

## REGULAR SESSION

## Agenda

**THE BOARD OF ATHENS COUNTY COMMISSIONERS**, met in regular session March 6, 2018 with Chris Chmiel presiding, Charlie Adkins in attendance, Lenny Eliason, absent.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve the following agenda:

**ATHENS COUNTY BOARD OF COUNTY COMMISSIONERS**

**MEETING CONVENES AT 1:00 p.m.**

## AGENDA FOR March 6, 2018

**APPROVE AGENDA**

## APPROVE BILLS

**APPROVE MINUTES FROM February 27, 2018**

09:30 HAPCAP / CHIP Public Hearing #1 - Glen Crippen

**~NEW FUND & LINE ITEM REQUESTS/CHANGES**

## EMS Capital Projects

Receipts	553.5535.417100 Other
	553.5535.422100 Transfers In

## Expenditures

553.5535.530100 Contract Services  
553.5535.560100 Other

~APPROPRIATIONS

**SEPTA**

**\$141.75 into 837.7370.530201 Medical Services**

01:00 DJFS - Scott Zielinski

**01:30 Farm Bureau - National Ag Week - Leslie**

01:45 Keller Blackburn - Prosecuting Attorney

02:00 Rick Calles, EMS

**~ AGENDA ITEMS**

## Dog Shelter Volunteers

**Reschedule Meeting - March 13<sup>th</sup> to 15<sup>th</sup>**

## Support Letter Athens On Demand Transit

### Juvenile Court - Surplus Equipment

the services performed by each lawyer or each lawyer assumes joint responsibility for the representation and agrees to be available for consultation with the CLIENT; (2) the CLIENT has given written consent after full disclosure of the identity of each lawyer, that the fees will be divided, and that the division of fees will be in proportion to the services to be performed by each lawyer or that each lawyer will assume joint responsibility for the representation; (3) except where court approval of the fee division is obtained, this written closing statement in a case involving a contingent fee shall be signed by the CLIENT and each lawyer and shall comply with the terms of Rule 1.5 (c)(2) of the Ohio Rules of Professional Conduct; and (4) the total fee is reasonable.

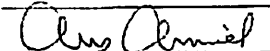

LEAD COUNSEL shall appoint a contact person to keep the CLIENT reasonably informed about the status of the matter in a manner deemed appropriate by the CLIENT. The CLIENT at all times shall retain the authority to decide the disposition of the case and personally oversee and maintain absolute control of the litigation.

Upon conclusion of this matter, LEAD COUNSEL shall provide the CLIENT with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination. The closing statement shall specify the manner in which the compensation was determined under the agreement, any costs and expenses deducted by the lawyer from the judgment or settlement involved, and, if applicable, the actual division of the lawyers' fees with a lawyer not in the same firm, as required in Rule 1.5 (c)(3) of the Ohio Rules of Professional Conduct. The closing statement shall be signed by the CLIENT and each attorney among whom the fee is being divided.

Nothing in this Agreement and nothing in the Attorneys' statement to the CLIENT may be construed as a promise or guarantee about the outcome of this matter. The Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of this matter are expressions of opinion only and the Attorneys make no guarantee as to the outcome of any litigation, settlement or trial proceedings.

SIGNED, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

ATHENS COUNTY COMMISSION

Accepted:

TAFT STETTINUS & HOLLISTER LLP  
65 E. State Street, Suite 1000  
Columbus, Ohio 43065

By \_\_\_\_\_  
David J. Butler, Esq.  
Lead Counsel

Date \_\_\_\_\_

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Attorneys shall receive the "greater of" the gross recovery-based contingent fee or the attorneys' fees awarded. There is no fee if there is no recovery.

TAFT STETTINUS & HOLLISTER LLP and the other law firms, hereinafter referred to as the "Attorneys," agree to advance all necessary litigation expenses necessary to prosecute these claims. All such litigation expenses, including the reasonable internal costs of electronically stored information (ESI) and electronic discovery generally or the direct costs incurred from any outside contractor for those services, will be deducted from any recovery after the contingent fee is calculated. There is no reimbursement of litigation expenses if there is no recovery.

The CLIENT acknowledges this fee is reasonable given the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly, the likelihood this employment will preclude other employment by the Attorneys, the fee customarily charged in the locality for similar legal services, the anticipated (contingent) litigation expenses and the multipand results obtained, the experience, reputation, and ability of the lawyer or lawyers performing the services and the fact that the fee is contingent upon a successful recovery.

This litigation is intended to address a significant problem in the community. The litigation focuses on the manufacturers and wholesale distributors and their role in the diversion of millions of prescription opiates into the illicit market which has resulted in opioid addiction, abuse, morbidity and mortality. There is no easy solution. Many of the facts of the case are locked behind closed doors. The billion dollar industry denies liability. The litigation will be very expensive and the litigation expenses will be advanced by the Attorneys with reimbursement contingent upon a successful recovery. The outcome is uncertain, as is all civil litigation, with compensation contingent upon a successful recovery. Consequently, there must be a clear understanding between the CLIENT and the Attorneys regarding the definition of a "successful recovery."

