

DECEMBER 14, 2023

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 David K. Smith. Roll Call: President David K. Smith, present; Vice President Q. Jay Stapleton, present; Commissioner Leslie Henry, present.

The President entertained a motion for approval of the December 5, 2023 minutes. Leslie Henry made and Q. Jay Stapleton seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
911/EMA	Sherry Daines	12/19/2023	Perry County	EMA Sector Meeting
EMA	Tim Miller	12/19/2023	Perry County	EMA Sector Meeting

The President entertained a motion to approve travel requests as submitted. Leslie Henry made and Q. Jay Stapleton seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Mr. Stapleton, yea.

2023 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
12/10	0	0	1	0	0	0	0	0	1	29	2	0	0	11

FOOD SERVICES AGREEMENT

Heather Casto, Sheriff's Department submitted the following contract for approval. The President entertained a motion to approve the contract as submitted. Leslie Henry made and Q. Jay Stapleton seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Mr. Stapleton, yea.

THIS AGREEMENT is made by and between Gallia County Commissioners, with principal offices located at 18 Locust Street, suite 1292, Gallipolis, OH 45631 ("Client"), and Trinity Services Group, Inc., a Florida corporation with principal offices located at 477 Commerce Boulevard, Oldsmar, FL 34677-3018 ("Trinity").

WITNESSETH:

WHEREAS Client has requested a proposal for Inmate Food Services and Trinity submitted its proposal to provide the necessary food services ("Proposal"); and

WHEREAS Client desires to accept the Proposal and avail itself of Trinity's services; and

WHEREAS Trinity desires to perform such services for Client.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

SECTION 1. CLIENT'S GRANT TO TRINITY

Client grants to Trinity, as an independent contractor, the exclusive right to operate inmate food services at the Gallia County Jail (such location hereinafter referred to as the "Premises"), and the exclusive right to serve to inmates, staff, and other persons at such Premises food products, non-alcoholic beverages, and other such articles ("Products") as shall be approved by the Client (such food service hereinafter referred to as "Services").

SECTION 2. TRINITY'S RESPONSIBILITIES

2.1. Pursuant to the terms, conditions and requirements of the RFP, including but not limited to the RFP and the Proposal, all of which are incorporated herein by this reference, and the provisions of this Agreement, Trinity will operate and manage its Services hereunder at the Premises and keep its Services adequately serviced and supplied with appropriate merchandise and food products of good quality at prices as agreed upon by the parties as per the RFP, the Proposal and this Agreement.

2.2. Trinity agrees: (i) to comply with PREA standards; (ii) to comply with all Federal, state, and local laws and regulations governing the preparation, handling, and serving of foods; (iii) to procure, post as required by law and keep in effect all necessary licenses, permits, and food handler's cards required by law; and (iv) meet all guidelines as prescribed by the American Correctional Association regarding food service. Trinity agrees to pay all Federal, state, and local taxes assessed in connection with the operation of its Services at the Premises. All costs in connection with

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such taxes (excluding Client's real estate and personal property taxes) referred to herein, licenses, permits, and food handler's cards, shall be a cost of business and will be charged to the operation of the business and borne solely by Trinity. Except in circumstances in which the Client is exempt from sales tax, Trinity shall bill and Client shall pay for all applicable sales taxes.

2.3. Trinity shall hire all employees necessary for the performance of this Agreement. Upon being hired, such employees shall be subject to such health examinations as proper city, state, or Federal authorities may require in connection with their employment in addition to security background screening as permitted by law to include criminal background checks

conducted by the Client. All persons employed by Trinity will be the employees of Trinity, and not of the Client, and will be covered by employee dishonesty coverage. Trinity shall be solely responsible for all employment withholding, social security, and other taxes on the wages of its employees. Trinity agrees to comply with applicable Federal, state, and local laws and regulations pertaining to wages and hours of employment.

2.4. Trinity shall perform all necessary cleaning of the food service equipment, foodservice preparation areas, and floors in the storage and food service preparation areas. Trinity agrees to maintain conditions of sanitation and cleanliness in accordance with applicable laws.

2.5. All records shall be kept on file by Trinity for a period of three (3) years from the date the record is made, and Trinity shall, upon reasonable notice, give the Client or its authorized representative the privilege during normal business hours of inspecting, examining, and auditing such of Trinity's business records which are solely and directly relevant to the financial arrangements set forth in Exhibit A. The cost of such inspection, examination, and audit will be at the sole expense of the Client and such inspection, examination, and audit shall be conducted at the Trinity locations where said records are normally maintained. Such information shall be deemed Confidential Information and shall be subject to the terms of Section 12 herein.

