

NOVEMBER 18, 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 November 9, 2021 minutes. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
Treasurer	Steve McGhee	11/16 – 11/19	Columbus, Ohio	2021 Fall Conference
Commissioners	Harold G. Montgomery & Melissa Clark	11/18	Waverly, Ohio	OVRDC Exec. Committee Mtg
Commissioners	Harold G. Montgomery	11/19	Wellston, Ohio	Solid Waste Dist. 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
11/14	7	5	2	0	0	0	0	0	7	38	0	0	0	4

FINANCIAL REPORT REVIEW

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

- 21st Amended Certificate of Estimated Resources
- November 2021 Sales Tax Report

OPWC FRESH WATER REFINANCE LOAN APPLICATIONS – USDA LOANS SERIES: 2000A, 2000B, 2013

County Administrator Melissa Clark presented the Commission with three (3) OPWC Fresh Water Refinance Loan Application forms for approval for the refinancing of the following loans and estimated amounts to be refinanced:

- USDA Loan, Series 2000A (Bidwell-Porter Sewer) - \$1,239,400
- USDA Loan, Series 2000B (Bidwell-Porter Sewer) - \$156,100
- USDA Loan, Series 2013 (Kanagua Addison Sewer) - \$1,746,600

Ms. Clark noted by refinancing the respective USDA loans for a lower interest rate will provide substantial cash savings over the course of the loans. Ms. Clark noted that she has been working with Michael Burns, Managing Director Ohio Public Finance – Baird through the process. President Montgomery entertained a motion to approve and sign the three (3) OPWC Fresh Water Refinance Loan Applications as presented. Q. Jay Stapleton made and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

EXECUTIVE SESSION – DJFS - PERSONNEL

At 10:18 a.m. the president entertained a motion to enter into executive session with JFS Director Dana Glassburn to 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 10:40 a.m.; no action taken.

EMPLOYEE – DJFS – NEW HIRE

Dana Glassburn, GCDJFS Director, 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). Brandi McGuire Eligibility Referral Case Manager 2, Classification number 17223 Position control # 21007.0. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion to approve the new hire with Director Glassburn recommendation. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

EMPLOYEE – DJFS – SALARY TO HOURLY

Dana Glassburn, Director of Gallia County Department of Job and Family Services, (GCDJFS), recommended that Kathy Campbell, GCDJFS Business Administrator, to be moved from a salary employee to an hourly employee in said position, effective January 1, 2022. In addition, Director Glassburn recommended that Ms. Campbell be paid out her vacation balance that exceeded the one year carry over as of December 31, 2021 and that any unused flex time accumulated as of December 31, 2021 shall be lost. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion to approve the with Director Glassburn recommendation. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

HONOR GUARD VFW POST 4464 - COATS

Honor Guard VFW Post 4464, Commander Bill Mangus, John Wilson, Tom Abrahamson, Henry Maynard, Hollis Myers, Carroll Tayler and Charles Huber met with the commission to request assistant in purchasing coats for the Honor Guard. M. Eugene Greene moved to purchase new coats for the Honor Guard and Q. Jay Stapleton seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea. The Honor Guard VFW Post 4464 presented the Commissioners with Certificates of Honor for their support

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SQUARE ONE – COMMUNITY DEVELOPMENT BLOCK GRANT

Square One Kevin Plantz, Ashley Durst, Jamie Sisson, Sonya Hatem, and Emily Fultz met with the commission to seek assistance with Community Development Block Grant (CBDG). Also in attendance: County Administrator Karen Sprague, County Administrator Melissa Clark, Prosecutor Jason D. Holdren and Brittany Hively, Gallipolis Daily Tribune. President Montgomery noted they would take it under consideration. No action taken.

COUNTY ENGINEER AGREEMENT SPEEDZONE STUDY

County Engineer provided an agreement with MasterMind, LLC for a speed zone study identified as SZ-CEAO Safety Studies FY2022. The total of the maximum prime compensation for all assignments authorized shall not exceed Twenty-Six Thousand Six Hundred Dollars (\$26,600.00). The Consultant agrees to perform all professional services as may be authorized by the County for the safety study in the Scope of Services and funded through the County Engineers Association of Ohio (CEAO) in Gallia County, Ohio. President entertained a motion to approve the agreement. Q. Jay Stapleton made and M. Eugene Greene seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

EXECUTIVE SESSION - LEGAL

At 11:28 a.m. the President entertained a motion to enter into executive session with Prosecutor Jason D. Holdren and (via phone) Robert R. Miller Attorney at Law to discuss a legal matter. 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 11:58 a.m.; no action taken.

