

AUGUST 5, 2021

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 M. Eugene Greene, present; Commissioner Q. Jay Stapleton, present.

The President entertained a motion for approval of the July 29, 2021 minutes. M. Eugene Greene moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
DJFS	Dana Glassburn	8/12	Columbus, Ohio	OJFSDA Mtg
DJFS	Dana Glassburn	8/25	Jackson, Ohio	District Mtg

The President entertained a motion to approve travel requests as submitted. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

2021 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
8/1	8	1	0	0	13	0	0	0	14	17	0	0	0	1

FY ' 2021 FAA ARPA GRANT AGREEMENT APPROVAL

Grants Administrator Karen Sprague presented the Commission with FY 2021 FAA American Rescue Plan Act (ARPA) Grant agreement for approval, signing and appropriation of funds. The Grant Agreement notes that Gallia County has been allocated \$32,000 for Gallia-Meigs Regional Airport to be used as follows:

- The grant will reimburse for operation and maintenance expenses incurred no earlier than January 20, 2020. Funds must be drawn within 4 years of the date of grant acceptance. Harold Montgomery entertained a motion to approve and sign the grant agreement as presented. Grant funds drawn will be deposited into the county Airport Authority Fund #036 in a designated revenue line item for tracking purposes.
- These funds will be used to reimburse the County for the cost of repainting the runway numbers and other operational expenses.

Appropriate \$32,000.00 into 036.0036.531103 title 2021 ARPA Grant

Harold Montgomery entertained a motion to approve and sign the grant agreement as presented. M. Eugene Greene moved and Q. Jay Stapleton seconded this motion. Upon roll call votes were as follows: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

SHERIFF – CONSULTANT AGREEMENT

Anette L. Brown, Clerk presented the Commission with the following agreement: The President entertained a motion to approve and sign the agreement as presented. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

CONSULTANT AGREEMENT

This agreement is entered into on August 1, 2021, by and between the Gallia-Jackson-Vinton Joint Vocational School District Board of Education ("Board") and the Gallia County Sheriff's Office ("Consultant"), an independent contractor, for the provision of services by the Consultant to the Board.

1. SERVICES TO BE PROVIDED BY THE CONSULTANT

The Consultant shall provide the service of a Resource Officer for the 2020-2021 contractual year, chosen by mutual agreement between Buckeye Hills and the Sheriff's Office. This Agreement is for one Resource Officer at Buckeye Hills Career Center for 40 hours per week for a total of 200 days. The Contracted Deputy for the detail will remain available to the school for use as much as possible. The Sheriff can call upon the deputy for emergency use as required. During the 2021-22 school year, the deputy working this contract will be required to be a member of the School Resource Association and attend School Resource Officer Conference Training within the year.

The Consultant shall exercise independent professional judgment at all times and shall determine the manner by which the described services are to be rendered. Services shall be provided in accordance with all applicable laws, rules and regulations, including policies and regulations of the Board. The Consultant shall maintain strict confidentiality with respect to all services rendered. Notwithstanding the Consultant's status as an independent contractor, the Board has the right to monitor the Consultant's performance in order to ensure a high level of quality in the services provided and in the relationship between the Consultant and the recipient(s) of services or others with whom the Consultant interacts in performing this Agreement.

2. FEES

The Board shall pay the Consultant \$30.55 per hour if the Resource Officer opts for the single plan.

The Board shall pay the Consultant \$39.74 per hour if the Resource Officer opts for the family plan.

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

The Consultant shall provide necessary uniforms and equipment.

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

Rates are subject to change per the deputy's union contract and if health insurance increases.

3. FREQUENCY OF SERVICES

The Consultant shall provide the quality of services during the term of this Agreement:

Services described in Item No. 1 above.

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4. TERM

This Agreement shall be in effect from August 2021 - July 2022 unless earlier terminated by either party.

The Board may terminate this Agreement at any time by giving notice to the Consultant at the address contained herein if the Board determines, in its sole discretion exercised in good faith, that the Consultant has violated any applicable law, rule, regulation or policy; failed to perform any duty or warranty under this Agreement; or made a misrepresentation which materially affects the level or quality of services; or if the Board is otherwise dissatisfied with the Consultant's performance.