2.6. Trinity agrees that Trinity's employees and agents shall comply with, and observe, all applicable rules and regulations concerning conduct on the Premises that Client imposes upon Client's employees and agents.

2.7. Trinity agrees to be responsible for the repair and/or replacement of any equipment due to its employees' negligent acts but not due to the acts or omissions of inmates, Client's employees or agents, or anyone who is not an employee of Trinity. This does not include the repair or maintenance for normal equipment wear and tear and other responsibilities of the Client as defined in Section 3.

2.8. In connection with Services provided hereunder, Trinity shall purchase inventory and services from various sellers and vendors selected by Trinity at its sole discretion (each a "Vendor"). Purchases from Vendors shall be made under such terms Trinity deems in its sole discretion as acceptable ("Vendor Terms"). All Vendor Terms are the exclusive obligation and property of Trinity. Client does not have any liability under, or any right to, any Vendor Terms and no Vendor Terms will operate to reduce or otherwise affect the amount or performance of Client's Obligations.

SECTION 3. CLIENT'S RESPONSIBILITIES

3.1. Client shall, without cost to Trinity, provide Trinity with the necessary space for the operation of its Services, and shall furnish, without cost to Trinity, sufficient inmate labor and all utilities and facilities reasonable and necessary for the efficient performance of Trinity's services hereunder, include, but not limited to, the following: heat, hot and cold water, steam, gas, lights and electric current, garbage removal services, exterminator services, sewage disposal services, and office space.

3.2. Client shall, at its own cost and expense, provide all food equipment, facilities,

and floor space as mutually agreed is necessary for the efficient provision of Trinity's Services hereunder. Client will maintain, repair, and replace said equipment and facilities at its own expense. Notwithstanding the foregoing, if equipment provided by Client becomes inoperative, hazardous, or inefficient to operate Trinity shall notify Client and have the right to effect repairs

or replacements at the expense of the Client, if the Client fails to do so after a reasonable amount of time after notice of said equipment deficiency. Furthermore, during such time period when the equipment is inefficient, hazardous, or fails to operate Client shall, if applicable, (i) pay to Trinity all increased costs due to the equipment issue, including, but not limited to, all paper products used during such time period and (ii) work in good faith with Trinity on menu changes, product substitutions and any other remedial measures until the equipment issue is resolved. Client shall permit Trinity to have the use of all such equipment and facilities in the performance of its obligations hereunder, subject to the duty to exercise reasonable care in the use thereof. All equipment and items of equipment furnished by Client to Trinity are the sole property of the Client, and Trinity will not change, deface, or remove any symbol or mark of identity from said equipment furnished by the Client.

3.3. Client will be responsible, at no cost to Trinity, for all necessary cleaning of walls, windows, and electric light fixtures and all necessary scrubbing, mopping, and polishing of floors in any and all dayroom and dining areas. All such cleaning shall be accomplished by Client staff or inmate workers and supervised by Client staff and shall be performed on a schedule determined by agreement between the Client and Trinity.

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3.4. Client will reimburse Trinity for all paper products used during lock down events or any other period when paper products are required due to circumstances outside the control of Trinity.

3.5. Client shall not, during the term of this Agreement nor for one (1) year following its termination or expiration, solicit to hire, hire, or contract with any employee or former employee of Trinity or any of its subsidiaries. In the event that Client breaches the terms of this provision, Client shall pay Trinity an amount equal to the annual salary of such Employee. This provision shall not apply to any person who was employed by the Client prior to being employed by Trinity.

3.6. Client shall pay all real estate taxes with respect to the Premises, and Client shall pay all personal property taxes and similar taxes with respect to Client's equipment located in the Premises.

3.7. Client agrees to complete all background checks pursuant to Section 2.3 within ten (10) days of request by Trinity. Trinity will not be liable for liquidated damages or penalty fees related to Client's failure to timely complete background checks.

SECTION 4. FINANCIAL ARRANGEMENTS

The financial arrangements of this Agreement are set forth in Exhibit A, which is attached hereto incorporated herein and made a part hereof as if fully set forth in this Agreement.