The Attorneys intend to present a damage model designed to abate the public health and safety crisis. This damage model may take the form of money damages or equitable remedies (e.g., abatement fund). The purpose of the lawsuit is to seek reimbursement of the costs incurred in the past fighting the opioid epidemic and/or recover the funds necessary to abate the health and safety crisis caused by the unlawful conduct of the manufacturers and wholesale distributors. The CLIENT agrees to compensate the Attorneys, contingent upon prevailing, by paying 25% of any settlement/resolution/judgment, in favor of the CLIENT, whether it takes the form of monetary damages or equitable relief. For instance, if the remedy is in the form of monetary damages, CLIENT agrees to pay 25% of the gross amount to Attorneys as compensation and then reimburse the reasonable litigation expenses. If the remedy is in the form of equitable relief (e.g., abatement fund), CLIENT agrees to pay 25% of the gross value of the equitable relief to the Attorneys as compensation and then reimburse the reasonable litigation expenses. To be clear, Attorneys shall not be paid nor receive reimbursement from public funds. However, any judgment arising from successful prosecution of the case, or any consideration arising from a settlement of the matter, whether monetary or equitable, shall not be considered public funds for purposes of calculating the contingent fee. Under no circumstances shall the CLIENT be obligated to pay any Attorneys fee or any litigation expenses except from moneys expended by defendant(s) pursuant to the resolution of the CLIENT's claims. If the defendant(s) expend their own resources to abate the public health and safety crisis in exchange for a release of liability, then the Attorneys will be paid the designated contingent fee from the resources expended by the defendant(s). CLIENT acknowledges this is a necessary condition required by the Attorneys to dedicate their time and invest their resources on a contingent basis in this enormous project. If the defendant(s) negotiate a release of liability, then the Attorneys should be compensated based upon the consideration offered to induce the dismissal of the lawsuit.

The division of fees, expenses and labor between the Attorneys will be decided by private agreement between the law firms and subject to approval by the CLIENT. Any division of fees will be governed by the Ohio Rules of Professional Conduct including: (1) the division of fees is in proportion to  
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**AUTHORITY TO REPRESENT**

RE: Athens County (Ohio) civil suit against those legally responsible for the wrongful distribution of prescription opiates and damages caused thereby.

The ATHENS COUNTY BOARD OF COMMISSIONERS AND THE ATHENS COUNTY PROSECUTING ATTORNEY (hereinafter "CLIENT") hereby retains the law firm TAFT STETTINUS & HOLLISTER LLP, pursuant to the Ohio Rules of Professional Responsibility and O.R.C. § 305.14, on a contingent fee basis, to pursue all civil remedies against those in the chain of manufacturing and distribution of prescription opiates responsible for the opioid epidemic which is plaguing Athens County (Ohio) including, but not limited to, filing a claim for public nuisance to abate the damages caused thereby. David J. Butler, Esq. (Ohio #0068455) of the law firm TAFT STETTINUS & HOLLISTER LLP shall serve as LEAD COUNSEL. CLIENT authorizes lead counsel to employ and/or associate additional counsel, with consent of CLIENT, to assist LEAD COUNSEL in the just prosecution of the case. CLIENT consents to the participation of the following firms:

TAFT STETTINUS & HOLLISTER LLP  
65 E. State St.  
Suite 1000  
Columbus, OH 43065

GREENE, KITCHUM, FANKELL, BAILEY & TWIER, LLP  
419 11th Street  
Huntington, West Virginia

LEVIN, PAPANTOFLO, THOMAS, MITCHELL, RAFFERTY & PROCTOR, PA  
316 South Baylen Street  
Pensacola, Florida

BARON & BUDD, PC  
3102 Oak Lawn Avenue #1100  
Dallas, Texas

HILL PETERSON CARPER BEB & DEITZLER PLLC  
500 Tracy Way  
Charleston, West Virginia

MCKINCHY FULLER LAW GROUP  
97 Elias Whiddon Rd  
Hattiesburg, Mississippi

POWELL & MAESTRO, PLLC  
405 Capitol Street, Suite P-1200  
Charleston, WV 25301

In consideration, CLIENT agrees to pay thirty percent (25%) of the total recovery (gross) in favor of the CLIENT as an attorney fee whether the claim is resolved by compromise, settlement, or trial and verdict (and appeal). The gross recovery shall be calculated on the amount obtained before the deduction of costs and expenses. Total fees and expenses shall not exceed thirty-five percent (35%) of the gross recovery. CLIENT grants Attorneys an interest in a fee based on the gross recovery. If a court awards attorneys' fees,

Page 1 of 3

Pro. Atty. - ODRC 2018 ACE Diversion Grant & 2017 VAWA Grant Forms  
Public Defender Addendums  
Regional Prevention Council - Re-Appointment  
Law Library Petty Cash  
Sheriff Smith

~TRAVEL

Auditor

Auditor, Jill Thompson - CAAO Financial Committee - March 2, 2018 - Columbus, OH

Auditor Jill Thompson, Tammi Goeglein, Exec. Assist. - SE Dist. Mtg. - O.U. Innovation Ctr. - March 9<sup>th</sup>

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, absent; Mr. Adkins, yea; Mr. Chmiel, yea.

~ 09:30 a.m. - HAPCAP/CHIP Public Hearing #1 - Glen Crippen - In attendance: Commissioner Charlie Adkins; Kayla Beard  
Athens News; JoAnn Rockhold, Julie Brooks.

