

THE BOARD OF ATHENS COUNTY COMMISSIONERS, met in regular session, with Lenny Eliason presiding, Charlie Adkins and Chris Chmiel in attendance.

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

ATHENS COUNTY BOARD OF COUNTY COMMISSIONERS
Meeting Agenda for January 29, 2019 - Convenes at 9:30 a.m.

Approve Agenda

Approve Minutes from January 15, 2019

Approve Appropriations, Transfers, New Line Items Requests/Changes

Approve Bills

09:30 Engineer Bid Award - ATH-OPWC BOX CULVERTS PROJECT
09:45 DJFS - Jean Demosky
10:00 Chasity Schmelzenbach - EMA
11:00 911 - Acting Dir. Aaron Maynard

~ AGENDA ITEMS

Data Board Recommendations
ACWSD - Payment Agreement (ratify signature)
ACCS - Agrmt. With Pro. Atty.
317 Board - Resignation
Port Authority Board Appointments
Buckeye Hills Regional Council Board Appointment
Lease Agreement Termination
Public Defender Contracts
Pacific Life Withdrawal Request
Pro Atty - VAWA Grant (Pre-Award Conditions)
Records Center Discussion
AEP Building Incentive Application - EMS (signature)
Credit Card Policy
EMA Employment
HAPCAP/Sheriff Contract
RFI Broadband
Disability Commission
Sustainability Plan

~TRAVEL

Area 14, WDB Dir. Laurie McKnight
Attend to Ohio ACT Workforce Forum - January 30, 2019 - Columbus, Ohio

Commissioner Chris Chmiel / Treasurer Ric Wasserman
Ohio Land Bank Network Meeting - February 13, 2019 - Lewis Center, Ohio

Auditor
-Aud. Jill Thompson - GFOA Education Mtg. - Jan. 25, Mar. 15, Nov. 8 - Gahanna, Ohio
Aud. Jill Thompson - OCCO Mtg. - Jan. 23, Mar. 27, May 15, July 24, Sept. 25, Nov. 20 - Columbus, Ohio

DJFS
Dir. Jean Demosky - Jan. 29 - Jackson, Ohio

~ADJOURNMENT

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

MINUTES

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the minutes from January 15, 2019.

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

APPROPRIATIONS, TRANSFERS, NEW LINE ITEMS REQUESTS/CHANGES

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the Appropriations, Transfers, New Line Items Requests/Changes submitted and processed through the Auditor's Office by various Departments. Dated: January 29, 2019 - Budget Transfers and Amendments. Copies on file in Commissioner's Office. (Copied to page 71).

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

BILLS

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

Auditor's Office INVOICE TRACKING REPORT - From: 1/22/2019 To: 1/29/2019 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, yea; Mr. Adkins, yea; Mr. Chmiel, yea.

ENGINEER BID AWARD - ATH-OPWC BOX CULVERTS PROJECT

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to Award the bids No. 1 & 4 to Scioto Valley Precast and bids No. 2, 3 and 5 to Lindsay Precast as presented, and to authorize signatures on all necessary documents for the project. (Bid tab copied to page 72). The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.

DJFS - DIR. JEAN DEMOSKY - AGENDA FOR DISCUSSION

COMMISSIONERS

1-29-19

ACDJFS

1. Updates

a. SNAP

- i. Food/Donations - 3 week lift on govt. shutdown, does not change anything. Huge response from local business and individuals wishing to help with donations.
- ii. Homemakers Support - Group in Denver White Bldg., helping to run food pantry. Will help with being more self sustaining.

2. Personnel Actions

a. New Hire

3. Bargaining - Dir. Demosky does not anticipate any problems.

4. Scanning Project Report - Project will be done by the end of April at the Denver White Bldg.

a. Changed the end date to 4/30/19 -

5. REQUEST:

Blanket resolution designating the CDJFS Director or other non-elected official authorizing inter-county transfers. (may specifically designate me, not my position.) The designation could renew every 5 years or ends upon my employment termination. - Dir. Demosky will provide draft resolution for Commissioners to review.

6. Facilities

a. Flooding at County Home - Dir. Demosky presented pictures of flooding at the DJFS location. Flooding affects parking for clients. She is still getting ideas to alleviate this issue. The Commissioners suggested that she talked to the County Planner, Jessie Powers, as she is the Floodplain administrator. She is also meeting with Maint. Supv., Jeff Gabriel regarding an alternate parking plan across the street for 20-25 employee vehicles, with a shuttle provided to and from the lot.

DJFS - NEW HIRE INCOME MAINT. WORKER II

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the recommendation by Dir. Demosky to hire Mary McDaniel as an Income Maintenance Aid II at \$17.43 hour.