SECTION 5. INDEMNIFICATION AND INSURANCE

5.1. Each Party to this Agreement shall be responsible for its own acts and omissions, and, to the extent allowed by law, shall indemnify and hold harmless the other and its officers, employees and agents thereof, from and against any and all claims, suits, proceedings, liabilities, losses, damages, costs and expenses whatsoever, including reasonable counsel fees and the reasonable costs associated with the retention of consultants or experts, arising out of or resulting from any bodily injury, death, sickness, property damage or other injury or loss caused by or arising from the non-compliance with any applicable law, or the alleged or actual breach of this Agreement or any negligent act or omission attributable to the indemnifying party,

its managers, members, officers, employees, agents or subcontractors in the performance of their obligations under this Agreement (except to the extent caused by the negligent act or omission of the other party, its employees, or agents). Notwithstanding the foregoing, Trinity shall not be required to indemnify Client for any claim or action brought by an employee of Trinity against Client. The provisions of this Section shall survive the expiration or termination of this Agreement.

5.2. Notification of an event giving rise to an indemnification claim ("Notice") must (a) be received by the indemnifying party on or by the earlier of a date thirty (30) days subsequent to the date which such event was or should have been discovered or ninety (90) days subsequent to the effective termination date of this Agreement; and (b) include a brief factual summary of the damage and cause thereof. An indemnification claim is expressly subject to, and conditioned upon, compliance with the Notice provisions hereunder.

5.3. Trinity shall obtain and maintain insurance in such amounts as Trinity, in its sole discretion, determines is appropriate. Certificates of Insurance for such coverages shall be provided by Trinity naming the Client as an additional insured as respects to such coverage prior to the commencement of Services hereunder.

5.4. Client shall obtain and maintain insurance for the operation of the Premises, its equipment, offices, and utilities against risks covered by standard forms of fire, theft, and extended coverage in such amounts under such policies as appropriate.

SECTION 6. COMMENCEMENT AND TERMINATION

6.1. Unless sooner terminated as provided herein, the term of this Agreement shall be for 5 years, beginning on _____ February 1, 2024 _____ through ____ January 31, 2029 _____.

6.2. The Agreement will renew upon mutual consent by the parties for additional one-year terms unless either party provides thirty (30) days' written notice of termination prior to the end of the then current term.

6.3 Either Party shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. Trinity may exercise this option by giving Client sixty (60) days written notice of termination. The notice shall specify the date on which termination shall be effective. In the event Trinity elects to terminate the Agreement without cause, it shall continue to provide services if requested in writing by the Client for up to an additional ninety (90) days.

6.4 If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of this Agreement for any reason other than Excused Performance reasons stated in Section 8 herein, the party claiming such failure shall give the other party a written notice of such breach. If, within sixty (60) days from such notice the failure has not been corrected, the injured party may cancel the Agreement effective thirty (30) days after the end of said sixty (60) day period.

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6.5. Upon the termination or expiration of this Agreement, Trinity shall, as soon thereafter as is feasible, vacate all parts of the Premises occupied by Trinity, and where applicable, remove its property and equipment and return the Premises to Client, together with all the equipment furnished by the Client pursuant to this Agreement, in the same condition as when originally made available to Trinity, excepting reasonable wear and tear and fire and other casualty loss.

SECTION 7. INDEPENDENT CONTRACTOR RELATIONSHIP

Trinity shall be an independent contractor and shall retain control over its employees and agents. The employees of Trinity are not, nor shall they be deemed to be, employees of Client and employees of Client are not, nor shall they be deemed to be, employees of Trinity.

SECTION 8. EXCUSED PERFORMANCE

If the performance of any terms or provisions herein (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, labor shortages, fires, floods, pandemics, epidemics, or other similar health scenarios, Acts of God or Nature, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues, and extend the term of this Agreement for the period of such suspension of the performance of duties hereunder.

Trinity shall not be subject to fines or other charges if the performance of any terms or provisions of the Agreement shall be delayed or prevented because of Trinity's compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, labor shortages, fires, floods, pandemics, epidemics, or other similar health scenarios, Acts of God or Nature, or any other reason whatsoever which is not within Trinity's control and which, by the exercise of reasonable diligence, Trinity is unable to prevent.

SECTION 9. ASSIGNMENT

Neither Trinity nor Client may assign or transfer this Agreement, or any part thereof, without the written consent of the other party, except the parties may, without prior approval and without being released from any of their responsibilities hereunder, assign this Agreement to an affiliated company or wholly owned subsidiary. The sale of the equity interests of Trinity, or its parent company, shall not constitute an assignment.

SECTION 10. ENTIRE AGREEMENT AND WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of Trinity's Services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by the duly authorized representatives of Trinity and Client. This Agreement supersedes all other agreements between the parties for the provision of Trinity's Services on the Premises.

