

**MARCH 5, 2020**

The Gallia County Board of Commissioners met on this date for the purpose of approving the minutes of the previous meeting and current transfers, appropriations and bills. At 9:00 a.m. the meeting was called to order by President Harold G. Montgomery. Roll Call: President Harold G. Montgomery, present; Vice President David K. Smith, present; Commissioner Brent Saunders, present.

The President entertained a motion for approval of the February 27, 2020 minutes. David K. Smith moved and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
DJFS	Danielle Sanders	3/4	Xenia, Ohio	WIOA Fundamentals
DJFS	Lori Church	3/4	Huntington, WV	Fred Pryor Management Training Seminar
911/EMA	Sherry Daines	3/5	Columbus, Ohio	Ohio Legislator's Day
EMA	Tim Miller	3/5	Jackson, County	Pipeline Issues
DJFS	Dana Glassburn	3/12	Columbus, Ohio	OJFSDA Mtg
DJFS	Dana Glassburn	3/19	Jackson, Ohio	OJFSDA District Mtg
DJFS	Dana Glassburn	3/11 &/or 3/23	Columbus, Ohio	Training Initiative Mtg
DJFS	Dana Glassburn	3/24	Columbus, Ohio	AREA7 Mtg/Training
DJFS	Dana Glassburn	3/31	Ross County, Ohio	OJFSDA District & Appalachian CDJFS's Mtg

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

2020 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
3/01	3	2	1	0	6	0	0	0	9	15	0	0	0	1

**PROSECUTING ATTORNEY**

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

**RESOLUTION TO ACCEPT THE ONE OHIO MEMORANDUM OF UNDERSTANDING**

The commission was in receipt of the following MOU resolution from Attorney Robert R. (Rusty) Miller. The President entertained a motion to approve the resolution. Brent Saunders moved and David K. Smith seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

**RESOLUTION**

Adopted: March 5, 2020

Subject: In the Matter of Resolution to Accept the One Ohio Memorandum of Understanding (MOU)

**WHEREAS**, the Gallia County Board of Commissioners caused a lawsuit to be filed on its behalf in the United States District Court for the Southern District of Ohio in 2018, seeking to hold opioid manufacturers and distributors accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance; and

**WHEREAS**, since that time, the Gallia County Board of Commissioners lawsuit has been joined with other lawsuits of local governments throughout the country as part of multi-district civil litigation captioned In Re: National Prescription Opiate Litigation, Case No. 1:17-MD-2804, against any and all necessary opioid manufacturers and distributors, and

**WHEREAS**, it continues to be the desire of the Gallia County Board of Commissioners to pursue any and all claims for relief as a litigating plaintiff in civil litigation captioned In Re: National Prescription Opiate Litigation, Case No. 1:17-MD-2804, against any and all defendants necessary; and

**WHEREAS**, the State of Ohio, through its Attorney General, is separately engaged in litigation seeking to hold opioid manufacturers and distributors accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance with trials scheduled to begin during the summer and fall months of 2020; and

**WHEREAS**, on or about the 5<sup>th</sup> day of March, 2020 and as a result of the common desire of the State of Ohio and its local governments, including the Gallia County Board of Commissioners, to abate and alleviate the impacts of the misfeasance, nonfeasance and malfeasance of certain opioid manufacturers and distributors, the Board of Commissioners received a draft of the One Ohio Memorandum of Understanding; and

**WHEREAS**, since that time, the local governments, including the Gallia County Board of Commissioners, has been given multiple opportunities, by and through its counsel, to voice its concern regarding the terms and conditions of the draft of the One Ohio Memorandum of Understanding; and

**WHEREAS**, as a result of local governments, including the Gallia County Board of Commissioners, voicing those concerns, the One Ohio Memorandum of Understanding has been redrafted in a manner intended to alleviate said concerns; and

**WHEREAS**, it is the opinion of the Board that Gallia County, Ohio, is likely to receive a more favorable resolution of the civil litigation in a more timely manner by joining forces with other local governments and the State of Ohio to address the opioid epidemic and the grave affects it has had on the citizens of the State of Ohio and Gallia County, Ohio; and

**WHEREAS**, it is the understanding and desire of the Gallia County Board of Commissioners that the One Ohio Memorandum of Understanding will permit collaboration between the State of Ohio and local governments to explore and potentially effectuate earlier resolution of the civil litigation against the opioid manufacturers and distributors; and