**HAPCAP/CHIP Public Hearing #1**

AGENDA

PUBLIC HEARING #1, ATHENS COUNTY, CITY OF NELSONVILLE, CITY OF ATHENS

Community Housing Impact & Preservation Program (CHIP)

March 6, 2018- 9:30 AM

Athens County Commissioner's office, 15 S Court Street Athens Ohio 45701

1. Introductions
2. Community Housing Impact & Preservation (CHIP) program overview
3. CHIP Partnership
4. Funding sources- CDBG, HOME, OHTF (Ohio Housing Trust Fund)
5. Eligible Activities
  - A. Home Rehabilitation (Owner & Rental)
  - B. Home Repair (Owner & Rental)
  - C. Home ownership Assistance (Down payment, Rehabilitation, New Construction)
  - D. Tenant-Based Rental Assistance
6. National Objective
7. Application due date- May 4, 2018

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the minutes from February 27, 2018.

**Minutes**

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, absent; Mr. Adkins, yea; Mr. Chmiel, yea.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the payment of the required County Bills, which are

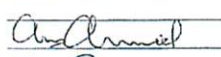
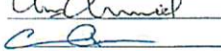

**Bills**

or any political subdivision, or execution of public trusts. The Board of County Commissioners shall retain the authority to decide the disposition of the case and maintain absolute control of the litigation.

NOW, THEREFORE, BE IT RESOLVED, the Board of County Commissioners hereby joins with the Prosecuting Attorney in filing an application with the Court of Common Pleas for the authorization, pursuant to Ohio Revised Code Section 305.14, to employ TAFT STETTINUS & HOLLISTER LLP as special counsel to assist the Board of County Commissioners in the pursuit of civil litigation to abate or cause to be abated the public nuisance of opioid abuse, addiction, morbidity and mortality caused by the manufacturers and wholesale distributors of prescription opiates on a contingent fee basis.

FURTHER, that the Board of County Commissioners hereby approve the filing of a civil action and direct special counsel to perform all due diligence and take appropriate action against all manufacturers and wholesale distributors legally responsible for causing or contributing to the opioid epidemic plaguing our community.

As to such action, each member voted as follows:

	President	_____
	Commissioner	3-6-18
	Commissioner	3-8-18

#### CERTIFICATION

I, \_\_\_\_\_, the duly appointed and acting Clerk of the Board of \_\_\_\_\_ County Commissioners of Athens County, Ohio, do hereby certify the above to be a true and correct copy of a resolution adopted by the Athens County Board of County Commissioners on \_\_\_\_\_, 2018, Journal \_\_\_\_\_, Page \_\_\_\_\_.

21654450.1

#### ATHENS COUNTY BOARD OF COUNTY COMMISSIONERS ATHENS COUNTY, OHIO

RESOLUTION # \_\_\_\_\_ - 2018 \_\_\_\_\_, 2018

#### A RESOLUTION: APPROVING THE FILING OF CIVIL COMPLAINT AGAINST MANUFACTURERS AND DISTRIBUTORS OF PRESCRIPTION OPIATES.

It was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ that the following resolution be adopted:

WHEREAS, there exists a serious public health and safety crisis in this County involving opioid abuse, addiction, morbidity, and mortality and the opioid crisis is a public nuisance;

WHEREAS, the Board of County Commissioners has the authority to take action to protect the public welfare of the citizens of this County;

WHEREAS, the Board of County Commissioners have duly considered the litigation filed by other Ohio counties against the manufacturers and wholesale distributors of prescription opiates;

WHEREAS, the Board of County Commissioners believes it is in the best interest of the citizens of this County to pursue similar litigation;

WHEREAS, Section 305.14 of the Ohio Revised Code provides that the Court of Common Pleas, upon the application of the Prosecuting Attorney and the Board of County Commissioners may authorize the employment of legal counsel to assist the Prosecuting Attorney, the Board or any other county officer in any matter of public business coming before said board or officer; and

WHEREAS, Paul T. Farrell, Jr., a West Virginia attorney licensed to practice law in Ohio, has designed a plan and assembled national consortium of elite trial counsel that includes TAFT STETTINUS & HOLLISTER LLP to investigate, pursue civil litigation and hold responsible those in the chain of manufacturing and distribution of prescription opiates responsible for the public health and safety crisis;

WHEREAS, the Board of County Commissioners has conferred with special counsel regarding the potential civil liability of those in the chain of manufacturing and distribution of prescription opiates which caused or contributed to the opioid epidemic plaguing our community;

WHEREAS, the Board of County Commissioners has considered the terms of the Authority to Represent necessary to retain special counsel;

WHEREAS, the retention of special counsel is necessary and desirable given the expertise required to prosecute this complex case against the manufacturers and wholesale distributors. The citizens of this County will benefit from the retention of special counsel on a contingent fee basis. There is no fee if there is no recovery. There is no reimbursement of litigation expenses if there is no recovery. Such counsel shall not exercise any administrative discretion in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the state

1 included in the list of the ACCOUNTS PAYABLE CHECK REGISTER - Athens County, Date: March 6, 2018 and the bills are hereby the same and authorize the County Auditor to issue warrants on the County Treasurer for payment in the same. Complete list of bills maintained in the Auditor's office.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, absent; Mr. Adkins, yea; Mr. Chmiel, yea.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Appropriations & New Fund & Line Item Requests:

**Appropriations - New Fund & Line Item Requests**

~NEW FUND & LINE ITEM REQUESTS/CHANGES

EMS Capital Projects  
Receipts 553.5535.417100 Other  
553.5535.422100 Transfers In