SECTION 11. NOTICES

All notices to be given under this Agreement shall be in writing and shall be served either personally, by deposit with an overnight courier with charges prepaid or by deposit in the United States mail, first-class postage prepaid by registered or certified mail, addressed to the parties

at the address stated below or at any other address as designated by one party upon notice to the other party. Any such notices shall be deemed to have been given (a) upon the first business day following personal service; or (b) one (1) business day after deposit with an overnight courier; or (c) three (3) business days after deposit in the United States mail.

If to Client: Gallia County Board of Commissioners

Jail Administrator

18 Locust Street, Suite 1292

Gallipolis, OH 45631

If to Trinity: Trinity Services Group, Inc.

Attn: Chief Operating Officer

477 Commerce Boulevard

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Oldsmar, FL 34677

With copy to: Trinity Services Group, Inc.

Attn: General Counsel

10880 Lin Page Place

St. Louis, MO 63132

SECTION 12. CONFIDENTIALITY

In the course of providing Services hereunder, the parties may be exposed to trade secrets or other confidential or proprietary information and materials of the other party which includes, but is not limited to, Client security means and methods, recipes, food service surveys and studies, management guidelines, procedures, operating manuals, and software, all of which shall be identified as confidential ("Confidential Information"). The parties agree, to the extent permitted by law, to hold in confidence and not to disclose any Confidential Information during, and for two (2) years after, the term of this Agreement, except that the parties may use or disclose Confidential Information (a) to its employees and affiliates or others to the extent necessary to render any service hereunder, provided that the other party is first notified of the information that will be provided to any party outside of this Agreement and provided further that such information is disclosed only after such party is required to maintain it in confidence as required hereunder; (b) to the extent expressly authorized by either party; (c) to the extent that at the time of disclosure, such Confidential Information is in the public domain, or after disclosure, enters the public domain other than by breach of the terms of this Agreement; (d) is in the possession of either party at the time of disclosure and is not acquired directly or indirectly from the other party; (e) is subsequently received on a non-confidential basis from a third party having a right to provide such information; or (f) as required by order during the course of a judicial or regulatory proceeding or as required by a governmental authority. The parties agree not to photocopy or otherwise duplicate any Confidential Information without the express written consent of the other party. Each party's Confidential Information shall remain the exclusive property of the party and shall be returned by the party to the other party upon termination or expiration of this Agreement. In the event of any breach of this provision, the parties shall be entitled to equitable relief, in addition to all other remedies otherwise available to them at law. This provision shall survive the termination or expiration of this Agreement.

SECTION 13. INFORMATION TECHNOLOGY SECURITY

In connection with the services being provided hereunder, Trinity may need to operate certain information technology systems not owned by the Client ("Non-Client Systems"), which may need to interface with or connect to Client's networks, internet access, or information

technology systems ("Client Systems"). Trinity shall be responsible for all Non-Client Systems, and Client shall be solely responsible for Client Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. If Trinity serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, then Trinity will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data ("Data Protection Rules"). If Non-Client Systems interface with or connect to Client Systems, then Client agrees to implement forthwith upon request from Trinity, at its own expense, the changes to the Client Systems that Trinity reasonably requests and believes are necessary or prudent to ensure Trinity's compliance with the Data Protection Rules. Each party shall indemnify, defend and hold harmless the other party from all claims, liabilities, damages and costs (including reasonable attorneys' fees) to the extent caused by the indemnifying party's failure to comply with its obligations in this Section.

SECTION 14. EXECUTION

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the Parties. The Parties may execute this Agreement and any amendment hereto by an exchange of scanned and emailed executed copies. In the event of such an exchange, this Agreement and any applicable amendment shall become binding and any scanned and emailed signed copies shall constitute admissible evidence of the existence of this Agreement and applicable amendment.

SECTION 15. DISPUTE RESOLUTION AND GOVERNING LAW

This Agreement shall be governed by the laws of the State of Ohio and any dispute, controversy, claim, or disagreement arising out of or relating to this Agreement or the breach, termination, validity, or enforceability of any provision of this Agreement (each a "Dispute") not remedied within thirty (30) days after the parties use their best efforts to resolve and settle such Dispute by consulting and negotiating with each other in good faith and attempting to reach a just and equitable solution satisfactory to both parties, may be submitted to a court of competent jurisdiction within the State of Ohio.