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

MISC. DEPARTMENT'S EQUIPMENT/SOFTWARE REQUESTS

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving requests from the following Departments for equipment/software requests, as recommended by the Data Processing Board:

* Sheriff - Request for three (3) Surface Pros, to be used for training purposes and in the office by Makina Milum, Joni Allbaugh and Children Services Caseworker Jen Adkins. Eros Tech. - \$3,879.00.

* Athens County Children Services - Request for eight (8) scanners and four laptops. Current scanners cannot be repaired and need replaced. Three laptops will be used with the imaging system and one will be used by a school outreach caseworker. Amazon - \$7,271.94

* ACBDD - Request for seven Surface Pros that need updated and replacement of the current ten (10) year old server. CDWG - \$6,825.21

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

ACWSD - PAYMENT AGREEMENT

A motion was made by Mr. Chmiel and seconded by Mr. Adkins ratifying the signature of Commissioner Eliason and authorizing a payment plan for Charles Humphrey for monies owed the Athens County Water and Sewer District for water and sewer service, the total amount past due is \$626.13 requiring a monthly minimum payment of \$313.07 on Jan. 25, 2019 and \$313.06 on Feb. 8, 2019. Customer must pay payment amount, plus the current bill, failure to do so breaks the agreement and payment is due in full. Should at any time Charles Humphrey not make one of these payments the account will be considered delinquent and service could be shut off.

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

ACWSD - PAYMENT AGREEMENT

A motion was made by Mr. Chmiel and seconded by Mr. Adkins ratifying the signature of Commissioner Eliason and authorizing a payment plan

for Nora Coakley for monies owed the Athens County Water and Sewer District for water and sewer service, the total amount past due is \$505.03 minus a payment of \$285.03 requiring a monthly minimum payment of \$95.01 plus the regular monthly bill, for months. Customer must pay payment amount, plus the current bill, failure to do so breaks the agreement and payment is due in full. Should at any time not make one of these payments the account will be considered delinquent and service could be shut off. First payment due before or on Feb.28, 2019. The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.

ACCS AGRMT. W/PRO. ATTY.

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

**AGREEMENT BETWEEN
THE ATHENS COUNTY CHILDREN SERVICES BOARD
AND
THE ATHENS COUNTY PROSECUTING ATTORNEY**

**I.
PURPOSE**

This Agreement is entered into by the Athens County Children Services Board (hereinafter "ACCSB") and the Athens County Prosecuting Attorney (hereinafter "Prosecutor" or "County Prosecutor").

WHEREAS, ACCSB desires to have assistant prosecuting attorney (APA) exclusively or partially exclusively dedicated to handle child welfare matters, and

WHEREAS the County Prosecutor desires to be able to dedicate APA to handle child welfare matters and to have ACCSB cover the expense of providing these dedicated APA and associated costs,

WHEREFORE, the parties enter into this agreement to define the respective parties' duties and responsibilities to fulfill their stated reasons for entering this agreement.

A further reason for entering into this agreement is to define the relationship and responsibilities between the parties for the Prosecutor's activities which contribute to the proper and efficient administration of Title IV-E of the Social Security Act (hereinafter "Title IV-E" or "IV-E"), 42 U.S.C.A. 670 et. seq.

EFFECTIVE DATE AND TERM

This Agreement will become effective January 1, 2019 and will remain in effect until December 31, 2019. The parties anticipate that this contract will be renewed from year to year under like terms with the modification being the amount of salary and fringe benefits payable to the APA.

Pay for Services

If the Athens County Prosecutor finds it necessary to engage additional staff to meet the allowable functions described in Article III, section C beyond those performed by the one (1) full time APA, these allowable functions will be considered "pay for service" and will not exceed \$20,000.00 (Twenty Thousand Dollars) for the term of this contract. All pay for service tasks will be agreed upon by ACCSB and County Prosecutor prior to performance and must be assigned per case. All such assignments will be documented on an hourly basis by case and activity. The County Prosecutor further agrees to conform such accounting practices and procedures to the standards denoted in (2 CFR Part 225, Cost Principles for State, Local and Tribal Governments and to specifically conform the documentation of time and cost salary and wages to the requirements noted in 2 CFR Part 225, Appendix B, Provision 8). Copy of Agreement on file in Commissioner's Office.

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

317 BOARD RESIGNATION

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to acknowledge receipt of Ralph Harvey's resignation from the 317 Board. The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.

317 BOARD APPOINTMENT

A motion was made by Mr. Chmiel and seconded by Mr. Adkins appointing Eddie Smith to the unexpired term of Ralph Harvey. Term: 07/01/2018 to 06/30/2022. 4 year terms.

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

PORT AUTHORITY BOARD APPOINTMENTS

Discussion regarding board member appointments. The Commissioners instructed the Clerk to contact all interested applicants and send a letter to the public to advertise for interest as well. Commissioner Adkins will contact the Attorney General's office for training.