5. RELATIONSHIP OF THE PARTIES

The Consultant is an independent contractor and may not hold himself/herself out to individuals receiving services or to others as the employee or agent of the Board. The Consultant is not required to perform services exclusively for the Board and may perform the same or similar services for others. The Consultant is responsible for all expenses incurred in rendering services under this Agreement, and the Consultant agrees to hold the Board harmless from any such expenses. At his/her sole cost, the Consultant shall maintain all licenses/certifications required by law, shall secure professional liability insurance and any other insurance required by law, and shall pay all taxes and/or fees required by law.

The Consultant shall indemnify and hold the Board harmless from and against any claim asserted by, or any liability to, any person on account of injury, death or damage to property arising out of the Consultant's acts or omission in the performance of the Agreement. If required by law, the Board shall make contributions to the Public School Employees Retirement System on behalf of the Consultant. Any services provided by the Consultant pursuant to this Agreement are in the nature of personal services and may not be subcontracted or assigned without the prior written consent of the Board.

6. MISCELLANEOUS PROVISIONS

This Agreement creates no third party beneficiaries.

This document sets forth the entire Agreement of the parties and supersedes all prior agreements or contracts, whether oral or written, between the parties.

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

BOARD OF EDUCATION:
G-J-V Joint Vocational School District

s/ Matthew D. Champlin, Sheriff 8/2/2021

s/ Jamie L. Nash, Superintendent 7/29/2021

As approved to form:

s/ Randy Dupree, Assistant Prosecutor 8/4/2021

Gallia County Commissioners:

s/ Harold G. Montgomery, President 8/5/2021

s/ M. Eugene Greene, Vice President 8/5/2021

s/ Q. Jay Stapleton, Commissioner 8/5/2021

SHERIFF – FAYETTE COUNTY – AGREEMENT

Anette L. Brown, Clerk also presented the Commission with the following agreement: The President entertained a motion to approve and sign the agreement as presented. M. Eugene Greene moved and Q. Jay Stapleton seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

FAYETTE COUNTY SHERIFF'S OFFICE
MEMORANDUM OF AGREEMENT FOR JAIL SERVICES

Upon the recommendations of the Sheriffs of Fayette County, Ohio and Gallia County, Ohio, this Agreement is entered into this __ day of _____, 2021 between the Board of Fayette County Commissioners, (hereafter, the Board of Fayette County Commissioners and Sheriff are jointly referred to as "Fayette County") and the Board of Gallia County Commissioners (hereafter, the Board of Gallia County Commissioners and Sheriff are jointly referred to as "Gallia County"), for Fayette County's acceptance and incarceration of Gallia County prisoners at the Fayette County Jail. In consideration of pertinent provisions of the Ohio Revised Code as well as the mutual covenants, agreements and conditions set forth herein, the parties agree as follows:

1. Definitions: For the purposes of this Agreement, the following words and terms shall have the indicated meanings: "Prisoner" means an inmate held at the Fayette County Jail pursuant to ORC 341.12 and/or on charges relating to an offense in Gallia County's jurisdiction before sentencing regardless of the offense charges, or after sentencing when the inmate is convicted or sentenced. "Per day" means any calendar date during which Fayette County holds a prisoner or holds a bed for Gallia County under this Agreement.
2. Gallia County agrees to send Fayette County and Fayette County agrees to accept from Gallia County such prisoners as Gallia County is unable to care for and to provide custody supervision, confinement and board for Gallia County's prisoners. Gallia County shall furnish all transportation for prisoners to and from the Gallia County Jail for any and all purposes. Fayette County shall receive Gallia County prisoners into custody upon being furnished with a copy of the process of commitment/booking paperwork, and Gallia County shall provide all other proper documentation for said commitment. Gallia County shall retain all Gallia County prisoner personal property and any prisoner brought to Fayette County for housing shall be in a Gallia County prisoner uniform.
3. Fayette County shall maintain the Fayette County Jail in accordance with applicable minimum adult detention center standards of the State of Ohio as well as other pertinent laws, rules or regulations. Fayette County shall maintain, support and safely keep Gallia County prisoners in the same manner and condition as its own prisoners.
4. Fayette County shall use diligence and care in preventing the escape of Gallia County prisoners. In case of an escape, Fayette County will make diligent efforts within the territorial limits of Fayette County to recover and return any escaped Gallia County prisoner to the Fayette County Jail. However, Fayette County shall not be under any obligation to recover and/or return any escaped Gallia County prisoner from outside the territorial limits of Fayette County, Ohio.
5. Gallia County agrees to pay Fayette County the sum of Sixty-five dollars (\$65.00) per day, as full compensation for receiving, supervising, confining & boarding each prisoner. Provided, however, should the actual cost to Fayette exceed Sixty-five (\$65.00) per day by reason of having to confine such prisoner under the provisions of one of the collateral contractual agreements of Fayette County, then Gallia County agrees to pay Fayette County the actual cost incurred by Fayette County under its contractual arrangements.
6. For the purpose of determining compensation to be paid, any calendar day or part thereof of confinement, shall constitute one day.
7. Fayette County will invoice Gallia County monthly for its use of beds. Gallia County agrees to pay each invoice within thirty (30) days of the date of the invoice. Compensation for rendering of the services hereinbefore described during such calendar month shall be paid by Gallia County on or before the 15th of each month.