SECTION 16. EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The parties shall comply with all federal, state and local laws as required including, but not limited to, Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans'

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Readjustment Act of 1974, as amended. The parties hereby incorporate the requirements of 41 C.F.R. §60-1.4(a) (7), 60-250.5 and 60-741.5, if applicable.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

Gallia County Trinity Services Group, Inc.

By: By:

Printed Name: Matt Champlin Printed Name:

Title: Sheriff Title:

Date: December 13, 2023 Date:

Approved as to form:

By: *s/Isaac Beller*

Printed Name: Isaac Beller

Title: Assistant Prosecutor

Date: December 13, 2023

Gallia County Commissioners:

By: *s/David K. Smith*

Printed Name: David K Smith

Title: President

Date: December 14, 2023

By: *s/Q. Jay Stapleton*

Printed Name: Q Jay Stapleton

Title: Vice President

Date: December 14, 2023

By: *s/Lealie Henry*

Printed Name: Leslie Henry

Title: Commissioner

Date: December 14, 2023

EXHIBIT A

FINANCIAL ARRANGEMENTS

I. PRICE PER MEAL

Client shall pay Trinity the price per meal as detailed in the scale that is attached hereto as Schedule 1 and incorporated herein by this reference, which scale is based on the number of inmates.

Meal prices shall be adjusted annually, effective on the anniversary date of this Agreement, by an amount equal to (1) the change in the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home or (2) an amount determined by Trinity based upon actual cost increases incurred. Trinity will provide notice of the price increase not less than thirty (30) days prior to the anniversary date. As per Section 6, either party may terminate the agreement pursuant to the notice requirements of that section if the parties cannot agree to pricing for the next year.

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In the event of material cost changes in (1) food costs, (2) federal, state, or local taxes including, but not limited to, social security taxes, unemployment taxes or payroll based taxes, (3) labor costs, including an increase in the minimum wage rate or the implementing regulations or the enactment or application of any "living wage", "prevailing wage" or similar laws by any governmental entity, or (4) an increase in employee benefits whether as a result of a change in federal, state, or local laws or a federal, state, or local legislative or regulatory mandate or otherwise, it is agreed that the parties shall adjust the meal prices to reflect said increases. If other material conditions change due to causes beyond Trinity's control, including, but not limited to a change in the scope of services, menu changes requested by the facility, decreases in inmate population or the availability of inmate labor or changes in federal, state or local standards or regulations or other unforeseen conditions beyond Trinity's control, it is agreed that the parties shall adjust the meal prices to reflect the impact of the change in circumstances. If the parties are unable to agree upon revised pricing under these conditions, either party may terminate the agreement by providing ninety (90) days written notice.

Trinity will provide medical or religious meals in accordance with Trinity's standard diet manual. Medical, religious, ethnic or therapeutic meals requested by the County that are beyond the scope of Trinity's standard diet manual will be at an additional cost to the County.

II. PAYMENT TERMS

Trinity shall invoice Client each week (payable monthly), in arrears, for the total amount due from Client as the result of the number of meals served, and any other applicable charges under this Agreement, in the preceding week. Client shall pay the invoice amount within fifteen (15) days of date of the invoice from Trinity. All past due amounts due to Trinity will be subject, at the option of Trinity, to a service charge equal to one and one half percent (1.5%) per month of the unpaid balance.

In the event that said amounts set forth in said statements are not paid according to the terms hereof, or in the event that Trinity, in its sole discretion, determines that Client's credit has become impaired, Trinity shall have the option to: (a) either decline to continue provision of Services hereunder, except on a cash in advance basis, until such time as credit has been re-established to Trinity's satisfaction; or (b) terminate this Agreement without liability whatsoever to Trinity, by giving sixty (60) days prior written notice to Client.

All costs of collection of past due amounts, including but not limited to reasonable attorney's fees, shall be chargeable to and paid by the Client.

IV. BASIS OF FINANCIAL TERMS

The financial terms of this Agreement have been negotiated between the parties upon the condition that Trinity will operate its Services at the same points of service and remain in operation under the same operating standards as agreed at the time of execution of this Agreement. If Client desires Trinity to change the operation or scope of its Services, Client and Trinity shall mutually agree on the appropriate financial adjustments for the requested changes.