Expenditures  
553.5535.530100 Contract Services  
553.5535.560100 Other

~APPROPRIATIONS

SEPTA  
\$141.75 into 837.7370.530201 Medical Services

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, absent; Mr. Adkins, yea; Mr. Chmiel, yea.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following two (2) Contract Amendments, three (3) month extension and renewal, with Career Connections, as recommended by DJFS Director, Scott Zielinski:

**DJFS - Contract Amendment / Renewal Career Connections**

**Athens County Job & Family Services  
Amendment 1**

1 This FIRST AMENDMENT to CONTRACT made and entered into on the 28th day of March, 2017 is made and entered into on the 6<sup>th</sup> day of March, 2018, by and between the Athens County Department of Job and Family Services (hereinafter referred to as ACDJFS) and the Career Connections, (hereinafter referred to as CONTRACTOR) [Contact information: Yumi Choe, 280 East State Street, Athens, OH 45701, (740)594-4941). Pursuant to the Ohio Revised Code and rules promulgated by the Ohio Department of Job and Family Services (ODJFS), the ACDJFS is authorized to contract with public or private agencies for the purchase of social services, and the performance of administrative or other duties.

WHEREAS, ACDJFS seeks to purchase services of Temporary Employment Services as determined by ACDJFS, and

**ADDENDUM TO  
COMMUNITY-BASED CORRECTIONS PROGRAM  
407      SUBSIDY GRANT AGREEMENT**

This Addendum is between the State of Ohio, Department of Rehabilitation and Correction, and Athens County. It modifies the fiscal year 2018 Community-Based Corrections Program 407 subsidy grant agreement in the amount of \$99,200.00. The grant award shall be increased by \$24,800.00 to \$124,000.00 effective on the date approved by the Deputy Director of the Division of Parole and Community Services in the Ohio Department of Rehabilitation and Correction. Total expenditures for Fiscal Year 2018 (July 1, 2017 to June 30, 2019) will not in any case exceed \$124,000.00.

Christopher Galli

Christopher Galli, Chief  
Bureau of Community Sanctions

\_\_\_\_\_  
County Commissioner      Date

Cynthia Mausser

Cynthia Mausser, Deputy Director  
Division of Parole and Community Services

Ch. Chund 3-6-18  
County Commissioner      Date

C. Q. 3-6-18  
County Commissioner      Date

Kelly M. M. 2/27/2018  
~~City Manager/Mayor~~      Date  
County Executive

CONTRACTOR seeks to provide such services, the parties hereby enter into the following CONTRACT, whereby the parties seek to amend the contract so that it reads as follows:

ARTICLE 1: CONTRACT PERIOD, AMENDMENT, AND TERMINATION

1.1 CONTRACT PERIOD: This CONTRACT shall be effective beginning on 04/03/2017 to and including 06/30/2018 unless otherwise terminated.

1.2 AMENDMENT: This CONTRACT may be amended only by an amendment prepared in writing, signed by both parties, and approved by the Athens County Board of Commissioners. All such amendments shall be dated and become a part of the original CONTRACT

CONTRACT PRICE: ACDJFS shall pay to CONTRACTOR the sum of the monthly invoice for services rendered by CONTRACTOR pursuant to Article 2 of this Contract, subject to the terms and conditions specified elsewhere in this Contract. The maximum amount payable under this contract will be One Hundred Forty five Thousand eighty and no one-hundredth dollars (\$145,080.00). Full copy of agreement/amendment on file in Commissioner's Office.

**Ohio Department of Job and Family Services**

**IV-D Contract**

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Athens County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Career Connections (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV -D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV -D Contract as if fully written herein. Nothing in this IV -D Contract shall be construed contrary to state or federal laws and regulations.

IV-D Contract Terms:

1. IV-D Contract Period: The IV-D Contract is effective from 05/01 /2018 through 04/30/2019, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV -D Contract. The IV -D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.

2. Unit of Service: Subject to the terms and conditions set forth in this IV -D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: Up to 6 temporary workers working 30 hours per week for 52 weeks at a rate of \$10.00 per hour for each worker with an administration fee of \$5.50 per hour for each worker (administration fee includes all taxes, fees and insurance costs for the workers).

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D

Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

3. Optional Purchase of Non-CSEA Initiated Activities: In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

4. IV-D Contract Costs:

4A. Unit Rate: The Unit Rate for this IV-D Contract is \$15.50 per Unit of Service as determined by:

- The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
- The procurement process for a IV-D Contract with a private entity.

4B. Total IV-D Contract Cost: The Total IV-D Contract Cost is \$145,080.00

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, absent; Mr. Adkins, yea; Mr. Chmiel, yea.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing the Sheriff's Department to order a new K-9 vehicle (SUV) to replace the one totaled in an accident a few days earlier.

**Sheriff - New K9 Vehicle Purchase Approved**

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, absent; Mr. Adkins, yea; Mr. Chmiel, yea.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the Athens County Dog Shelter agreement release of liability for volunteers, as recommended by Mary Beth Brown, Athens County Dog Warden. Signed volunteer forms kept on file at the Dog Shelter.