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- 8. Gallia County shall be responsible for transporting Gallia County's prisoners to all non-emergency medical and/or dental appointments. In the event a Gallia County prisoner is hospitalized, Gallia County shall be responsible for the security of such Gallia County prisoner during their hospital stay.
- 9. Gallia County agrees they are responsible for the cost and expense of all medical, dental, vision, and prescriptions required by a Gallia County prisoner.
- 10. Gallia County authorizes Fayette County to determine whether and when a Gallia County prisoner requires emergency medical and/or dental care. Fayette County will immediately notify the shift commander or other officer in charge designated by Gallia County when Fayette County has authorized the removal of a Gallia County prisoner for emergency medical and/or dental care.
- 11. Gallia County agrees that upon notice that a Gallia County prisoner has been removed for emergency medical, and/or dental care, Gallia County shall immediately assume responsibility for guarding such Gallia County prisoner until he or she is returned to the Fayette County Jail. Written notice shall be given under this paragraph as soon as practicable after a prisoner has been removed for emergency medical and/or dental care.
- 12. Gallia County agrees they are responsible for any ambulance/life squad fees as well as Thirty-Five dollars (\$35.00) per hour fee payable to Fayette County for the personnel to provide the medical escort to and/or from the emergency room and/or until such time as Gallia County has relieved Fayette County from the medical escort for all Gallia County prisoners. (minimum 2 hour charge)
- 13. Fayette County agrees that where hospital service is required for any such prisoner, such services shall be provided at Adena Fayette Medical Center, unless the emergency of the situation prevents such use.
- 14. Fayette County agrees to obtain written approval from Gallia County before obtaining any nonemergency medical, and/or dental device or appliance for a Gallia County prisoner. Examples of such devices and appliances include but are not limited to eyeglasses, trusses and braces. Gallia County agrees to pay for the cost of any approved device or appliance plus all care and services related to providing any approved item.
- 15. Gallia County may elect to allow Gallia County prisoners to use the inmate medical and/or dental services contracted by Fayette County for non-emergency care. Gallia County shall notify Fayette County of such elections in writing. If Gallia County so elects, Gallia County agrees to pay the pertinent Medicaid rates established under HB 66 for all medical services provided and billed to Gallia County prisoners.
- 16. Fayette County will provide invoices, as received by providers, to Gallia County. Gallia County agrees to pay these within thirty (30) days of receipt directly to the provider of services.
- 17. Gallia County agrees to pay any cost or expense attributable to the burial of a Gallia County prisoner who dies while confined at the Fayette County Jail and/or Fayette County Incarceration Facility.
- 18. Fayette County reserves the right, in its sole discretion, to reject, refuse, and/or have removed, any Gallia County prisoner regardless of contracted bed availability.
- 19. Fayette County shall not be responsible for returning a Gallia County prisoner to Gallia County upon the completion of said prisoner's sentence. Gallia County shall pick up all prisoners who have completed their sentence and release them from their facilities.