HOLZER WELLNESS CENTER – CORPORATE MEMBERSHIP PROGRAM

Brian Rutherford, County Administrator presented a renewal for corporate membership program agreement from the Holzer Therapy and Wellness Center to the Commissioners. President Smith entertained a motion to approve the agreement. Leslie Henry moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

EMPLOYEE – DJFS – RESIGNATION

County Administrator Brian Rutherford presented on behalf of Gallia County Department of Job and Family Services Director, Dana Glassburn. Mr. Glassburn requests the Commissioners acceptance of the resignation of Hannah Burnett effective December 28, 2023. Ms. Burnett has accepted another job. The President entertained a motion to accept the resignation as presented with the Director's recommendation. Q. Jay Stapleton moved and Leslie Henry seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

2024 HEALTH INCENTIVE RESOLUTION

Amanda Phillips, Clerk to the Board, presented the following resolution for approval. Q. Jay Stapleton made and Q. Jay Stapleton seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

WHEREAS, the Gallia County Commissioners find that certain County Employees are able to obtain Health/Hospital Insurance from another source outside the County; and

WHEREAS, the Gallia County Commissioners further find, if any employee obtains insurance from an outside source it would be a financial benefit to Gallia County; and

WHEREAS, the Gallia County Commissioners agree to offer a cash incentive up to *Two Thousand Dollars (\$2,000.00) to employees who obtain Health/Medical Insurance from another source outside the County, and are not receiving benefits from any County Health Insurance Program in any way (i.e., via Medical, Vision and/or Dental Health Insurance Coverage); and

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WHEREAS, the Gallia County Commissioners further find that this resolution can only be superseded by **Union Contract Agreements and departments governed by their own respective boards** and is subject to the ***amounts specified by those boards and respective collective bargaining agreements.**

NOW, THEREFORE, BE IT RESOLVED that shall any employee of a department for Gallia County that receives its funding from the County General Fund shall receive up to Two Thousand Dollars *(\$2,000.00) cash incentive (prorated: if covered by outside source for less than a year or terminated employment for any reason) on the last payday of November.

BE IT FURTHER RESOLVED, that any employee who obtains Health/Medical Insurance from an outside source, and is not receiving benefits from any County Health Insurance Program in any way (i.e., via Medical, Vision and/or Dental Health Insurance Coverage), must sign a release stating that they have obtained Health/Medical insurance from an outside source and agree to dismiss Gallia County from its obligation to provide said insurance to receive this incentive.

BE IT FURTHER RESOLVED that, if, for any reason, any employee's outside insurance is terminated during 2024, the County will re-admit the employee to the County Health Insurance Plan, based upon the County's insurance company's approval and the employee will receive the cash incentive on a prorated basis.

This resolution shall take effect upon its signing this 14th day of December, 2023.

GALLIA COUNTY COMMISSIONERS

s/ David K. Smith, President

s/ Q. Jay Stapleton, Vice President

s/ Leslie Henry, Commissioner

GREEN SEWER PHASE 2 PAYMENT RESOLUTION # 23

GMCAA Grants Administrator Karen Sprague presented the Commission with Payment Resolution # 23 for the Green Sewer Phase 2 Project for the following items:

- Construction - \$238,257.81
- Legal Fees = \$0.00
- Engineering: \$17,786.87
- Administration: \$521.88
- Bond/Loan payments: \$0.00
- Other: \$0.00
- Total = \$256,566.56

Invoices to be paid as follows:

- DLZ invoice 219522 = \$17,786.87 paid from Green Sewer 2 OPWC Loan Fund #370
- GMCAA-Nov Administration = \$521.88 paid by Gallia County from Settlement Fund #410
- Field Excavating Pay Application #2 = \$238,257.81 payment broken down as follows:
 - o \$223,187.17 paid by Gallia County from CDBG B-W-19-1AY-1 Grant Fund #376
 - o \$15,070.64 paid by Gallia County from Settlement Fund #410

Leslie Henry moved and Q. Jay Stapleton seconded a motion to approve payment resolution # 23 as submitted. Upon roll call votes were as follows: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

GREEN SEWER 2 CDBG B-W-19-1AY—1 GRANT FUND DISBURSEMENT #2

GMCAA Grants Administrator Karen Sprague presented the Commission with CDBG B-W-19-1AY-1 Grant Fund #376 Disbursement #2 for the Green Sewer Phase 2 Project for the following items:

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· Field Excavating Pay Application #2 = \$223,187.17 partial payment by Gallia County from CDBG B-W-19-1AY-1 Grant Fund #376

· Total CDBG B-W-19-1AY-1 Grant Disbursement Request = \$223,187.17

Q. Jay Stapleton moved and Leslie Henry seconded a motion to approve the Green Sewer 2 CDBG B-W-19-1AY-1 Grant Disbursement #2 as submitted. Upon roll call votes were as follows: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