**WHEREAS**, it is the understanding and desire of the Gallia County Board of Commissioners that the One Ohio Memorandum of Understanding may permit an effective means of distributing any potential settlement funds obtained under the MOU between the State of Ohio and local governments in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout the State of Ohio and specifically in Gallia County, Ohio; and

**WHEREAS**, the Gallia County Board of Commissioners retains the right to accept or decline any and all settlement offers as they may be presented to the Board in the future; and

**WHEREAS**, the Gallia County Board of Commissioners hereby retains any and all legal rights it possesses in pursuing any and all claims against the opioid manufacturers and distributors in the event settlements cannot be reached.

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**NOW, THEREFORE, BE IT RESOLVED:**

Section 1: The Gallia County Board of Commissioners accepts the One Ohio Memorandum of Understanding as currently drafted, together with all attachments.

Section 2: The Gallia County Board of Commissioners hereby authorizes the Gallia County Prosecutor and/or his designee to take any and all actions necessary to effectuate this resolution.

Section 3: All formal action of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of the Board, and all deliberations of this Board that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4: This resolution shall be in full force and effect from and after the earliest period allowed by law, as a statement of policy for Gallia County, Ohio.

Passed this 5<sup>th</sup> day of March, 2020.

*s/ Harold G. Montgomery*, President

*s/ David K. Smith*, Vice President

*s/ Brent Saunders*, Commissioner

ATTEST:

*s/ Anette L. Brown*, Clerk to the Board of Gallia County Commissioners

**FEBRUARY 2020 FINANCIAL REPORT REVIEW**

County Administrator Karen Sprague presented the Commission with:

- The February 2020 Financial Reports for comparison with the February 2019 Financial Reports. The following was noted during the review:
  - 1/1/2019 beginning cash balance was \$1,579,015.62
  - 1/1/2020 beginning cash balance was \$1,407,189.99
  - Difference of (\$171,825.63)
  - 2/28/2019 ending cash balance was \$627,659.91
  - 2/29/2020 ending cash balance was \$598,442.61
  - Difference of (\$29,217.30)
- 4<sup>th</sup> Amended Certificate of Estimated Resources

**EXECUTIVE SESSION – DJFS - PERSONNEL**

At 10:01 a.m. the president entertained a motion to enter into executive session with JFS Director Dana Glassburn to discuss personnel. David K. Smith moved and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea. Returned to regular session at 10:15 a.m.; no action taken.

**2020 MATERIAL AND SERVICES CONTRACT**

The Sheriff's administrator Heather Casto submitted the 2020 Material and Services contract with the Board of Gallia County Commissioners through the Gallia County engineer. The President entertained a motion to approve the submitted contract, David K. Smith made and Brent Saunders seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea. The contract is as follows:

*THIS CONTRACT AND AGREEMENT, MADE AND CONCLUDED IN GALLIAPOLIS, OHIO, THIS 5<sup>th</sup> DAY OF March, 2020 BY AND BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF GALLIA COUNTY, OHIO, HEREINTO AFTER CALLED THE FIRST PARTY, AND Gallia County Sheriff's Office 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 Gallia County Sheriff's Office.*

*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 2020 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 5<sup>th</sup> DAY OF MARCH, 2020 (original contract on file in the engineer's office and copies at the Gallia County Commissioners and Sheriff's office).*

SIGNED IN THE PRESENCE OF:

(AS TO FIRST PARTY)