EMA - NOBLE COUNTY EMA COORDINATOR

Chasity Schmelzenbach - Noble County EMA Coordinator - Discussion with Commissioners on overview of program alignment.

EMA EMPLOYEE SALARY INCREASE

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to increase EMA employee, Pam Pierson's Salary by \$1.00 per hour, retro back to January 1, 2019.

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

BUCKEYE HILLS REG. COUNCIL BOARD APPTS. - Area on Aging

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to re appoint Commissioner Charlie Adkins to the Regional Advisory Council, Area on Aging.

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

BUCKEYE HILLS REG. COUNCIL BOARD APPTS.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins appointing Ted Linscott, Comm. Charlie Adkins and Comm. Chris Chmiel to the General Policy Council for Buckeye Hills. (Public).

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

911 - RESIGNATION

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to accept the resignation of Rob Mount, effective January 25, 2019, as recommended by Acting 911 Dir. Aaron Maynard.

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

911 JOB POSTING

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing Acting 911 Dir. Aaron Maynard to post the job for full time employment at the 911 Center, vacated by Rob Mount's resignation.

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

EMS PROPOSED LOCATION DISCUSSION

Commissioner Adkins wanted to express his reservations with the proposed location of the EMS building and it being very near a gas pipeline. He has concerns with putting the first responders in that situation. Commissioner Eliason agreed that given that reservation, this is something to think about and they should continue to look for alternate

LEASE AGREEMENT TERMINATION Former ATCO Bldg.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Termination of Lease Agreement for the former ATCO building:

ACKNOWLEDGMENT BY PARTIES OF TERMINATION OF LEASE AGREEMENT

Notice is hereby given by this document that the tenancy of the Athens County Board of Developmental Disabilities, specifically the ATCO building located at 21 Campbell Street, City of Athens, State of Ohio, is terminated effective January 22, 2019 by agreement of the parties. This is a termination of landlord/tenant agreement between the Board of Athens County Commissioners, Landlord, and the Athens County Board of Developmental Disabilities, Tenant.

It is agreed upon by the parties that all items, equipment, and any other property of the Athens County Board of Developmental Disabilities and/or ATCO be removed from the premises no later than January~, 2019. Upon the termination of said lease, the Athens County Board of Developmental Disabilities shall not be liable for any rents, utilities or any other costs associated with the lease except for any damage done to the building.

The Athens County Board of Developmental Disabilities agrees to vacate the Premises by the termination date listed above, included in the Lease and shall leave the Premises in a reasonably condition and repair and otherwise in such a condition as provided to the Athens County Board of Developmental Disabilities by Athens County.

By this Acknowledgment, effective on the termination date and so long as neither party shall be in default, each party hereto releases the other party hereto from all claims, demands, damages, rights, liabilities, and causes of action of any nature whatsoever, whether at law or equity, known or unknown, suspected or unsuspected, which are related or in any manner incidental to the landlord/tenancy agreement, and which arises out of transactions and occurrences from and after the termination date. Each party waives and relinquishes any right or benefit which it has or may have under applicable law regarding waiver of unknown claims to the full extent that it may lawfully waive such rights and benefits.

IN WITNESS WHEREOF, the parties hereto have executed this Acknowledgment on the dates set forth below, to be effective for all purposes, however, as of the date first set forth above.

Page 1 of 2

LANDLORD

BOARD OF ATHENS COUNTY

COMMISSIONERS

/s/ Lenny Eliason, Commissioner

/s/ Charlie Adkins, Commissioner

/s/ Chris Chmiel, Commissioner

TENANT

ATHENS COUNTY

**BOARD OF DEVELOPMENTAL
DISABILITIES.**

Name

Title

Approved as to Form: _____ Keller J. Blackburn
Athens County Prosecutor's Office

Page 2 of 2

(Copied to page 73).

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

PUBLIC DEFENDER CONTRACTS

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the Public Defender Addendums for the second half of the year: as follows:

ADDENDUMS

The parties herein, being Athens County, herein after referred to as County, and the the Villages of Albany, Amesville, Buchtel, Chauncey, Coolville, Glouster, Jacksonville & Trimble; and the cities of Athens and Nelsonville , previously entered into an agreement on the 1st day of July, 2018, , 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, 2018, through June 30, 2019. All the terms of the agreement signed between the parties of July 1, 2018, shall remain in full force and effect and are incorporated herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands, the day and year first above written.

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

PACIFIC LIFE WITHDRAWAL REQUEST - MORRISON

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the Pacific Life Withdrawal Request as requested by county employee A. Morrison.