- 20. Fayette County may maintain and support a Gallia County prisoner whose confinement extends beyond the terms of this Agreement consistent with the terms set forth in this Agreement or any subsequent modification or agreement entered into between the parties.
- 21. Gallia County shall reimburse Fayette County for any and all damage to the Fayette County Jail, its fixtures, appliances, equipment or other property owned by Fayette, caused by Gallia County prisoners, intentionally or negligently.
- 22. Gallia County shall have no obligation to reimburse Fayette for ordinary wear and tear to Fayette's real and personal property or for any personal injury to any of Fayette County's officials, agents, or employees caused by Gallia County's prisoners.
- 23. Nothing contained in this Agreement is intended to create or establish the relationship of a partnership, joint venture or other business organization between the parties hereto nor to create an agency, representative or employment relationship between the parties. Neither party nor their respective employees shall be considered an employee of the other party, nor shall they acquire or be entitled to any compensation, rights, benefits and/or participation of any kind whatsoever offered by the other party, including, without limitation, participation in Ohio Public Employees Retirement System, worker's compensation coverage and/or benefits, medical and hospital care, sick and vacation leave, unemployment compensation, disability and severance pay.
- 24. No Gallia County prisoner, other person, or organization, other than the parties hereto shall have any interest hereunder, and nothing contained herein shall be construed so as to give any Gallia County prisoner, other person or organization other than the parties hereto any legal or equitable right, remedy or claim under or in respect to this Agreement.
- 25. Fayette and Gallia Counties shall maintain liability insurance coverage in a minimum amount of \$1,000,000.
- 26. Fayette and Gallia Counties shall provide each other with written proof of coverage.
- 27. If Gallia County is not a CORSA insured county, Gallia County shall, if possible, name Fayette County as an additional insured under Gallia County's liability insurance.
- 28. Fayette County and Gallia County are not responsible for the action(s) or inaction of the other including their respective employees, officers, or agents and shall not be liable in damages to the other for services rendered or failure to render services under this agreement including but not limited to inadequacy of equipment, or for the negligence, misfeasance or nonfeasance of their employees or for any other cause related to the rendering of services under this agreement.
- 29. The term of this Agreement shall be from the ___ day of _____, 2021 and continue until December 31, 2021.
- 30. This Agreement may be modified, extended and/or terminated upon the mutual agreement of the parties. Any such extension, modification and/or termination shall not become effective until set forth in writing and executed by both parties.
- 31. Gallia County agrees to remove and transport Gallia County prisoners from Fayette County within five (5) days of the termination date.
- 32. The law of the State of Ohio shall apply to the construction and interpretation of this Agreement and any dispute between the parties shall be determined in the Fayette County, Ohio Common Pleas Court.