*s/ Anette L. Brown*, Clerk

THE BOARD OF COUNTY COMMISSIONERS

OF GALLIA COUNTY, OHIO

*s/ Harold G. Montgomery*, President

*s/ David K. Smith*, Vice President

*s/ Brent Saunders*, Commissioner

MARCH 5, 2020

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

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

**WHEREAS**, this contract is made this 5<sup>th</sup> day of March, 2020, 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 Sheriff's Office 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 contract.
2. The cost to be paid to the County by the Contractor shall be the amount of sixty dollars (\$68.00) 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.
7. Contractor shall transport and provide security anytime a prisoner must leave the Washington County Jail for any reason, unless a court orders that no transportation or security is needed.
8. Contractor shall bear the expense of the burial of a prisoner who dies in the Washington County Jail, if the body is not claimed for interment at the expense of friends or relatives.
9. No person under eighteen (18) years of age shall be received except on the approval of the Washington County Juvenile Court.
10. The Washington County Sheriff's Office shall provide an itemized statement of the amount due each month for housing prisoners. Payment shall be made by the Contractor to the Washington County Sheriff, 205 Putnam Street, Marietta, Ohio 45750 within (30) days of the date of the statement. The Washington County Sheriff may refuse to accept prisoners if timely payment is not made.
11. Contractor agrees that during the period of time this contract covers, it shall and will abide and be governed by any and all rules and regulations which now are, or at anytime in the future may be, in force at the offices of Washington County Commissioners, Common Pleas and Probate- Juvenile Judges, and the Department of Rehabilitation and Corrections.
12. The parties to this contract agree that notice be given to certain persons when particular inmates are to be released from custody, namely victims of domestic violence offenses, named/protected persons in temporary protection orders, named/protected persons in civil protection order and victims of menacing by stalking crimes. To that end, Contractor specifically agrees to furnish to the Sheriff, through the Washington County Jail staff, a current telephone number or numbers and/or contact information for all such protected persons, at the time the inmate is brought to the Washington County Jail, Contractor shall update the information as any change becomes known. The County agrees that the Washington County Jail shall contact those victims and/or protected persons of any inmate pending release provided that a working telephone number has been furnished to the County. In situations where no working telephone number is provided, Contractor shall be responsible for making the required notification to said victims and/or protected persons of an inmate's pending release upon being notified thereof by the Jail when such notification has been given to the victim and/or protected persons, and shall furnish the date and time of day said notification has been made. Contractor acknowledges that failure to comply with these notifications terms will result in the refusal by the County to accept as inmates those persons who have victims or other persons who are subject to release notification information, without voiding the entire contract altogether.
13. This agreement may be terminated by either party during its term, by giving the other party a minimum of ninety (90) days written notice.
14. This agreement shall be effective April 1, 2020, and terminate March 31, 2021
15. All former contracts and/or agreements between the parties hereto relative to the subject matter of this contract are hereby canceled and terminated.

This agreement entered into in behalf of the Gallia County pursuant to Resolution/Ordinance Number N/A passed March 5, 2020.

Any alteration of contract shall result in the contract being null and void.

**IN WITNESS WHEREOF**, the parties hereto, by their respective duly authorized officers; none hereto caused their names to be transcribed on the day first written above.

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

**Washington County Commissioners**  
*of Ronald L. Feathers, President*  
*of Kevin J. Ritter*  
*of David A. White*

*of Larry R. Muecks, Sr., Sheriff*

*of Randy Dupree, Assistant Prosecuting Attorney*  
*of Matthew D. Champlin, Sheriff*

**Witness**  
*of Ben Cowdery, Clerk*

**Approved as to form**  
*of Nicole T. Cost, Prosecutor*

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**SHERIFF - VILLAGE OF CENTERVILLE - AGREEMENT**

The President entertained a motion to approve the following agreement between the Gallia County Sheriff and the Village of Centerville for police protection. Brent Saunders made and David K. Smith seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

**AGREEMENT**

This Agreement made and concluded this 5<sup>th</sup> day of May 2020, by and between the Village of Centerville, Matt Champlin, Gallia County Sheriff and the Gallia County Commissioners.

WHEREAS, there exists a need for police protection for residents of the Village of Centerville, Gallia County, Ohio and

WHEREAS, Section 311.29 of the Ohio Revised Code provides for authority of a taxing district to enter into an agreement with the Sheriff of the County whereby the Sheriff undertakes and is authorized to contract to perform any police function, in behalf of the contracting subdivision.

NOW THEREFORE, it is hereby agreed by and between the parties hereto upon the considerations as follows:

1. The parties do hereby agree and understand that the employees of the Gallia County Sheriff's Office have voted and approved representation by the FOP. Therefore, upon organization and representation of the employees by the FOP each party herein (Village, Sheriff and Commissioners) reserves the right to cancel or modify this Agreement if the organization of the FOP causes a change in the terms set forth herein. If the organization of the FOP does not change the terms of the Agreement, the parties are bound by the terms listed below.
2. The Village of Centerville, in consideration for this police protection, agrees to pay direct to the Sheriff of Gallia County, Ohio, the amount of \$5.00 per contract hour to be used for expense and maintenance of Gallia County Sheriff's Office cruiser, training of officers, uniforms, equipment, etc. for use by the Village. Said sum shall be made payable to the TREASURER OF GALLIA COUNTY, to be credited to a special fund known as the "Sheriff's Policing Rotary Fund".
3. The patrol duties of the designated deputy will be directed by the Gallia County Sheriff's Office. The chain of command described in the Gallia County Sheriff's Office Policies & Procedures manual will be in effect during the term of this Agreement.
4. The Village in consideration for this police protection agrees to pay direct to the designated deputy the sum of Twenty Dollars (\$20.00) per hour from April 1, 2019 through March 31, 2020, plus employer's portion of Unemployment, Medicare, Workers compensation and OPERS.
5. The Sheriff requires that Deputies assigned to this detail submit activity logs, preferably by electronic system, to the Village Council for review.
6. The Village of Centerville will make available to the Gallia County Sheriff's Office the use of the Village owned equipment pertaining to law enforcement for the Village listed as follows: **Radio, lights, siren, K-55 radar, Serial No. MV724, MOD#279421 and other equipment pertaining to law enforcement for the Village.**
7. The Sheriff of Gallia County, Ohio will be entitled to use said equipment so long as he has an agreement with the Village of Centerville for police protection.
8. It is expressly understood by the parties that upon the termination of this agreement, the equipment if still in the possession of the Gallia County Sheriff's Office will be immediately returned to the Village of Centerville, Ohio for its use.
9. The parties agree that the Gallia County Commissioners shall provide liability insurance for the officers providing services pursuant to this Agreement. The Village of Centerville understands and agrees that it shall be liable for any damages that may exceed the applicable coverage, limited to the policy provided by Gallia County. In the event, for any reason, that any act or omission by the Officer were to result in damages assessed against the Village, the Village would be responsible for any damages, that may not be covered by the Liability Policy provided by Gallia County. This provision is not and shall not be construed as an indemnification agreement by the County in favor of the Village. The County's sole obligation is to provide liability coverage in an amount determined to the sole discretion of the Gallia County Commissioners.
10. The parties agree that the Gallia County Sheriff's Office will be the exclusive provider of law enforcement services during the time of this contract.
11. This Agreement can be canceled by either party with thirty (30) days written notice.
12. This Agreement shall be effective from April 1, 2020 through March 31, 2021.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized officers, executed this Agreement on the 5<sup>th</sup> day of March, 2020.

SIGNED AND ACKNOWLEDGED  
IN THE PRESENCE OF:

GALLIA COUNTY SHERIFF'S OFFICE  
*/ Matthew D. Champlin, Sheriff*

VILLAGE OF CENTERVILLE  
*/ Eugene T. Layton, Mayor*  
*/ David W. House, Clerk*

*/ Anette L. Brown, Clerk*

GALLIA COUNTY COMMISSIONERS  
*/ Harold G. Montgomery, President*  
*/ David K. Smith, Vice President*  
*/ Brent Saunders, Commissioner*

APPROVED AS TO FORM:  
*/ Raddy Dupree, Assistant Prosecuting Attorney*

**SHERIFF - VILLAGE OF VINTON - AGREEMENT**

The President entertained a motion to approve the following agreement between the Gallia County Sheriff and the Village of Vinton for police protection. Brent Saunders made and David K. Smith seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

**AGREEMENT**

This Agreement made and concluded this 5<sup>th</sup> day of March 2020, by and between the Village of Vinton, Ohio, Matt Champlin, Gallia County Sheriff and the Gallia County Commissioners

WHEREAS, there exists a need for police protection for residents of the Village of Vinton, Gallia County, Ohio and

WHEREAS, Section 311.29 of the Ohio Revised Code provides for authority of a taxing district to enter into an agreement with the Sheriff of the County whereby the Sheriff undertakes and is authorized to contract to perform any police function, in behalf of the contracting subdivision.