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

PRO ATTY. VAWA GRANT

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to accept the Victim Assistance Program: VAWA Grant Pre-Award Conditions packet, for the 2018-WF-V AS-8417 Grant, as requested by the Pro Atty's Office. Copy of grant forms on file in Commissioners Office.

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

RECORDS CENTER DISCUSSION

Commissioner Adkins discussed the current Records Center on Shafer Street, being at capacity, and suggested a site visit to the former ATCO building, next week, inviting Records Clerk, Peggy Six to attend as well, to address space issues.

He also discussed the old water tank on the top floor of the Sheriff's building and the possibility of removing it. He will consult with Maint. Supv. Jeff Gabriel about this issue.

AEP BUILDING INCENTIVE APPLICATION - EMS station

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to ratify Commissioner Chmiel's signature on the Project Enrollment AEP Ohio Application for the proposed Athens County EMS Station at 21 Kenny Drive.

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

CREDIT CARD POLICY REVISED

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve the revised credit card policy as presented, and name Clerk JoAnn Rockhold the compliance officer. Copy on file in Commissioners Office.

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

TRAVEL APPROVED

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

Area 14, WDB Dir. Laurie McKnight

Attend to Ohio ACT Workforce Forum - January 30, 2019 - Columbus, Ohio

Commissioner Chris Chmiel / Treasurer Ric Wasserman

Ohio Land Bank Network Meeting - February 13, 2019 - Lewis Center, Ohio

Auditor

Aud. Jill Thompson - GFOA Education Mtg. - Jan. 25, Mar. 15, Nov. 8 - Gahanna, Ohio

Aud. Jill Thompson - OCCO Mtg. - Jan. 23, Mar. 27, May 15, July 24, Sept. 25, Nov. 20 - Columbus, Ohio

DJFS

Dir. Jean Demosky - Jan. 29 - Jackson, Ohio

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

HAPCAP - ATHENS ON DEMAND TRANSIT PURCHASE OF SERVICE CONTRACT w/Sheriff

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approve and authorize Sheriff Rodney Smith's signature on the following Transportation Services Contract:

Athens On-Demand Transit
Purchase of Service Contract: Transportation Services

This contract made and entered into on the 29 day of January, 2019, by the Athens County Sheriff's Office (hereinafter thereafter referred to as "Client") and Hocking Athens Perry Community Action Athens On-Demand Transit, a provider of transportation services (hereinafter thereafter referred to as "Vendor"). The following are the terms of the contract:

1. **PURCHASE OF SERVICES:** Subject to terms and conditions set forth in this contract and any attached exhibits (such exhibits are deemed to be part of this contract as fully as if set forth herein), Athens County Sheriff's Office agrees to purchase for and the Vendor agrees to furnish to, eligible individuals those specific transportation services detailed in this agreement.
2. **CONTRACT PERIOD:** This contract will be effective from _____, 2019 through _____, 2019 inclusive, unless otherwise terminated.
3. **AVAILABILITY OF FUNDS:** Total value of services not to exceed \$3,000.
4. **COST AND DELIVERY OF SERVICES:** Transportation services will be provided to the eligible individual, as determined by the Client. Vehicles will be used to transport those individuals from the Client's designated pick up, including but not limited to Southeastern Ohio Regional Jail to the destination during the hours of 8:00 AM to 7:30 PM Monday to Friday. Cost will be \$3.00 per mile from pick up location to rider destination including services provided outside of Athens County. The vendor will provide this service on days requested within the Vendor's capacity to provide services during the length of this contract. The Client will be required to contact the Vendor with the date and time each service is being requested.
 - * During the hours of 8AM-3PM Client will call the dispatching office to schedule or request a ride, Monday to Friday at 740-597-2404.
 - * Riders will be accompanied by an employee of the Client for the duration of the ride.
5. **PAYMENT FOR PURCHASED SERVICES:** Vendor will, within fifteen days of the end of each month, submit to the Client an invoice for direct transports from the previous month showing where the trip was to and from, total number of miles and the total dollar amount being billed broken down by mileage charged. The Client will review invoices for completeness and accuracy, before making payment within thirty days after receipt of an accurate invoice. Vendor warrants that claims made to the client for payment for services shall be for actual, allowable services rendered, and do not duplicate claims made by Vendor to some other sources of funds for the same service. Invoices will contain the names of the Southeastern Ohio Regional Jail associate requesting services, the date and time of the ride, and the miles traveled.
6. **RESPONSIBILITIES OF VENDOR:** The Vendor understands that as a contractor, they are not an employee of the Client. All drivers utilized by the Vendor will have a valid Ohio Driver's license, trained in first aid, CPR, blood borne pathogens amongst other mandatory trainings. All drivers are subject to background checks before hire and Vendor follows drug and alcohol testing requirements. All vehicles are insured and in working order. Vendor provides all maintenance functions necessary to provide the highest quality of service possible, including trained drivers, supervision, passenger reservations/scheduling, vehicle dispatching, vehicles, fuel and lubricants, and parts and supplies required to service maintain and repair revenue vehicles. The Vendor agrees to maintain compliance with the state, federal and local regulations which govern the provision of this service. A portion of the negotiated charges may be used for Capital maintenance/Replacement.
7. **FINANCIAL RECORDS:** The Vendor shall maintain books, records, payroll, documents, accounting procedures and practices, which sufficiently and properly reflect all claims of any nature made in the performance of this contract. Such records shall be subject to inspection by the individual of entity selected for the audit required by articles of this contract.
8. **RESPONSIBILITY FOR REPORTS:** Vendor agrees to prepare reports, at the request of the Client identifying the progress and accomplishments made in this service.
9. **RESPONSIBILITY FOR AUDIT EXCEPTIONS:** Vendor agrees to accept responsibility for receiving, replying to and/or complying/reimbursing any audit exception by appropriate state or federal audits directly related to the provisions of the Vendor contract. Vendor agrees to maintain compliance with the federal, state, and local regulations, which govern the provisions of this service.
10. **CIVIL RIGHTS:** The Client and Vendor agree that as a condition of this contract, there will be no discrimination against any client or any employee based upon race, color, sex, religion, national origin, disability, or any other factor as specified in Title VI of the Civil Rights Act of 1964, and Executive Order 11246, as entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60. It is further agreed that the Vendor will comply with all appropriate federal and states laws regarding such discrimination and the right to and method for appeal will be made regarding such discrimination and the right to and method of appeal will be made available to all persons served under this contract.
11. **FAIR HEARING:** The Client and Vendor agree that the Vendor is responsible for fulfilling responsibilities relative to appeals and state hearings in accordance with Chapter 5101:2-30 of the Administrative Code.