IN WITNESS WHEREOF, the parties hereto have set their hands on the following dates with signatures.

Fayette County Board of Commissioners	Gallia County Board of Commissioners
BY: _____	BY: <u>s/ Harold G. Montgomery, President</u>
BY: _____	BY: <u>s/ M. Eugene Greene, Vice President</u>
BY: _____	BY: <u>s/ Q. Jay Stapleton, Commissioner</u>
Sheriff of Fayette County	Sheriff of Gallia County
<u>s/ Vernon P. Stanforth, Sheriff</u>	<u>s/ Matthew D. Champlin, Sheriff</u>

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ECONOMIC DEVELOPMENT UPDATE

Gallia County Economic & Community Development Director Elisha Orsbon gave an update on Economic Development to the commissions. No action taken.

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 consider the employment of a public employee. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea. Returned to regular session at 10:31 a.m.; no action taken.

EMPLOYEE – DJFS – RESIGNATION

JFS Director Dana Glassburn presented and recommended the acceptance of Courtney Bauerbach resignation from GCDJFS with final day being August 13, 2021. The President entertained a motion to accept the resignation as presented. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

EMPLOYEES– DJFS – NEW HIRE

JFS Director Dana Glassburn recommended the following new hire with an effective hire date to be determined by the Director upon successful completion of preliminary employment screening processes and in accordance with ORC 5101:2-33-55 (B) (1). As a condition of employment, authorizing unpaid leave for the week of August 16, 2021 and the week of December 13, 2021 for existing pre-paid vacations. Jennifer Riffle Child Protective Services Case Manager 2, Classification number 34136; Position control # 50005.0. Q. Jay Stapleton moved to approve the new hire with recommendation of the DJFS Director and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

PUBLIC CHILDREN SERVICES ASSOCIATION OF OHIO - MOU AGREEMENT

Director Dana Glassburn presented the following MOU agreement for approval. The President entertained a motion to approve. M. Eugene Greene moved and Q. Jay Stapleton seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is made and entered into as of July 1, 2021 (Effective Date), by and between Public Children Services Association of Ohio, a nonprofit corporation organized under the laws of the State of Ohio ("PCSAO"), and Gallia County Department of Job and Family Services, a governmental entity organized under the laws of Ohio ("County PCSA"). PCSAO and County PCSA are sometimes referred to individually as a Party and collectively as the Parties.

PCSAO is a membership-driven association of Ohio's county Public Children Services Agencies that advocates for and supports child protection program excellence and sound public policy for safe children, stable families, and supportive communities in Ohio.

In furtherance of Parties' respective missions, the Parties wish to work together and collaborate with each other to plan and implement the Ohio START (Sobriety, Treatment, and Reducing Trauma) program which is an evidence-informed children services-led intervention model that helps public children services agencies (PCSAs) bring together caseworkers, behavioral health providers, and family peer mentors into teams dedicated to helping families struggling with co-occurring child maltreatment and substance use disorder. Specifically, the Parties will work together to implement Ohio START in partnership with the Ohio START Leadership Council.

This Agreement is supported by grant number G-2223-06-0069 awarded by the Ohio Department of Job and Family Services. The award date is July 1st, 2021. This agreement is also supported by grant number 2100821 awarded by Department of Health and Human Services, Substance Abuse and Mental Health Services Administration. The Federal award identification (FAIN) is H79TIC83294 and the federal award date is March 31st, 2021.

This Agreement shall commence upon the Effective Date and shall continue until June 30, 2023 (Term), unless sooner terminated under Section 8.2 of this Agreement or modified/amended pursuant to a written agreement of the Parties as specified in Section 16.8 of this Agreement

* The full agreement is on file in the Commissioner's office and DJFS.

CHILD SUPPORT AWARENESS MONTH - PROCLAMATION

Director Dana Glassburn presented the following proclamation for approval. The President entertained a motion to approve. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

Child Support Awareness Month Proclamation

Whereas, Ohio acknowledges that support from both parents is essential to meeting children's physical, social, and emotional needs and laying the groundwork for their future success; and

Whereas, Ohio is committed to helping families access community resources that can help them overcome barriers to paying child support; and

Whereas, Ohio's Child Support Program is dedicated to collaborating with multiple agencies and organizations to strengthen families and prioritize children's well-being; and

Whereas, Ohio recognizes parents, child support professionals, government agencies, employers, and other partners that help ensure children receive the support they need; and

Now therefore, we the Gallia County Commissioners do hereby proclaim the month of August as Child Support Awareness Month in the County of Gallia, State of Ohio, on this day 5th day of August 2021.

s/ Harold G. Montgomery, President

s/ M. Eugene Greene, Vice President

s/ Q. Jay Stapleton, Commissioner

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AT&T FAX LINES – CONTRACT

Sherry Daines presented AT&T Ohio contract with term of 36 months effective Term Start Date, the next calendar day following initial implementation of Service in the applicable AT&T systems. Q. Jay Stapleton made a motion to approval of the contract and for Harold G. Montgomery as president of Gallia County Commissioners to sign the contract and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

EXECUTIVE SESSION – 911- PERSONNEL

At 10:47 a.m. the president entertained a motion to enter into executive session with 911 Director Sherry Daines to consider the employment of a public employee. M. Eugene Greene moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea. Returned to regular session at 10:56 a.m.; no action taken.