NOW THEREFORE, it is hereby agreed by and between the parties hereto upon the considerations as follows:

1. The parties do hereby agree and understand that the employees of the Gallia County Sheriff's Office have voted and approved representation by the FOP. Therefore, upon organization and representation of the employees by the FOP each party herein (Village, Sheriff and Commissioners) reserves the right to cancel or modify this Agreement if the organization of the FOP causes a change in the terms set forth herein. If the organization of the FOP does not change the terms of the Agreement, the parties are bound by the terms listed below.
2. The Village of Vinton, in consideration for this police protection, agrees to pay directly to the Sheriff of Gallia County, Ohio, the amount of \$5.00 per contract hour to be used for expense and maintenance of Gallia County sheriff's office cruiser, training of officers, uniforms, equipment, etc. for use by the Village. Said sum shall be made payable to the TREASURER OF GALLIA COUNTY, to be credited to a special fund known as the "Sheriff's Policing Rotary Fund".
3. The Village in consideration for this police protection agrees to pay direct to the designated deputies the sum of Twenty Dollars (\$20.00) per hour from April 1, 2020 through March 31, 2021, plus employer's portion of Unemployment, Medicare, Workers compensation and OPERS.

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4. The patrol duties of the designated deputies will be directed by the Gallia County Sheriff's Office. The chain of command described in the Gallia County Sheriff's Office Policies & Procedures manual will be in effect during the term of this Agreement.
5. Every attempt will be made to fill vacancies and vacations with manpower as per contract.
6. The Sheriff requires that Deputy assigned to this detail submit activity logs, preferably by electronic system, to the Village council for review.
7. The Village of Vinton will make available to the Gallia County Sheriff's Office the use of the Village owned equipment pertaining to law enforcement for the Village listed as follows: **Any equipment that may be in use at this time.**
8. The Gallia County Sheriff's Office is to appoint Deputy agreeable to the Village Council and the Sheriff and furnish said deputies with an adequate vehicle.
9. The Sheriff of Gallia County, Ohio will be entitled to use said equipment so long as he has an agreement with the Village of Vinton for police protection.
10. It is expressly understood by the parties that upon the termination of this agreement, the equipment if still in the possession of the Gallia County Sheriff's Office will be immediately returned to the Village of Vinton, Ohio for its use.
11. The parties agree that the Gallia County Commissioners shall provide liability insurance for the officers providing services pursuant to this Agreement. The Village of Vinton understands and agrees that it shall be liable for any damages that may exceed the applicable coverage, limited to the policy provided by Gallia County. In the event, for any reason, that any act or omission by the Officer were to result in damages assessed against the Village, the Village would be responsible for any damages, that may not be covered by the Liability Policy provided by Gallia County. This provision is not and shall not be construed as an indemnification agreement by the County in favor of the Village. The County's sole obligation is to provide liability coverage in an amount determined to the sole discretion of the Gallia County Commissioners
12. The parties agree that the Gallia County Sheriff's Office will be the exclusive provider of law enforcement services during the time of this contract.
13. This Agreement can be canceled by either party with thirty (30) days written notice.
14. This Agreement shall be effective from April 1, 2020 through March 31, 2021.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized officers, executed this Agreement on the 5<sup>th</sup> day of March 2020.

SIGNED AND ACKNOWLEDGED  
IN THE PRESENCE OF:

GALLIA COUNTY SHERIFF'S OFFICE  
*s/ Matthew D. Champier, Sheriff*

VILLAGE OF VINTON  
*s/ Joshua Wheaton, Mayor*  
*s/ Brandi Wheaton, Clerk*

*s/ Anette L. Brown, Clerk*

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

APPROVED AS TO FORM:  
*s/ Randy Dupree, Assistant Prosecuting Attorney*

#### **ROADWAY USE, REPAIR AND MAINTENANCE – ENGINEER AGREEMENT - ADDENDUM**

Assistant engineer Beth Lozier presented an Addendum Request #1 on behalf of Columbia Gas Transmission, LLC for the Roadway Use, Repair and Maintenance Agreement (RUMA) that was approved and signed on January 30, 2020. Request of Amendment #1 includes the addition of:

- 0.11 miles of CR 79 Buckeye Hills Road from SR 325 to CR 91
- 0.28 miles of CR 91 Pleasant Valley Road from CR 79 to a BXP driveway

The Gallia County Prosecutor Jason D. Holdren has reviewed and signed the Addendum. The President entertained a motion to approve the addendum as requested. David K. Smith moved and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

#### **BID AWARD – 2020 CULVERT IMPROVEMENTS OPWC 1 PROJECT**

Commissioners were in receipt of the following recommendation and contract:

*March 3, 2020*

*Gallia County Commissioners  
18 Locust Street, Room 1292  
Gallipolis, OH 45631*

*Dear Commissioners,*

*I have reviewed the proposals for the "2020 Bid for Culvert Improvement OPWC 1" project.*