12. **INSURANCE:** Vendor agrees to contract for such insurance that is reasonably necessary, and legally required to provide transportation services, and to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which would cause injury or death.

13. **TERMINATION:** The Vendor is responsible for providing services to the general public in their identified service area. If at any time, the Vendor determines that this contract is adversely affecting their ability to provide their primary service, the contract may be terminated. This contract shall be terminated automatically if the Vendor fails to meet all requirements imposed by law. This contract may also be terminated on the basis of adverse findings in the audit required by previous Articles, or at any time, upon thirty days written notice by either party.

14. **AMENDMENT OF CONTRACT:** This contract may be amended at any time by a written amendment signed by both parties.

15. **CONTRACT INFORMATION:** All questions and issues regarding the contract should be directed to:

Jody Hart
Athens On-Demand Transit Manager
1 Pinchot Place, Athens, Ohio 45701
740-597-2404/740-589-3781
jody.hart@hapcap.org

Rodney Smith
Athens County Sheriff
740-593-6633

The parties below agree to the terms outlined in the above purchase of service contract.

_____ Sheriff Rodney Smith	_____ Title	_____ Date
_____ Athens On-Demand Transit, HAPCAP	_____ Title	_____ Date

Copy on file in Commissioners Office.

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

RFI BROADBAND DISCUSSION

Commissioner Chmiel discussed the RFI for Broadband (in conjunction w/ US50 sewer improvement project), and volunteered to be the contact person. The RFI will be posted on the County Website as well.

Request for Information
By
Athens County, Ohio
For
Conduit/ Fiber Installation in
Conjunction with Sewer Improvement
RFI Issue Date: February 1, 2019
Response Due Date: February 28, 2019

I. OPPORTUNITY SUMMARY AND OVERVIEW

Purpose

Athens County (the "County") is issuing this Request for Information ("RFI") to receive information from qualified Respondents, as defined below, regarding the installation of conduit and/ or fiber optics in coordination with the County's U.S. 50 Sewer System Improvements Project ("Sewer Project") (Project No. 000000000 196430). It is the intent of the County through this RFI to identify options and opportunities for third party expansion of Broadband Infrastructure, as defined herein, in coordination with the Sewer Project to benefit County residents, businesses, community institutions, and government.

Background

The Sewer Project is a County-wide improvement project. The project is anticipated to require construction along 29 miles of new gravity and 7 miles of new force main sewer system (generally located along the properties highlighted on the map included in Exhibit A). Additional information is also available on the Sewer District's website: <http://www.co.athensoh.org/residents/sewerproject.php>. The County desires to provide third parties the opportunity to install conduit and/ or fiber, dark or lit, ("Broadband Infrastructure") in local rights-of-way in coordination with the Sewer Project construction as a "dig once" initiative to expand broadband in the County, if a suitable arrangement is identified. The types of entities that the County anticipates may respond to this RFI include, but are not limited to: internet service providers ("ISPs"), competitive local exchange carriers ("CLECs"), local exchange carriers ("LECs"), and/ or data centers (individually a "Respondent" and collectively "Respondents"). No funds have been appropriated by the County to enter into an agreement as described in this RFI.