**Dog Shelter Volunteers**

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, absent; Mr. Adkins, yea; Mr. Chmiel, yea.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to reschedule the following Commissioner Meeting:

**Commissioner Meeting Re-Scheduled**

Move Meeting from Tuesday, March 13<sup>th</sup> to Thursday, March 15<sup>th</sup>, 2018

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, absent; Mr. Adkins, yea; Mr. Chmiel, yea.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to ratify the Commissioner's signature on the following Letter of Support for Athens on Demand Transit:

**Athens on Demand Transit Letter of Support**

March 1, 2018

To Whom It May Concern:

As the Lead Agency, the Board of Athens County Commissioners supports HAPCAP's application for ODOT 5310 funding for Athens on Demand Transit.

Sincerely,



/s/ Lenny Eliason  
 /s/ Chris Chmiel  
 /s/ Charlie Adkins

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, absent; Mr. Adkins, yea; Mr. Chmiel, yea.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following County Property Declared Surplus as requested by Juvenile Court:

<u>Property Description</u>	<u>Model#</u>	<u>Serial#</u>	
Fujitsu sheet scanner	fi6130	160930	
Fujitsu sheet scanner	fi6130	144319	* All Approved for Destruction - Not in good working order
OKI mono printer	B4350	22104A	
Fujitsu sheet scanner	fi6130	160966	
HP laser jet printer 4250	Q5400A	CNBXB16112	

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, absent; Mr. Adkins, yea; Mr. Chmiel, yea.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving and authorizing the Commissioner's signatures on the following Athens County Prosecutor's Office-ODRC 2018 Grant: A.C.E. Diversion Grant Addendum, as requested by the Pro. Atty. Office:

**2018 Ohio Department of Rehabilitation and Correction Subsidy Grant Addendum.** The Commissioners had previously signed the grant agreement for the full 100% level funding and this is the addendum to increase the grant to the full funding level. To recap, in June 2017 as a result of state funding uncertainties, grants were funded at an 80% level with the hope that throughout the 24 month grant period, funding levels would be placed back at a 100% level with an addendum. This Addendum is between the State of Ohio, Department of Rehabilitation and Correction, and Athens County. It modifies the fiscal year 2018 Community-Based Corrections Program 407 subsidy grant agreement in the amount of \$99,200.00. The grant award shall be increased by \$24,800.00 to \$ 124,000.00 effective on the date approved by the Deputy Director of the Division of Parole and Community Services in the Ohio Department of Rehabilitation and Correction. (Copied to page 121)  
 Total expenditures for Fiscal Year 2018 (July 1, 2017 to June 30, 2019) will not in any case exceed \$ 124,000.00.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, absent; Mr. Adkins, yea; Mr. Chmiel, yea.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving and authorizing the Commissioner signatures on the 2017

**Juvenile Court - County Surplus Property**

**Pro. Atty. - ODRC2018 Diversion Grant Addendum**

**Pro. Atty. - 2017 VAWA Grant Pre-Award Condition Forms**

VAWA Grant Form applications as requested by the Pro. Atty. Office for the 2017-WF-VA5-8417 VAWA Grant request Pre-Award Condition Forms For Government/Public and Private Agencies. Copy on file in Commissioners Office.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, absent; Mr. Adkins, yea; Mr. Chmiel, yea.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the Public Defender Addendums for the second half of the year: for the Villages of Albany, Amesville, Buchtel, Chauncey, Coolville, Glouster, Jacksonville & Trimble; and the cities of Athens and Nelsonville The parties herein, being Athens County, herein after referred to as County, and the City of Nelsonville previously entered into an agreement on the 1st day of July, 2017, for the provision of legal counsel to indigent defendants. The parties, pursuant to Paragraph 5 of that agreement, hereby mutually extend the agreement to provide legal representation for indigent person from December 31, 2017, through June 30, 2018. All the terms of the agreement signed between the parties of July 1, 2017, shall remain in full force and effect and are incorporated herein..

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, absent; Mr. Adkins, yea; Mr. Chmiel, yea.

**Public Defender Addendum**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing the re-appointment of Cathy Hill to the Regional Prevention Council, Ohio Children's Trust Fund (OCTF). Term: March 7, 2018 to March 7, 2020. Two year term.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, absent; Mr. Adkins, yea; Mr. Chmiel, yea.

**Ohio Children's Trust Fund - Appointment  
Cathy Hill**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the request by the Law Library, for \$17.00 in petty cash to fill the new copier. The new copy machining has an attached coin/bill machine for patrons to pay for copies made.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, absent; Mr. Adkins, yea; Mr. Chmiel, yea.

**Law Library - Petty Cash Fund**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Travel:

**Travel**

Auditor

Auditor, Jill Thompson - CAAO Financial Committee - March 2, 2018 - Columbus, OH

Auditor Jill Thompson, Tammi Goeglein, Exec. Assist. - SE Dist. Mtg. - O.U. Innovation Ctr. - March 9<sup>th</sup>

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, absent; Mr. Adkins, yea; Mr. Chmiel, yea.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins proclaiming National Agriculture Week as follows:

**National Agriculture Week Proclamation**

**NATIONAL AGRICULTURE WEEK**

When Americans sit down to a meal each day, we sometimes take for granted the quality, abundance and value of the food we eat. Our supermarkets, grocery stores and restaurants offer a tremendous selection of fruits, vegetables, meats, dairy products and other food items, but we

often forget the hardworking men and women whose skill and effort put that food on our tables.