EMPLOYEE – 911 – RESIGNATION

911 Director Sherry Daines requests the Commissioners acceptance of the resignation of Amanda Durst effective November 23, 2021. The President entertained a motion to accept the resignation as recommended by Director Daines. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

GALLIA RURAL WATER

Brent Bolin with Gallia Rural Water Association expressed interest in utilizing the State and nations funds for extending waterlines to areas in Gallia County that currently do not have a good water source in their area. County auditor COVID Coordinator Tom White was also in attendance. The Commissioners agreed there was a need to extend water serve and offered to do a Letter of Support to them when they were ready to request a grant. No action taken

EXECUTIVE SESSION – MATTERS REQUIRED TO BE KEPT CONFIDENTIAL

At 12:59 p.m. the President entertained a motion to enter into executive session with County Administrator Melissa Clark, Grant Administrator Karen Sprague and DLZ, Tracy Shoultz (via phone conference) to discuss matters to be kept confidential. M. Eugene Greene moved and Harold G. Montgomery seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea. Returned to regular session at 1:28 p.m.; no action taken.

* 1:35 pm – The Commissioners Harold G. Montgomery, M. Eugene Greene, and Q. Jay Stapleton and County Administrator Melissa Clark met with Granger and DLZ for the Jail OAC meeting in the Granger field office conference room, 537 2nd Ave. Gallipolis, Ohio.

BOARD – GALLIA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES APPOINTMENT & RE-APPOINTMENT

Commissioners received a written request from Melinda Kingery, Gallia County Board of Developmental Disabilities Superintendent. Gallia County Board of DD currently has two board members whose terms are expiring: Barbara Burnett, who has served the maximum term allowed, and Carlene Greene who is willing to service another term. Rayanna Stinson, Gallipolis, Ohio, is willing to serve a term as a Commissioners' representative. Superintendent Kingery recommended the re-appointment of Carlene Greene and appointment of Rayanna Stinson to a term beginning January 1, 2022 through January 20, 2026. The President entertained a motion to approve the appointment of Ms. Stinson and re-appointment of Ms. Greene with the recommendation of Superintendent Kingery. M. Eugene Greene moved and ?? seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

**RELEASE OF REAL ESTATE MORTGAGE
GALLIA COUNTY CHIP PROGRAM (B-C-13-1AY-1)**

Grants Administrator Karen Sprague advised the Commission that the following deferred mortgage from a previous round of Community Housing Improvement Program (CHIP) grant has been paid in full. The Prosecuting Attorney prepared the Release of Real Estate Mortgage forms. Harold G. Montgomery entertained a motion that Release of Real Estate Mortgage documents for the following person be approved and signed as presented:

- Shaun M. & Samantha R. Parlegreco, Records Mortgage Records Volume 574, Page 508-510
- M. Eugene Greene made and Q. Jay Stapleton seconded the motion. Upon roll call votes were as follows: Harold Montgomery, yea; Gene Greene, yea; Jay Stapleton, yea.

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

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RELEASE OF REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That County of Gallia, Office of Gallia County Commissioners, for a good and valuable consideration, the receipt of which is acknowledged, does hereby remise, release and discharge a real estate mortgage executed by SHAUN M. & SAMANTHA R. PARLEGRECO to the above named County of Gallia, Office of Gallia County Commissioners, dated August 25, 2015 and recorded in Volume 574, Page 508-510 of the Mortgage Records of Gallia County, Ohio.

IN WITNESS WHEREOF, the above named County of Gallia, Office of Gallia County Commissioners, has hereunto subscribed its name and seal this 18th day of November, 2021.