BID OPENING – CDBG GCDD SCHOOL ROOF REPLACEMENT

Grant Administrator Karen Sprague noted the CDBG GCDD Roof Replacement is being funded 50/50 by Gallia County and Gallia County Developmental Disabilities and the cost estimate is \$373,842.00. At 11:00 a.m. the president opened the following bids:

Company	Bid	
Tri State Roofing & Sheet Metal Company	1) \$216,547	
	2) \$28,000	2,800.00 AB
Hash's Construction Co. Inc.	1) \$296,000	
	2) \$54,000	5,400.00 AB
Boggs Roofing, Inc	1) \$254,230	
	2) \$29,005	2,905.00 AB
Fairfax, Inc.	1) \$243,000	
	2) \$1,850	
Carl T. Johnson Co., Inc.	1) \$364,293	
	2) \$7,334	
Simplified Living LLC dba Heartland Construction	1) \$261,000	
	2) \$18,000	

The bids were turned over to Grant Administrator Karen Sprague for review and recommendation from the Project Architect Jim Thomas and concurrence from the GCDD Board. The following were in attendance: Molly Hash, Hash's Construction Co., Inc.; Ian Russell, Fairfax, Inc.; Evan Huddle, Boggs Roofing; Brad Wittekind, CTJ Roofing; Melinda Kingery, GCBDD; and Tony Gallagher, City Commissioner.

GALLCO BLUIDING LEASE

GCDD Superintendent Melinda Kingery and GMCAA Director Lori Rawson and GMCAA President Tony Gallagher discussed a 20-year leasing or purchase of the Gallco building. Harold G. Montgomery noted that they would need time to review options. No action taken.

EXECUTIVE SESSION – 911- PERSONNEL

At 11:26 a.m. the president entertained a motion to enter into executive session with 911 Director Sherry Daines to consider the employment of a public employee. M. Eugene Greene moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea. Returned to regular session at 11:40 a.m.; no action taken.

EXECUTIVE SESSION – SHERIFF

At 11:42 a.m. the president entertained a motion to enter into executive session with Sheriff Matthew D. Champlin, Chief Deputy Troy Johnson, and administer Heather Casto for collective bargaining matters. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea. Returned to regular session at 12:38 p.m.; no action taken.

***1:00 pm – The Commissioners Harold G. Montgomery, M. Eugene Greene, and Q. Jay Stapleton met with Granger and DLZ for the Jail OAC meeting in the Granger field office conference room, 537 2nd Ave. Gallipolis, Ohio.**

HOTEL LODGING TAX DISTRIBUTION

Anette L. Brown, Clerk to Board of Commissioners presented to the Commission the distribution of the 2nd Quarter 2021 hotel lodging tax from the County Auditor, reporting \$52,258.53 being made to the Ohio Valley Visitor's Center. Noted seven (7) no returns/payment for the following: Paul Terr-Blanche (Air BnB) 2nd Qtr. 2019 - 2nd Qtr. 2021, Our Little House on the Corner, Our Little Americana Charm, Our Little Mellow Yellow, Our Little Orange-A-Peel, Our Little Green with Envy and Whispering Pines Cabin. The report is on file in the Commissioner's office.

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ONE OHIO - RESOLUTION

Anette L. Brown, Clerk also presented the Commission with the following resolution for approval: The President entertained a motion to approve and sign the resolution. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

COUNTY OF GALLIA, OHIO

Resolution No. N/A

A RESOLUTION TO ACCEPT THE MATERIAL TERMS OF THE ONE OHIO SUBDIVISION SETTLEMENT PURSUANT TO THE ONE OHIO MEMORANDUM OF UNDERSTANDING AND CONSISTENT WITH THE TERMS OF THE JULY 21, 2021 NATIONAL OPIOID SETTLEMENT AGREEMENT

A RESOLUTION AUTHORIZING the Prosecuting Attorney and/or any other Appropriate County Representative to execute the Participation Agreement for the OneOhio Subdivision Settlement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation ("Settling Distributors") pursuant to the OneOhio Memorandum of Understanding regarding the pursuit and use of potential opioid litigation settlement funds and consistent with the material terms of the July 21, 2021 proposed National Opioid Distributor Settlement Agreement available at <https://nationalopioidsettlement.com/>.