2. INQUIRIES AND SCHEDULE OF EVENTS

Inquiries

Following the RFI Issue Date, Respondents may make inquiries regarding this RFI at any time prior to the Response Due Date to the following County Authorized Representative:

Chris Chmiel
Athens County Commissioner
15 S. Court St.
Athens, OH 45701
(740) 592-3214
Cchmiel@athensoh.org

Inquiries to the Authorized Representative do not create exceptions to the terms and conditions of this RFI. Respondents shall not contact to discuss the RFI, any person who is an employee, officer, elected official or agent of the County, with respect to this RFI, except the County's Authorized Representative. The County may disqualify any Respondent who makes such contact.

Schedule of Events

Event:

RFI Issue Date

Response Due Date

Date and Time:

February 1, 2019

February 28, 2019,

1:00PM

Eastern Time

All responses to this RFI must be emailed as a PDF or Word document to the Authorized Representative by the Response Due Date. **Please use 1
· "Broadband RFI Submission" as the subject line for the email.

County Review of Responses and Scheduling of Respondent Interviews,
as needed

March 2019

Following its receipt, the Authorized Representative may contact the '
Respondent for clarification and questions with respect to its RFI response.
RFP Issue Date, at the County's discretion

April 2019

The concepts provided for in this RFI may form the basis for a Request for
Proposals ("RFP") in the future.

· *An entity must respond to this RFI in order to be eligible for such RFP.
· Anticipated Construction Start Date for Project(s) Awarded under RFP,
at the County's discretion

May/ June 2019

3. RESPONSE SUBMISSION AND FORMAT

The County's initial objectives, scope and potential outcomes are described herein as a general framework for a response. Respondents are encouraged to provide a level of thoroughness that will enable the County to achieve the RFI objectives and to address the topics outlined below in a response. However, the County welcomes alternative and additional ideas to coordinate with the Sewer Project. Responses should address each of sections A - E, as applicable; sections F and G are optional. Respondents are advised that there is a ten-page (10) limit for responses. Respondents are further advised to focus their responses on County-specific elements as opposed to including generalized or marketing statements and collateral unnecessarily.

A. Respondent Contact Information:

- Name of Respondent Firm
- Name of Contact Person
- Title of Contact Person
- Address of Contact Person
- Telephone Number of Contact Person
- Email of Contact Person

B. Respondent Business Information:

- Identify whether the Respondent is a Corporation, Partnership, Joint Venture, Limited Liability Company, or Other (if "Other", please describe). If applicable, please also provide:
 - o CEO/Chairman Name
 - o Address of Firm Headquarters
 - o Federal Tax ID Number
 - o Year Established and Jurisdiction in which Firm Established
 - o Name and role of members of Joint Venture, Partnership, or Limited Liability Company

C. Respondent Experience:

- Organization History and Structure
- Lines of Business/ Services offered
- Number of Employees
- Staff Technical Expertise
- Market Territory
- Sample corporate and government clients and references (at election of Respondent)
- Case studies of similar projects, as available, and summary of lessons learned, best practices, overview of what works and doesn't work and other practicalities and perspectives gathered

D. Respondent Proposed Broadband Build-out:

- Detailed narrative and map of the proposed architecture of Broadband Infrastructure including any significant networks to which a Respondent's network connects and how connectivity occurs (i.e., data centers, indefeasible right-to-use ("IRU") fiber, lit services, strategic alliances, etc.).
- How Respondent proposes to install conduit and/ or fiber in coordination with the Sewer Project.
- If the Respondent is proposing to install fiber, number of strands or pairs included. A proposed fiber system can be sized in any way that the Respondent deems appropriate, including any fiber count. However, more fiber will be considered better and fiber built in a loop structure is preferable. It is the County's preference that the fiber design also have sufficient quantity of fibers to support next generation technologies, such as connected/ autonomous vehicle projects and Fifth Generation ("5G") wireless, as well as private uses by other broadband companies.
- Any RFP resulting from this RFI will be a non-exclusive engagement with a third party. As such, Respondent should discuss whether it will provide other carriers access to the Broadband infrastructure, how (i.e., lease/ indefeasible right-to-use, etc.), and why this may be appealing to the other carriers. Respondents are encouraged to consider dark fiber leasing/ indefeasible rights to-use and other creative ways for both the County and private companies to use these facilities. Also, Respondent should detail whether it currently allows other carriers to utilize its network.
- Whether the Respondent proposes to make any of its Broadband Infrastructure available to the County and if so, in what manner (i.e., lease/ indefeasible right-to-use, etc.) and whether the Respondent currently allows other public entities to utilize its network.
- How expanding Broadband Infrastructure in coordination with the Sewer Project would benefit Respondent's business/ operations.