American agriculture plays a crucial role in strengthening our economy and in providing food for people around the world. While producing an abundance of safe and affordable food and fiber, our farmers also provide a source of jobs in our community. When you factor in all the jobs involved in processing, distributing and marketing food and fiber products, you see that American agriculture is truly everywhere and touches everyone in almost every way. American agriculture is our nation's largest employer. More than 22 million people today work in the agricultural industry. World population is expected to reach 7.9 billion by the year 2020 and American agriculture is poised to reach the demands of feeding this growing population.

Now, therefore, we, the Athens County Commissioners, by virtue of the authority vested in us, do hereby proclaim March 18-24, 2018 as National Agriculture Week. We call upon citizens to acknowledge and celebrate the achievements of all those who, working together, produce an abundance of agricultural products that strengthen and enrich our community and our nation.

Signed this 6th day of March, 2018.

Lenny Eliason, President absent

/s/ Chris Chmiel

/s/ Charlie Adkins

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, absent; Mr. Adkins, yea; Mr. Chmiel, yea.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to enter into executive session at 1:45 with Prosecuting Attorney, Keller Blackburn and Assistant Prosecutor, Zach Saunders, to discuss the opiate epidemic / lawsuit and potential litigation with Southeast Ohio Regional Jail.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, absent; Mr. Adkins, yea; Mr. Chmiel, yea.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to return to regular session at 1:50.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, absent; Mr. Adkins, yea; Mr. Chmiel, yea.

~ Let the record reflect No Action regarding the Regional Jail.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to enter into contract for representation, TAFT and the filing of a civil complaint against manufacturers and distributors of prescription opiates.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, absent; Mr. Adkins, yea; Mr. Chmiel, yea.

(Resolution and Authority to Represent Copied to pages 119-120).

ATHENS COUNTY BOARD OF COUNTY COMMISSIONERS  
ATHENS COUNTY, OHIO

**Executive Session w/Pro. Atty. & Assist. Pro.  
Atty. - Discuss Opiate lawsuit/ potential  
litigation SEORJ**

**Return to Regular Session - No Action re  
Regional Jail**

**Opiate - Enter into Contract for  
Representation, TAFT and the Filing of Civil  
Complaint against Mfg. & Distributors of Rx  
Opiates**

A RESOLUTION: APPROVING THE FILING OF CIVIL COMPLAINT AGAINST MANUFACTURERS AND DISTRIBUTORS OF PRESCRIPTION OPIATES.

It was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ that the following resolution be adopted:

WHEREAS, there exists a serious public health and safety crisis in this County involving opioid abuse, addiction, morbidity, and mortality and the opioid crisis is a public nuisance;

WHEREAS, the Board of County Commissioners has the authority to take action to protect the public welfare of the citizens of this County;

WHEREAS, the Board of County Commissioners have duly considered the litigation filed by other Ohio counties against the manufacturers and wholesale distributors of prescription opiates;

WHEREAS, the Board of County Commissioners believes it is in the best interest of the citizens of this County to pursue similar litigation;

WHEREAS, Section 305.14 of the Ohio Revised Code provides that the Court of Common Pleas, upon the application of the Prosecuting Attorney and the Board of County Commissioners may authorize the employment of legal counsel to assist the Prosecuting Attorney, the Board or any other county officer in any matter of public business coming before said board or officer; and

WHEREAS, Paul T. Farrell, Jr., a West Virginia attorney licensed to practice law in Ohio, has designed a plan and assembled national consortium of elite trial counsel that includes TAFT STETTINIUS & HOLLISTER LLP to investigate, pursue civil litigation and hold responsible those in the chain of manufacturing and distribution of prescription opiates responsible for the public health and safety crisis;

WHEREAS, the Board of County Commissioners has conferred with special counsel regarding the potential civil liability of those in the chain of manufacturing and distribution of prescription opioids which caused or contributed to the opioid epidemic plaguing our community;

WHEREAS, the Board of County Commissioners has considered the terms of the Authority to Represent necessary to retain special counsel;

WHEREAS, the retention of special counsel is necessary and desirable given the expertise required to prosecute this complex case against the manufacturers and wholesale distributors. The citizens of this County will benefit from the retention of special counsel on a contingent fee basis. There is no fee if there is no recovery. There is no reimbursement of litigation expenses if there is no recovery. Such counsel shall not exercise any administrative discretion in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the state or any political subdivision, or execution of public trusts. The Board of County Commissioners shall retain the authority to decide the disposition of the case and maintain absolute control of the litigation.

NOW, THEREFORE, BE IT RESOLVED, the Board of County Commissioners hereby joins with the Prosecuting Attorney in filing an application with the Court of Common Pleas for the authorization, pursuant to Ohio Revised Code Section 305.14, to employ TAFT STETTINIUS & HOLLISTER LLP as special counsel to assist the Board of County Commissioners in the pursuit of civil litigation to abate or cause to be abated the public nuisance of opioid abuse, addiction, morbidity and mortality caused by the manufacturers and wholesale distributors of prescription opiates on a contingent fee basis.

FURTHER, that the Board of County Commissioners hereby approve the filing of a civil action and direct special counsel to perform all due diligence and take appropriate action against all manufacturers and wholesale distributors legally responsible for causing or contributing to the opioid epidemic plaguing our community.