GREEN SEWER PHASE 2 SETTLEMENT FUND DISBURSEMENT #2

GMCAA Grants Administrator Karen Sprague presented the Commission with Settlement Fund Disbursement #2 for the Green Sewer Phase 2 Project for the following items:

· GMCAA-Nov Administration = \$521.88 paid by Gallia County from Settlement Fund #410

· Field Excavating Pay Application #2 = \$15,070.64 partial payment by Gallia County from Settlement Fund #410

· Total Settlement Fund Disbursement Request = \$15,592.52

Q. Jay Stapleton moved and Leslie Henry seconded a motion to approve the Green Sewer 2 Settlement Fund Disbursement #2 as submitted. Upon roll call votes were as follows: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

OPWC - GREEN SEWER PHASE 2 DISBURSEMENT REQUEST # 11

GMCAA Grants Administrator Karen Sprague presented the Commission with OPWC Disbursement Request #11 for the Green Sewer Phase 2 Project for the following items:

· DLZ invoice 219522 = \$17,786.87 to be paid directly to DLZ by OPWC

· Total OPWC Disbursement Request #11 = \$17,786.87

Leslie Henry moved and Q. Jay Stapleton seconded a motion to approve the OPWC Disbursement Request # 11 as submitted. Upon roll call votes were as follows: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

MEMO ENTRY – REVENUE/EXPENSE OPWC LOAN GREEN SEWER PHASE 2

GMCAA Grants Administrator Karen Sprague advised the Commission that OPWC will make direct payments to vendors for the Green Sewer Phase 2 Project OPWC loan funding. In order to reflect the receipt and expenditure of these loan funds within the county fund established as OPWC Loan - Green Sewer 2 the County Auditor must make the following memo entries:

· Memo payin in the amount of \$17,786.87 into 370.3000.400100 from OPWC Loan # CO17W

· Memo expense in the amount of \$17,786.87 from 370.0370.531100 to DLZ vendor # 8587 for invoice # 219522

· Credit Back \$17,786.87 from PO # 230072 in line item 370.00370.53110

PUBLIC UTILITIES COMMISSION OF OHIO (PUCO) – RESOLUTION

County Administrator Brian Rutherford presented the following resolution to the Commissioners for approval. Mr. Stapleton moved and Ms. Henry seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

To support the safe and rapid deployment of essential broadband connectivity and investment in Gallia County, and to strongly urge the Public Utilities Commission of Ohio (PUCO) to quickly resolve the unprecedented pole permitting delays by Investor-Owned Utilities that are preventing high-speed broadband from reaching unserved and undeserved County residents.

WHEREAS, investments in high-speed broadband infrastructure are vital to connect rural Ohio’s unserved and undeserved consumers and small business, help close the digital divide, create economic opportunity and enhance long-term growth; and,

WHEREAS, high-speed internet enhances opportunity in the modern economy for unserved households and small businesses across Ohio and in Gallia County by enabling greater access to education, employment, healthcare, and civic engagement; and,

WHEREAS, effective and efficient rural broadband deployment relies on quick, fair, and reasonably priced access to poles owned by utilities; and,

CASSTO & HARRIS, INC. — RE-ORDER NO. 25403-23

DECEMBER 14, 2023

WHEREAS, as the Federal Communications Commission ("FCC") observed in 2018, "[n]ow, more than ever, access to this vital [pole] infrastructure must be swift, predictable, safe, and affordable, so that broadband providers can continue to enter new markets and deploy facilities that support high-speed broadband;" and,

WHEREAS, in support of these important policies, the Public Utilities Commission of Ohio (PUCO) has adopted rules that regulate the prices, terms, conditions, and timelines for utility pole owners to process applications for facilities attachments to the poles those utilities own; and,

WHEREAS, Charter Communications today is investing significantly in Gallia County to deploy broadband infrastructure through the Federal Communications Commission's (FCC's) Rural Digital Opportunity Fund ("RDOF") and the Ohio Residential Broadband Expansion Program; and,

WHEREAS, the Commissioners are aware that Charter has filed a complaint at the PUCO alleging that the Ohio Power Company ("AEP Ohio") is not timely processing Charter's utility pole attachment applications, unduly delaying broadband deployment by Charter and others in areas where AEP Ohio's poles are located; and,

WHEREAS, the Columbus Dispatch reported on October 6, 2023 that "70,000 [Charter] poles are awaiting AEP Ohio approval, and more than 70% are in rural parts of Appalachia where broadband is desperately needed;" and,

