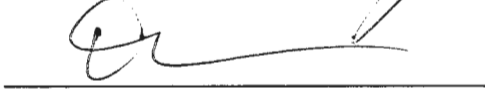
ADJOURN

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, President


Anette L. Brown, Clerk


Harold G. Montgomery, Vice President


David K. Smith, Commissioner