E. Respondent Proposed Ownership Model:

- The proposed Broadband Infrastructure may be owned and managed by Respondent or may be built by Respondent and owned by another entity. The County has neither preference for, nor bias against either method and seeks to better understanding the potential of each approach.

F. Respondent Proposed Broadband Service Offerings:

- Respondent to describe how it proposes to work with the County and/ or others to determine local broadband needs and solutions/ opportunities for expansion in order to attract and/ or retain businesses and residents; promote telehealth, remote learning, and other online applications; enhance workforce development; integrate technology applications into government; and more.
- Respondent to describe how and at what speeds it proposes to provide and/ or enhance "last mile" broadband to County residents, businesses, community institutions, and government.
- Respondent to describe how its proposed network will facilitate 100 gigabits per second ("Gbps") connectivity within the County in accordance with the Athens, Ohio Downtown Redevelopment District Plan. The Athens, Ohio Downtown Redevelopment Plan is available at: <http://athenscountyohedc.com/wp-content/uploads/2018/04/Athens-DRD-Draft-Plan-3-30-18.pdf>
- Respondent to describe any additional services end-users will have access to through the Respondent's build-out (i.e., security, storage, replication, back-up, voice services, etc.).
- Respondent to describe opportunities to use Broadband Infrastructure for advanced technologies.
- Respondent to describe the role it envisions Broadband Infrastructure expansion will play in the region in terms of economic development, such as retaining business, incubating new businesses in the County and supporting the creation of opportunities for existing businesses of all sizes.

G. Respondent Financial Information:

- Respondent to describe how it anticipates financing its Broadband Infrastructure build-out.
- The County may be willing to reallocate all or part of its current spend on broadband services to a third party Respondent. Respondents should elaborate on the benefits of such opportunity.
- Respondents should overview any potential revenue share opportunities with the County.

4. DISCLAIMER

The intent of this RFI is to obtain information. It is not a formal request for a bid. There will be no award. No contractual relation is established by submission of a proposal to this RFI. If the County decides to acquire any products or services based on the information submitted in response to this RFI, the appropriate procurement methods will be used. However, the County offers no assurance or guarantee that a solicitation for procurement will result from this RFI. The County reserves the right to cancel this RFI, modify the RFI, modify the process, or the scope of the project. This RFI does not commit or bind the County to enter into a contract or proceed with the procurement described herein. Expenses incurred by Respondents in developing, preparing, or submitting any information, documentation, or other materials in response to this RFI and/or by attending meetings directly or indirectly related to this RFI are entirely the responsibility of the Respondents and will neither be paid nor reimbursed by the County. Respondents develop, prepare, and/ or submit any information, documentation, or other materials in response to this RFI at their own risk and expense. All information, documentation, or other materials submitted in response to this RFI become the property of the County. Respondents should retain submission copies for their records. The County reserves the right to use any and all ideas presented in any response.

The Respondent's RFI response is not confidential and will be subject to disclosure in its entirety except

the parts of the RFI that may be treated as confidential in the sole discretion of the County, in accordance with Ohio Revised Code ("Public Records Act"). Each Respondent, by submitting an RFI response to the County consents to such disclosure and expressly waives any right to contest such disclosure under the Public Records Act.

Notwithstanding any proposed redactions and/or claims of exemption asserted by any Respondent, the County shall have sole discretion to determine the applicability of any exemptions under the Public Records Act and of the contents to be disclosed in response to a request thereunder. Under no circumstances will the County or its employees, agents (including the County's Authorized Representative), or members be responsible or liable to a Respondent or any other party as a result of disclosing any such materials, including the redacted material, whether the disclosure is deemed required by law or by an order of court or occurs through inadvertence, mistake or negligence on the part of the County, or its employees, agents, or members.

Submission of an RFI response constitutes the Respondent's agreement to the provisions of this section.

Athens County, Ohio

Request for Information:

EXHIBIT A:

Sewer Project Map On file in Commissioners Office

ADA DISABILITY COMMISSION DISCUSSION

Commissioner Chmiel discussed his meeting with the Disability Commission regarding County Buildings.

They recommended that all voting locations and county offices be handicap accessible. They provided a list of recommendations for audits for all buildings. He will forward the information to the other Commissioners.

Commissioner Eliason suggested this information also be shared with the Board of Elections.

SUSTAINABILITY PLAN DISCUSSION

Commissioner Chmiel discussed the interest from Ohio University for a potential internship program. This would require funding. He will further discuss this with his contact at the University and report back with details.