As to such action, each member voted as follows:

_____, President	- _____
_____, Commissioner	- _____
_____, Commissioner	- _____

CERTIFICATION

I, \_\_\_\_\_, the duly appointed and acting Clerk of the Board of \_\_\_\_\_ County Commissioners of Athens County, Ohio, do

**Resolution Filing of Civil Complaint against  
Mfg. & Distributers of Rx Opiates**

**Authority to Represent Athens County**  
Athens County (Ohio) civil suit against those legally responsible for the wrongful distribution of prescription opiates.

hereby certify the above to be a true and correct copy of a resolution adopted by the Athens County Board of County Commissioners on \_\_\_\_\_, 2018, Journal 107 \_\_\_\_, Page \_\_\_\_.

**AUTHORITY TO REPRESENT**

RE: Athens County (Ohio) civil suit against those legally responsible for the wrongful distribution of prescription opiates and damages caused thereby.

The ATHENS COUNTY BOARD OF COMMISSIONERS (hereinafter "CLIENT") hereby retains the law firm TAFT STETTINIUS & HOLLISTER LLP, pursuant to the Ohio Rules of Professional Responsibility and O.R.C. § 305.14, on a contingent fee basis, to pursue all civil remedies against those in the chain of manufacturing and distribution of prescription opiates responsible for the opioid epidemic which is plaguing Athens County (Ohio) including, but not limited to, filing a claim for public nuisance to abate the damages caused thereby. David J. Butler, Esq. (Ohio #0068455) of the law firm TAFT STETTINIUS & HOLLISTER LLP shall serve as LEAD COUNSEL. CLIENT authorizes lead counsel to employ and/or associate additional counsel, with consent of CLIENT, to assist LEAD COUNSEL in the just prosecution of the case. CLIENT consents to the participation of the following firms:

TAFT STETTINIUS & HOLLISTER LLP  
65 E. State St.  
Suite 1000  
Columbus, OH 43065

GREENE, KETCHUM, FARRELL, BAILEY & TWEEL, LLP  
419 11th Street  
Huntington, West Virginia

LEVIN, PAPANTONIO, THOMAS, MITCHELL, RAFFERTY & PROCTOR, PA  
316 South Baylen Street  
Pensacola, Florida

BARON & BUDD, PC  
3102 Oak Lawn Avenue #1100  
Dallas, Texas  
HILL PETERSON CARPER BEE & DEITZLER PLLC  
500 Tracy Way  
Charleston, West Virginia

MCHUGH FULLER LAW GROUP  
97 Elias Whiddon Rd  
Hattiesburg, Mississippi

POWELL & MAJESTRO, PLLC  
405 Capitol Street, Suite P-1200  
Charleston, WV 25301

In consideration, CLIENT agrees to pay thirty percent (30%) of the total recovery (gross) in favor of the CLIENT as an attorney fee whether the claim is resolved by compromise, settlement, or trial and verdict (and appeal). The gross recovery shall be calculated on the amount obtained before the deduction of costs and expenses. CLIENT grants Attorneys an interest in a fee based on the gross recovery. If a court awards attorneys' fees, Attorneys shall receive the "greater of" the gross recovery-based contingent fee or the attorneys' fees awarded. There is no fee if there is no recovery.

TAFT STETTINIUS & HOLLISTER LLP and the other law firms, hereinafter referred to as the "Attorneys," agree to advance all necessary litigation expenses necessary to prosecute these claims. All such litigation expenses, including the reasonable internal costs of electronically stored information (ESI) and electronic discovery generally or the direct costs incurred from any outside contractor for those services, will be deducted from any recovery after the contingent fee is calculated. There is no reimbursement of litigation expenses if there is no recovery.

The CLIENT acknowledges this fee is reasonable given the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly, the likelihood this employment will preclude other employment by the Attorneys, the fee customarily charged in the locality for similar legal services, the anticipated (contingent) litigation expenses and the anticipated results obtained, the experience, reputation, and ability of the lawyer or lawyers performing the services and the fact that the fee is contingent upon a successful recovery.

This litigation is intended to address a significant problem in the community. The litigation focuses on the manufacturers and wholesale distributors and their role in the diversion of millions of prescription opiates into the illicit market which has resulted in opioid addiction, abuse, morbidity and mortality. There is no easy solution. Many of the facts of the case are locked behind closed doors. The billion dollar industry denies liability. The litigation will be very expensive and the litigation expenses will be advanced by the Attorneys with reimbursement contingent upon a successful recovery. The outcome is uncertain, as is all civil litigation, with compensation contingent upon a successful recovery. Consequently, there must be a clear understanding between the CLIENT and the Attorneys regarding the definition of a "successful recovery."

