

AUGUST 26, 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 August 19, 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:
Commissioners	Harold G. Montgomery & Melissa Clark	8/30	Cambridge, Ohio	CCAO Mtg
DJFS	Dana Glassburn	9/9	Columbus, Ohio	OJFSDA Mtg
DJFS	Dana Glassburn	9/10	Columbus, Ohio	OJFSDA General Session
DJFS	Dana Glassburn	9/29	Jackson, Ohio	District Mtg
DJFS	Dana Glassburn	9/29 – 10/1	Columbus, Ohio	PCSAO 3-day Conference

The President entertained a motion to approve travel requests as submitted. M. Eugene Greene moved and Q. Jay Stapleton 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
8/22	15	0	0	0	0	0	0	0	0	29	0	0	0	1

FINANCIAL REPORT REVIEW

County Administrator Melissa Clark provided the Commission with the following financial report:

- August Sales Tax Report
- 2020 Real Estate Tax 2ND Half Settlement completed August 2021-
 - 2020 County General Fund portion = \$910,899.00 compared to 2019 County General Fund portion \$881,071.02
- 2022 General Fund Department Budget Requests – total \$13,809,155.31

HOPEWELL LEASE - ROOF REPAIR

County Administrator Melissa Clark notified the Commission of correspondence with Kevan Mock, Hopewell, regarding roof damage to at least one of the leased buildings from a recent hail storm. Mr. Montgomery noted he had called and talk to him at the time of the storm and was told they had inspected the roof and had no damage. Also noting the lease agreement has Hopewell responsible for maintenance of up keep. No action taken.

EXECUTIVE SESSION – PERSONNEL

At 9:38 a.m. the President entertained a motion to enter into executive session with Melissa Clark, County Administrator, 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 9:56 a.m.; no action taken.

**ENGINEERING AGREEMENT FOR SERVICES
TARA ESTATES SEWER REPLACEMENT PROJECT**

Grants Administrator Karen Sprague presented the Commission with an Engineering Agreement from DLZ for services for the Tara Estates Sewer Replacement Project in the amount of \$180,431.25. Ms. Sprague noted that this Agreement request includes the following scope of services:

- Design and engineering for the rehabilitation of the sanitary sewers in the Tara Estates Subdivision. The services will also include administering the bidding process and contract administration and construction observation for 5 months.

Ms. Sprague noted that full project funding has not been obtained at this time, therefore it is her recommendation the engineering agreement be approved contingent upon full project funding approval. Ms. Sprague noted the engineering agreement is a required document for the HB 168 ODOT Water & Wastewater Program funding application she will submit later today. Harold Montgomery entertained a motion to approve the Agreement as presented contingent upon full project funding approval. M. Eugene Greene made and Q. Jay Stapleton seconded that motion. Upon roll call votes were as follows: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

All forms were signed by Harold G. Montgomery, as President of the Commission, and they are on file in the County's Tara Estates Sewer Replacement files.

AUGUST 26, 2021

ENGINEERING AGREEMENT FOR SERVICES
GCDD WWTP IMPROVEMENTS PROJECT

Grants Administrator Karen Sprague presented the Commission with an Engineering Agreement from DLZ for services for the GCDD WWTP Improvements Project in the amount of \$71,250. Ms. Sprague noted that this Agreement request includes the following scope of services:

- Design and engineering for improvements to the GALLCO Hopewell Lease Property WWTP. The services will also include administering the bidding process and contract administration and construction observation for 2 months.

Ms. Sprague noted that full project funding has not been obtained at this time, therefore it is her recommendation the engineering agreement be approved contingent upon full project funding approval. Ms. Sprague noted the engineering agreement is a required document for the HB 168 ODOD Water & Wastewater Program funding application she will submit later today. Harold Montgomery entertained a motion to approve the Agreement as presented contingent upon full project funding approval. Q. Jay Stapleton made and M. Eugene Greene seconded that motion. Upon roll call votes were as follows: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

All forms were signed by Harold G. Montgomery, as President of the Commission, and they are on file in the County's GCDD WWTP Improvements Project files.