WHEREAS, the Commissioners agree that it is of vital importance to the citizens of Gallia County that utility pole attachments necessary for high-speed broadband connectivity be processed rapidly and the pole attachments necessary for high-speed broadband connectivity be processed rapidly and the pole attachments be installed quickly and safely; now, therefore,

BE IT RESOLVED BY THE GALLIA COUNTY COMMISSIONERS: This body hereby strongly urges the PUCO to quickly address and resolve Charter's Pole Attachment Complaint against AEP by issuing an order that requires AEP to take the following actions:

1. Continue processing, and complete surveys on a timely basis for, all currently-pending pole attachment applications it has received;
2. Perform make-ready in a timely manner;
3. Allow Charter and other providers to use self-help to the full extent permitted by Ohio and FCC rules;
4. Submit a publicly available plan detailing AEP's plans to accomplish these items; and
5. Such other actions the PUCO may determine are necessary to ensure timely attachment of broadband facilities to AEP utility poles.

BE IT FURTHER RESOLVED, that Gallia County urges AEP Ohio to devote the resources that are necessary to quickly process utility pole applications from Charter and other broadband providers in compliance with PUCO rules, and urges Charter and other broadband providers, upon receiving required approvals, to safely attach their broadband facilities to AEP Ohio utility poles expeditiously so that broadband opportunity can be effectively realized by the public.

s/David K. Smith

s/Q. Jay Stapleton

s/Leslie Henry

EXECUTIVE SESSION – COMMISSIONERS – CONTRACTS

At 10:00 a.m. the president entertained a motion to enter into executive session with County Administrator to discuss personnel. Leslie Henry moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea. Returned to regular session at 10:51 a.m., no action taken.

RESOLUTION FOR SALARY INCREASES FOR 2024

Mr. President entertained the following resolution:

To give county employees, under the employment of Gallia County as of 1/1/2024, except employees who are under a collective bargaining agreement or having a certified exclusive representative under ORC 4117.1, a \$0.75 per hour raise effective the first pay in January, 2024.

For those departments outside of county general, if the allocation of raises to your office/department employees depends on what is done by the County Commission, and if you have adequate funds available in your budget to cover the above approved raise, you may do so at your discretion at this time. Please be sure to consider the salary related line items, Worker's Comp., Medicare, and PERS, when making this decision.

However, the ultimate decision regarding distribution of the above approved raises to all county employees, under both County General and other funds, is at the discretion of each elected official.

The appropriations for this will be included in the 2024 annual appropriation resolution for the County General Fund.

Mr. Stapleton moved and Ms. Henry seconded this motion. Upon roll call votes were as follows: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

I, Amanda Phillips, Clerk to the Board, do hereby certify that the above is a true and accurate copy of the resolution passed this 14th day of December, 2023.

David K. Smith, President

Brian Rutherford, County Administrator

Q. Jay Stapleton, Vice-Pres.

Leslie Henry, Commission Member

DECEMBER 14, 2023

EMPLOYEE RAISE

The President entertained a motion to approve a pay raise of \$2.25 per hour for Sewer Department's Jerry Brammer to assist with the costs of education and training to become a licensed operator for the department. Mr. Stapleton moved and Ms. Henry seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

EMPLOYEE RAISE


The President entertained a motion to approve a pay raise of \$.15 per hour for Maintenance employee John Phoenix. Mr. Phoenix will go from custodial/maintenance position to maintenance. Mr. Stapleton moved and Mr. Smith seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, abstain.

*11:30 am - 1:30 pm The Commissioner's Office attended the Courthouse Christmas Party @ the Elizabeth Chapel Gymnasium.

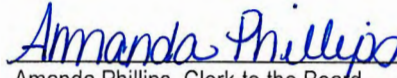
*3 pm - The Commissioners left to attend the Pre-Bid Meeting at the JFS Workforce Center for Building A & B.

ADJOURN

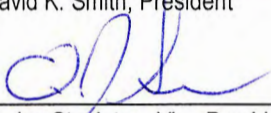
At 4:00 p.m. the President entertained a motion for adjournment. Q. Jay Stapleton moved and Leslie Henry seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.



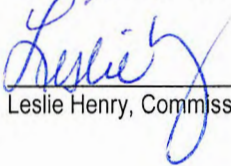
David K. Smith, President



Amanda Phillips, Clerk to the Board



Q. Jay Stapleton, Vice President



Leslie Henry, Commissioner