*The lowest bid was received from CLR Excavating LLC. The bid is responsive and below the engineer's estimate. The contractor meets all specifications and is qualified to perform the work.*

*Therefore, it is my recommendation that the above named project be awarded to CLR Excavating LLC.*

*Sincerely,*

*s/ Brett A. Boothe, P.E., P.S.  
Gallia County Engineer*

#### **CONTRACT**

**THIS AGREEMENT**, made and entered into this 5<sup>th</sup> day of March, 2020 by and between CLR Excavating LLC herein after called the "Contractor," and Gallia County, herein after called the "Local Public Agency

**WITNESSETH**, that the Contractor and the Local Public Agency, for the considerations stated herein, mutually agrees as follows:

**Article I:** Statement of Work. The Contractor shall furnish all supervision, labor, tools, equipment, materials, hauling, and other items necessary to complete the Gallia County 2020 Culvert Replacement Project in accordance with the "Notice to Bidders," and "Specifications."

**Article II:** The Contract Price. The Local Public Agency will pay the Contractor \$37,731.00 for the performance of the Contract based upon the unit prices stipulated in the "Bid Blank."

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In WITNESS WHEREOF, the parties have caused the Agreement to be executed this 5<sup>th</sup> day of March, 2020.

Contractor: CLR Excavating

By: /s/ Tyler Sagers

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

The President entertained a motion to award the bid and sign the contract as recommended by the Engineer. Brent Saunders made and David K. Smith seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

**BID AWARD – 2020 CULVERT IMPROVEMENTS CSTP 1 PROJECT**

Commissioners were in receipt of the following recommendation and contract:

March 3, 2020

Gallia County Commissioners  
 18 Locust Street, Room 1292  
 Gallipolis, OH 45631

Dear Commissioners,

I have reviewed the proposals for the "2020 Bid for Culvert Improvement CSTP 1" project.

The lowest bid was received from Waugh Construction, Inc. The bid is responsive and below the engineer's estimate. The contactor meets all specifications and is qualified to perform the work.

Therefore, it is my recommendation that the above named project be awarded to Waugh Construction Inc.

Sincerely,

/s/ Brett A. Boothe, P.E., P.S.  
 Gallia County Engineer

**CONTRACT**

**THIS AGREEMENT**, made and entered into this 5<sup>th</sup> day of March, 2020 by and between Waugh Construction, Inc. herein after called the "Contractor," and Gallia County, herein after called the "Local Public Agency

**WITNESSETH**, that the Contractor and the Local Public Agency, for the considerations stated herein, mutually agrees as follows:

**Article I:** Statement of Work. The Contractor shall furnish all supervision, labor, tools, equipment, materials, hauling, and other items necessary to complete the Gallia County 2020 Culvert Replacement Project in accordance with the "Notice to Bidders," and "Specifications."

**Article II:** The Contract Price. The Local Public Agency will pay the Contractor \$75,400.00 for the performance of the Contract based upon the unit prices stipulated in the "Bid Blank."

In WITNESS WHEREOF, the parties have caused the Agreement to be executed this 5<sup>th</sup> day of March, 2020.

Contractor: Waugh Construction

By: /s/ Josh Waugh

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

The President entertained a motion to award the bid and sign the contract as recommended by the Engineer. Brent Saunders made and David K. Smith seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

**BID AWARD – WOODS MILL ROAD AND KRINER ROAD SLIP PROJECT**

Commissioners were in receipt of the following recommendation and contract:

March 3, 2020

Gallia County Commissioners  
 18 Locust Street, Room 1292  
 Gallipolis, OH 45631

Dear Commissioners,

I have reviewed the proposals for the "Woods Mill Road, County Road 59 (Near mile post .36 from State Route 325) Huntington Township, Gallia County and Kriner Road, County Road 26 (Near mile post .40) Green Township, Gallia County" project.

The lowest bid was received from D.G.M., Inc. The bid is responsive and below the engineer's estimate. The contactor meets all specifications and is qualified to perform the work.

Therefore, it is my recommendation that the above named project be awarded to D.G.M., Inc.

Sincerely,

/s/ Brett A. Boothe, P.E., P.S.  
 Gallia County Engineer

MARCH 5, 2020

**CONTRACT**

**THIS AGREEMENT**, made and entered into this 5<sup>th</sup> day of March, 2020, by and between the Board of County Commissioners of Gallia County, Ohio acting by and through Harold G. Montgomery, President, hereinafter designated the Owner, and D.G.M., Inc. of the City Beaver, County of Pike and State of Ohio hereinafter designated the Contractor, for the Project Woods Mill Road and Kriner Road Slip Project for the amount of \$341,680.00.