The Attorneys intend to present a damage model designed to abate the public health and safety crisis. This damage model may take the form of money damages or equitable remedies (e.g., abatement fund). The purpose of the lawsuit is to seek reimbursement of the costs incurred in the past fighting the opioid epidemic and/or recover the funds necessary to abate the health and safety crisis caused by the unlawful conduct of the manufacturers and wholesale distributors. The CLIENT agrees to compensate the Attorneys, contingent upon prevailing, by paying 30% of any settlement/resolution/judgment, in favor of the CLIENT, whether it takes the form of monetary damages or equitable relief. For instance, if the remedy is in the form of monetary damages, CLIENT agrees to pay 30% of the gross amount to Attorneys as compensation and then reimburse the reasonable litigation expenses. If the remedy is in the form of equitable relief (e.g., abatement fund), CLIENT agrees to pay 30% of the gross value of the equitable relief to the Attorneys as compensation and then reimburse the reasonable litigation expenses. To be clear, Attorneys shall not be paid nor receive reimbursement from public funds. However, any judgment arising from successful prosecution of the case, or any consideration arising from a settlement of the matter, whether monetary or equitable, shall not be considered public funds for purposes of calculating the contingent fee. Under no circumstances shall the CLIENT be obligated to pay any Attorneys fee or any litigation expenses except from moneys expended by defendant(s) pursuant to the resolution of the CLIENT's claims. If the defendant(s) expend their own resources to abate the public health and safety crisis in exchange for a release of liability, then the Attorneys will be paid the designated contingent fee from the resources expended by the defendant(s). CLIENT acknowledges this is a necessary condition required by the Attorneys to dedicate their time and invest their resources on a contingent basis to this enormous project. If the defendant(s) negotiate a release of liability, then the Attorneys should be compensated based upon the consideration offered to induce the dismissal of the lawsuit.

The division of fees, expenses and labor between the Attorneys will be decided by private agreement between the law firms and subject to approval by the CLIENT. Any division of fees will be governed by the Ohio Rules of Professional Conduct including: (1) the division of fees is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation and agrees to be available for consultation with the CLIENT; (2) the CLIENT has given written consent after full disclosure of the identity of each lawyer, that the fees will be divided, and that the division of fees will be in

proportion to the services to be performed by each lawyer or that each lawyer will assume joint responsibility for the representation; (3) except where court approval of the fee division is obtained, the written closing statement in a case involving a contingent fee shall be signed by the CLIENT and each lawyer and shall comply with the terms of Rule 1.5 (c)(2) of the Ohio Rules of Professional Conduct; and (4) the total fee is reasonable. LEAD COUNSEL shall appoint a contact person to keep the CLIENT reasonably informed about the status of the matter in a manner deemed appropriate by the CLIENT. The CLIENT at all times shall retain the authority to decide the disposition of the case and personally oversee and maintain absolute control of the litigation. Upon conclusion of this matter, LEAD COUNSEL shall provide the CLIENT with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination. The closing statement shall specify the manner in which the compensation was determined under the agreement, any costs and expenses deducted by the lawyer from the judgment or settlement involved, and, if applicable, the actual division of the lawyers' fees with a lawyer not in the same firm, as required in Rule 1.5 (e)(3) of the Ohio Rules of Professional Conduct. The closing statement shall be signed by the CLIENT and each attorney among whom the fee is being divided. Nothing in this Agreement and nothing in the Attorneys' statement to the CLIENT may be construed as a promise or guarantee about the outcome of this matter. The Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of this matter are expressions of opinion only and the Attorneys make no guarantee as to the outcome of any litigation, settlement or trial proceedings. SIGNED, this 6<sup>th</sup> day of March, 2018.

ATHENS COUNTY COMMISSION

Accepted:  
TAFT STETTINIUS & HOLLISTER LLP  
65 E. State Street, Suite 1000  
Columbus, Ohio 43065

By \_\_\_\_\_  
David J. Butler, Esq. Date  
Lead Counsel

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, absent; Mr. Adkins, yea; Mr. Chmiel, yea.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to accept settlement payment of \$600.00 on the account of Megan Mecum, as requested by EMS Chief Rick Callebs.

**EMS - Payment Settlement - M. Mecum**

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, absent; Mr. Adkins, yea; Mr. Chmiel, yea.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing EMS Chief Rick Callebs, to continue and resolve the six month probation period request of F/T Floater Paramedic Kayla Young, by six (6) months. Commissioner Adkins stated he wants this to be taken up with the Union President for compliance.

**EMS - Authorize EMS Chief Callebs to Continue & Resolve Probation Request by K. Young**

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, absent; Mr. Adkins, yea; Mr. Chmiel, yea.



~ EMS Lieutenant position discussion - posting has closed with five individuals bidding on the job.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to set up a review committee consisting of Commissioner Charlie Adkins, Auditor Jill Thompson, Supervisor, Teresa Imler (911) for the hiring of the EMS Lieutenant Position.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, absent; Mr. Adkins, yea; Mr. Chmiel, yea.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to acknowledge receipt of following Request for Proposals for Emergency Medical Services Billing:

- \* Change Healthcare
- \* Digitech
- \* Andre's Medical Billing
- \* Medicount Mgt. Inc.
- \* Specialized Medical Billing & Consulting
- \* QuickMed Claims
- \* LifeQuest Services
- \* AMB - Ambulance Medical Billing
- \* EMS IMC.

\* The proposals will be reviewed by Chief Callebs, and he will return with a recommendation at a later date.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, absent; Mr. Adkins, yea; Mr. Chmiel, yea.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to adjourn the above meeting.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, absent; Mr. Adkins, yea; Mr. Chmiel, yea.

**EMS Lieutenant Position - Posting Closed  
Set up Review Committee for Hiring**

**EMS RFPs - Acknowledge Receipt**


**Adjourn**

  
JoAnn Rockhold, Clerk

  
Julie Brooks, Assistant Clerk

**ABSENT**

  
Lenny Eliason, President

  
Chris Chmiel, Vice-President

  
Charlie Adkins