CDBG GRANTS – 2021 UPDATE ORGANIZATIONAL CONTACTS-USER ROLE FORMS RESOLUTION

Grants Administrator Karen Sprague presented the Commission with the Organizational Contacts Form and Ocean User & Role Assignment Form to update persons allowed to sign for CDBG grants draws for 2021, persons allowed to perform actions in Ocean the states online grant management system and a new feature allowing persons authorized to send and receive files to OCD. This updated form must be emailed to ODOD by 9/1/2021. Ms. Sprague noted the organizational contacts & user role forms are being updated the following persons: County CEO Harold Montgomery, County Administrator Melissa Clark, County Grants Administrator Karen Sprague, County ED Director Elisha Orsbon & GMCAA Rehab Specialist Phil Taylor. Ms. Sprague noted Data Confidentiality Agreements have been signed by Clark, Sprague & Orsbon who all will have OCD File Upload & Download access. Harold Montgomery entertained a motion that the forms be approved and signed as presented. M. Eugene Greene made and Q. Jay Stapleton seconded that motion. Upon roll call votes were as follows: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea. The form is on file in the County's CDBG grant files.

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.

Gallia County Local School District

4836 SR 325
Patriot, OH 45658

Office: 740-379-9085
Fax: 740-379-9135

CONSULTANT AGREEMENT

This Agreement is entered into on the 4th day of August, 2021 by and between the Gallia County Local School District Board of Education ("Board") and Gallia County Sheriff's Office (Consultant"), an independent contractor, for the provision of services by the Consultant to the Board.

I. SERVICES TO BE PROVIDED BY THE CONSULTANT

The Consultant shall provide the following services:

The Service of two (2) full time School Resource Deputies for eight (8) hour per day each for the 2021-2022 school year. The Student Resource Deputies will be assigned by the Gallia County Local School Board.

The Consultant shall exercise independent professional judgment at all time 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.

II. FEES

The Board shall pay the Consultant \$25.20 per hour for Deputy A plus an additional \$166.67 monthly for his insurance incentive and \$42.67 per hour for Deputy B for the 2021-2022 school year. These rates include family insurance plans are subject to change to allow for wage increases per their FOP contract and increases in hospitalization. The Consultant shall provide documentation of services as required by the Board, and payment shall be made within thirty (30) days of receipt of documentation. The Board shall pay \$200 per month per cruiser to the Gallia County Sheriff's Office.

III. FREQUENCY OF SERVICES [Select Option]

The Consultant shall provide the described services on an as-needed basis upon request of the Board's superintendent, who shall have the sole discretion to determine the quantity of services, if any, to be provided by the Consultant under this Agreement; use of the Consultant shall not create any expectation regarding further use, and the Board shall have no continuing obligation to utilize the services of the Consultant during the term of this Agreement or thereafter.

OR

The Consultant shall provide the following quantity of services during the term of this Agreement, two (2) full time School Resource Deputies for eight (8) hours per day each.

IV. TERM

This Agreement shall be in effect from the assignment from August 2021 through May 2022 unless earlier terminated by the Board. The Board or consultant may terminate this Agreement at any time by giving notice to the other party at the address contained herein if the Board or consultant determines, in its sole discretion exercised in good faith, that the other party 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.

AUGUST 26, 2021

V. 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 or 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 omissions in the performance of the Agreement. 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.

The Gallia County Sheriff's Office will be the exclusive provider of this service during this agreement.

VI. 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

s/ Matthew D. Champlin, Sheriff Date: 8/16/2021

s/ Randy Dupree, Assistant Prosecuting Attorney Date: 8/17/2021

s/ Harold G. Montgomery, President Date: 8/26/2021

s/ M. Eugene Greene, Vice President Date: 8/26/2021

s/ Q. Jay Stapleton, Commissioner Date: 8/26/2021

BOARD OF EDUCATION

Gallia County Local School District
4836 SR 325
Patriot, OH 45658

s/ Phillip Kahn, Superintendent Date: 8/4/2021

EXECUTIVE SESSION – PERSONNEL

At 10:16 a.m. the President entertained a motion to enter into executive session with 911/EMA/LEPC Director Sherry Daines, 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 10:25 a.m.; no action taken.