**WITNESSETH:** That the parties to these present, each in consideration of the undertakings, promises and agreements on the part of the other herein contained, have undertaken, promised and agreed and do hereby undertake, promise and agree, the owner for itself, its successors and assigns,

and the contractor for themselves and their heirs, executors, administrators, successors and assigns, as follows:

That the contractor, in consideration of the sums of money herein specified to be paid by said owner to said contractor, shall and will at D.G.M. Inc. own cost and expense, furnish all labor, materials and equipment necessary to complete the entire project in accordance with the Proposal submitted on February 27, 2020 and in accordance with the Specifications, General Provisions and Special Provisions and the Drawings therein mentioned which Specifications, General Provisions, Special Provisions and Drawings, together with Advertisement, Information for Bidders, Proposal and Bonds are hereby made a part of this Agreement, and incorporated by reference herein, all of work to be fully completed to the satisfaction of the Engineer and to the acceptance of the Board of County Commissioners, Gallia County, Ohio.

Attest: Contractor D.G.M., Inc. By /s/ Mark A. Salisbury

Board of Commissioners, Gallia County, Ohio, By: /s/ Harold G. Montgomery, President  
/s/ David K. Smith, Vice President  
/s/ Brent Saunders, Commissioner

The President entertained a motion to award the bid and sign the contract as recommended by the Engineer. David K. Smith moved and Brent Saunders seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea

**PROSECUTOR OPINION – COUNTY ENGINEER – PURCHASE OF NEW TRUCKS**

Assistant Prosecutor Randy Dupree met with the Commission, County Administrator Karen Sprague and Assistant County Engineer Beth Lozier to advise the financing for the County Engineer's new trucks must be bid as a separate action by the County Commissioners. It was noted the County Engineer does not have the authority to obligate the county in dept. Therefore, President Montgomery noted the Commissioners journal entry for the truck purchase through State of Ohio Cooperative Purchasing on 2/27/2020 Volume 53 Page 112 is approved as that portion of the prior journal entry is approved by the County Prosecuting Attorney's office. However, as noted by Asst. Prosecutor Dupree, the financing for the trucks will need to bid by the County Commission by separate action.

**NATIONAL NUTRITION MONTH 2020 PROCLAMATION**

President Montgomery entertained a motion to adopt and sign the National Nutrition Month 2020 Proclamation as submitted by Holzer Health System. Brent Saunders made and David K. Smith seconded the motion to adopt the proclamation. Roll calls: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea. Also in attendance: Lorie Siders with Holzer Health System.

**National Nutrition Month 2020 Proclamation**

WHEREAS food is the substance by which life is sustained; and  
WHEREAS the type, quality, and amount of food that individuals consume each day plays a vital role in their overall health and physical fitness; and  
WHEREAS there is a need for continuing nutrition education and a wide-scale effort to enhance healthy eating practices;  
NOW, THEREFORE we, Gallia County Commissioners, hereby proclaim the month of March NATIONAL NUTRITION MONTH in Gallia County and we encourage all citizens to join the campaign and become concerned about their nutrition and the nutrition of others in the hope of achieving optimum health for both today and tomorrow.  
Done on the Fifth day of March Two Thousand and Twenty.

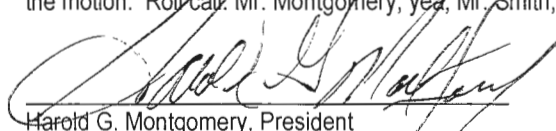
/s/ Harold G. Montgomery, President  
/s/ David K. Smith, Vice President  
/s/ Brent Saunders, Commissioner

**DJFS GRANT ACCEPTANCE**

DJFS Director Dana Glassburn presented a Vehicle Acceptance and Release form for a grant of a 2009 Dodge Caravan from Ohio Governor Mike DeWine's office of Faith-Based and Community Initiatives. President Montgomery entertained a motion to accept. David K. Smith moved and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

**ADJOURN**

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

  
Harold G. Montgomery, President

  
Anette L. Brown, Clerk

  
David K. Smith, Vice President

  
Brent Saunders, Commissioner