WITNESSES:

COUNTY OF GALLIA, OFFICE

GALLIA COUNTY COMMISSIONERS

s/ Karca Sorogae

s/ Harold G. Montgomery
HAROLD G. MONTGOMERY, PRESIDENT

s/ Anette Brown

STATE OF OHIO, GALLIA COUNTY, SS:

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

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

s/ Kim Elliott
NOTARY PUBLIC

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

RESOLUTION – OHIO JANSSEN

COUNTY OF GALLIA, OHIO

Resolution No. N/A

AN EMERGENCY 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

AN EMERGENCY RESOLUTION AUTHORIZING the Prosecuting Attorney and/or any other Appropriate County Representative to execute the Participation Agreement for the OneOhio Subdivision Settlement with Janssen/Johnson&Johnson 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 Settlement Agreement available at <https://nationalopioidsettlement.com/>.

WHEREAS, the County of Gallia, Ohio (herein "Municipality") 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 Companies 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 Companies; 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 Janssen/Johnson&Johnson 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 Settlement Agreement; and

WHEREAS, the Board wishes to agree to the material terms of the proposed National Settlement Agreement with the Proposed Settlement:

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

CASTO & HARRIS, INC. — RE-ORDER NO. 21488-20

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Section 1. That Board hereby accepts the Proposed Settlement on behalf of Gallia County, pursuant to the terms of the OneOhio MOU.

Section 2. That it is found and determined that all formal actions of the Board relating to the adoption of this resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

Section 3. This Resolution is hereby declared to be an emergency measure, necessary for the preservation of the public peace, health, welfare and safety of Gallia County. The reason for the emergency is to ensure prompt pursuit of funds to assist in abating the opioid epidemic throughout Ohio.

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

- Commissioner Harold Montgomery Yea
- Commissioner M. Eugene Greene Yea
- Commissioner Q. Jay Stapleton Yea

Adopted on this 18th day of November, 2021

BOARD OF COMMISSIONERS OF GALLIA COUNTY, OHIO

- / Harold G. Montgomery, President / Anette L. Brown, Clerk
- / M. Eugene Greene, Vice President
- / 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 the 18th of November, 2021 and journalized in Commissioner's Journal at Page #381 & #382 Journal #54

/ Anette L. Brown, Clerk

Approved as to form

/ Jason Holden, Prosecuting Attorney

OHIO JANSSEN SETTLEMENT PARTICIPATION FORM

Q. Jay Stapleton made the motion to approval for Harold G. Montgomery as President of Gallia County Commissioners to sign the Ohio Janssen Participation Form. M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

SHERIFF – FAYETTE COUNTY - AGREEMENT

Anette L. Brown, Clerk also presented the Commission with the following memorandum of 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.

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-seven dollars and fifty cents (\$67.50) per day, as full compensation for receiving, supervising, confining & boarding each prisoner. Provided, however, should the actual cost to Fayette exceed Sixty-seven dollars and fifty cents (\$67.50) 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 1st day of January, 2022 and continue until December 31, 2022.
- 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>

SHERIFF – UNION CONTRACT

Anette L. Brown, Clerk to Board of Commissioners presented the Gallia County Sheriff and Fraternal Order of Police, Ohio Labor Council, Inc. Contract with effective dates of January 1, 2022 through December 31, 2024 for approval and signature of the Commission. The contract has been signed and approved by Sheriff Matthew D. Champlin. The President entertained a motion to sign and approve the contract. Based upon the recommendation of Sheriff Champlin. M. Eugene Greene made and Q. Jay Stapleton seconded the motion to approve and sign the contract. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

CASTO & HARRIS, INC. — RE-ORDER No. 21488-20


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EXECUTIVE SESSION - PERSONNEL

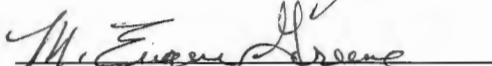
At 3:29 p.m. the President entertained a motion to enter into executive session to consider the employment of a public employee. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea. At 3:42 p.m. Elisha Orsbon Director Gallia County Economic & Community Development was requested to join the session. At 3:43 p.m. Ms. Orsbon exited the session. Returned to regular session at 3:52 p.m.; no action taken.


ADJOURN

At 4:00 p.m. the President entertained a motion for adjournment. 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