WHEREAS, the County of Gallia, Ohio (herein "County") is a county entity formed and organized pursuant to the Constitution and laws of the State of Ohio; and

WHEREAS, the people of the State of Ohio and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Opioid Pharmaceutical Supply Chain; and

WHEREAS, the State of Ohio, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Opioid Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance; and

WHEREAS, the State of Ohio, through its Governor and Attorney General, and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Ohio; and

WHEREAS, the State and its Local Governments, subject to completing formal documents effectuating the Parties Agreements, have drafted and Gallia County has adopted, and hereby reaffirms its adoption of, a OneOhio Memorandum of Understanding ("MOU") relating to the allocation and the use of the proceeds of any potential settlements described; and

WHEREAS, the MOU has been collaboratively drafted to maintain all individual claims while allowing the State and Local Governments to cooperate in exploring all possible means of resolution; and

WHEREAS, the Board understands that an additional purpose of the MOU is to create 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 Ohio, as well as to permit collaboration and explore potentially effectuation earlier resolution of the Opioid Litigation against Opioid Pharmaceutical Supply Chain Participants; and

WHEREAS, nothing in the MOU binds any party to a specific outcome, but rather, any resolution under the MOU requires acceptance by the State of Ohio and the Local Governments; and

WHEREAS a settlement proposal is being presented to the State of Ohio and Local Governments by distributors AmerisourceBergen, Cardinal, and McKesson (collectively the "Settling Distributors") to resolve governmental entity claims in the State of Ohio using the structure of the OneOhio MOU and consistent with the material terms of the July 21, 2021 proposed National Opioid Distributor Settlement Agreement; and

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WHEREAS, this Board wishes to agree to the material terms of the proposed National Opioid Distributor Settlement Agreement with the Settling Distributors (the "Proposed Settlement"):

NOW THEREFORE, BE IT RESOLVED By THE BOARD OF COMMISSIONERS OF GALLIA COUNTY, OHIO,

Section 1. That this Board hereby accepts and its designee or legal representative is hereby authorized to accept the Proposed Settlement on behalf of Gallia County, pursuant to the terms of the One Ohio MOU.

Section 2: FURTHER, this Board finds and determines that all formal actions of this board concerning and relating to the adoption of this resolution were taken in an open meeting of this board and that all deliberations of this board and of any committees that resulted in those formal actions were in meetings open to the public, in compliance with the law, including R.C. 121.22.

Section 3: This Resolution is of utmost importance and time is of the essence, and it is found to be necessary for the preservation of the public peace, health, welfare and safety of Gallia County to ensure prompt pursuit of funds to assist in abating the opioid epidemic throughout Ohio. This Resolution shall take full force and effect immediately upon ratification.

Mr. Q. Jay Stapleton introduced this resolution by motion and Mr. M. Eugene Greene seconded the motion and roll being called upon its adoption the vote resulted in as follows:

- Commissioner Harold Montgomery Yes
- Commissioner Eugene Greene Yes
- Commissioner Q. Jay Stapleton Yes

Adopted this 5th day of August, 2021.

s/ Anette L. Brown, Clerk

BOARD OF COMMISSIONERS
OF GALLIA COUNTY, OHIO
s/ Harold G. Montgomery, President
s/ M. Eugene Greene, Vice President
s/ Q. Jay Stapleton, Commissioner

CLERK'S CERTIFICATION

I certify that the foregoing is a true and correct copy of Commissioner's Resolution #N/A adopted on 5th of August, 2021 and journalized in Commissioner's Journal at Page # 257 Journal # 54.

s/ Anette L. Brown, Clerk

Approved at to form

s/ Randy Dupree, Assistant Prosecuting Attorney

ONEOHIO SUBDIVISION PARTICIPATION FORM

M. Eugene Greene made the motion to approval for Harold G. Montgomery as president of Gallia County Commissioners to sign the OneOhio Subdivision Participation form and Q. Jay Stapleton seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

ADJOURN

The President entertained a motion to adjourn at 4:00 p.m. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

Harold G. Montgomery
Harold G. Montgomery, President

Anette L. Brown
Anette L. Brown, Clerk

M. Eugene Greene
M. Eugene Greene, Vice President

Q. Jay Stapleton
Q. Jay Stapleton, Commissioner