EMPLOYEE – 911 – RESIGNATION

911 Director Sherry Daines requests the Commissioners acceptance of the resignation of a full-time employee Robert Hood effective September 3, 2021. The President entertained a motion to accept the resignation as recommended by Director Daines. M. Eugene Greene moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

EMA RESOLUTION

The President entertained a motion for approval of the following resolution presented by 911/EMA/LEPC Director Sherry Daines. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

RESOLUTION TO ENTER INTO A WRITTEN AGREEMENT WITH OTHER POLITICAL SUBDIVISIONS TO ESTABLISH EMERGENCY MANAGEMENT SERVICES PURSUANT TO SECTION 307.5 OF THE OHIO REVISED CODE, AND TO CONTINUE TO PROVIDE SUPPORT AND FUNDING PURSUANT TO THE COUNTY AGREEMENT

WHEREAS, there now exists in the County of Gallia an Emergency Management organization pursuant to Chapter 5502.271 of the Ohio Revised Code; and

WHEREAS, the General Assembly of the State of Ohio has enacted Amended Substitute H.B. No 131, which changed the name of the Disaster Services Agency to the Emergency Management Agency and made other changes in the Civil Defense Law; and

WHEREAS, there now exists a need to include the terms of Civil Defense and Disaster Services under the title of Emergency Management; and

WHEREAS, the coordination of emergency management activities within Gallia County, including measures and actions designated or undertaken to minimize the effects upon the population causes or which could be caused by natural, technological or man-made incidents, emergencies, disasters, or enemy attack, is of paramount importance to all of the local governments of the county; and

WHEREAS, the Board of County Commissioners has been a participant in the Emergency Management Agency of Gallia County and has established the Emergency Management Agency of Gallia County; and

WHEREAS, the Board of County Commissioners is authorized by Section 307.15 of the Ohio Revised Code to enter into a written contract with other political subdivisions of the county to provide County Emergency Management Services, and to provide financial support to the agency for the protection, health and safety of the citizens of Gallia County pursuant to the legislation and agreement pertaining thereto; now, therefore, upon motion of Commissioner

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF GALLIA COUNTY, OHIO:

Section 1. That the attached agreement with other political subdivisions of Gallia County to establish a county Emergency Management Agency is hereby approved.

Date: 8-26-2021

Board of Gallia County Commissioners

s/ Harold G. Montgomery, President

s/ M. Eugene Greene, Vice President

s/ Q. Jay Stapleton, Commissioner

Attest: s/ Anette L. Brown, Clerk

AUGUST 26, 2021

EXECUTIVE SESSION – DJFS – UNION CONTRACT

At 10:27 a.m. the president entertained a motion to enter into executive session with JFS Director Dana Glassburn to discuss 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 11:17 a.m.; no action taken.

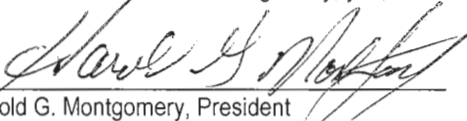
JAIL PROJECT – ELECTRIC CONNECTION

Granger, Matt Bauer met with the Commissioners to give an update on the Courthouse Shutdown Schedule with the electrical connection for the jail project. I.T. Director John Grubb was also in attendance. No action taken.

* At 1:30 p.m. the Commissioners and County Administrator Melissa Clark attended the Green Sewer 2 Construction meeting in the 2nd floor meeting room.

ADJOURN

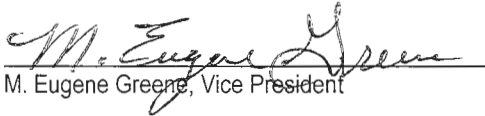
The President entertained a motion for adjournment at 4:00. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.



 Harold G. Montgomery, President



 Anette L. Brown, Clerk



 M. Eugene Greene, Vice President



 Q. Jay Stapleton, Commissioner