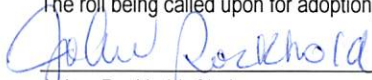
EMA INTERVIEWS

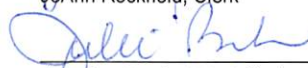
The Commissioners advised the Clerk to set up interviews for the EMA position during the February 5th Meeting next week.

ADJOURN

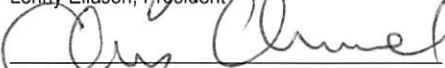
A motion was made by Mr. Chmiel and seconded by Mr. Adkins to adjourn the above meeting.

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


JoAnn Rockhold, Clerk


Julie Brooks, Assistant Clerk


Lenny Eliason, President


Chris Chmiel, Vice-President


Charlie Adkins

Amended 1-29-19



01/29/2019 09:02
4877jrockhold

Athens County
BUDGET TRANSFERS AND AMENDMENTS

P
bganden

Record Number	Year	Per	Journal	Date	Clerk	Description	Total Increase	Total Decrease	Workflow Status
1	2019	01	1022	01/22/2019	4877tthatcher	transfer	107.10	107.10	Approved
2	2019	01	1023	01/22/2019	4877tthatcher	increase	7,363.15	0.00	Approved

** END OF REPORT - Generated by JoAnn Rockhold **

Athens County Engineer BID FOR PRECAST CONCRETE BOX CULVERTS Bid Summary - 1/28/2019					Scioto Valley Precast		Lindsay Precast		Carr Concrete	
REF NO.	ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	Special	CR34-7.26 Structure, As Per Plan	1	LS	\$23,072.00	\$ 23,072.00	\$33,918.60	\$ 33,918.60	\$70,200.00	\$ 70,200.00
2	Special	TR181-0.25 Structure, As Per Plan	1	LS	\$23,812.00	\$ 23,812.00	\$32,224.65	\$ 32,224.65	\$58,650.00	\$ 58,650.00
3	Special	CR9-2.55 Structure, As Per Plan	1	LS	\$25,150.00	\$ 25,150.00	\$35,879.42	\$ 35,879.42	\$48,240.00	\$ 48,240.00
4	Special	TR27-2.10 Structure, As Per Plan	1	LS	\$23,622.00	\$ 23,622.00	\$33,918.60	\$ 33,918.60	\$49,100.00	\$ 49,100.00
5	Special	CR73-3.42 Structure, As Per Plan	1	LS		No Bid	\$34,910.43	\$ 34,910.43	\$53,900.00	\$ 53,900.00
		TOTAL COST =				\$ 95,656.00		\$ 170,851.70		\$ 280,090.00

COMMISSIONER'S

JOURNAL

ATHENS COUNTY,

January 29, 2019

PAGE 72

ACKNOWLEDGEMENT BY PARTIES OF TERMINATION OF LEASE AGREEMENT

Notice is hereby given by this document that the tenancy of the Athens County Board of Developmental Disabilities, specifically the ATCO building located at 21 Campbell Street Athens, Ohio 45901, City of Athens, State of Ohio, is terminated effective January 29, 2019 by agreement of the parties. This is a termination of landlord/tenant agreement between the Board of Athens County Commissioners, Landlord, and the Athens County Board of Developmental Disabilities, Tenant.


It is agreed upon by the parties that all items, equipment, and any other property of the Athens County Board of Developmental Disabilities and/or ATCO be removed from the premises no later than January 29, 2019. Upon the termination of said lease, the Athens County Board of Developmental Disabilities shall not be liable for any rents, utilities or any other costs associated with the lease except for any damage done to the building.


The Athens County Board of Developmental Disabilities agrees to vacate the Premises by the termination date listed above, included in the Lease and shall leave the Premises in a reasonably condition and repair and otherwise in such a condition as provided to the Athens County Board of Developmental Disabilities by Athens County.

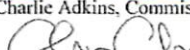
By this Acknowledgement, effective on the termination date and so long as neither party shall be in default, each party hereto releases the other party hereto from all claims, demands, damages, rights, liabilities, and causes of action of any nature whatsoever, whether at law or equity, known or unknown, suspected or unsuspected, which are related or in any manner incidental to the landlord/tenancy agreement, and which arises out of transactions and occurrences from and after the termination date. Each party waives and relinquishes any right or benefit which it has or may have under applicable law regarding waiver of unknown claims to the full extent that it may lawfully waive such rights and benefits.


IN WITNESS WHEREOF, the parties hereto have executed this Acknowledgement on the dates set forth below, to be effective for all purposes, however, as of the date first set forth above.

LANDLORD
BOARD OF ATHENS COUNTY
COMMISSIONERS

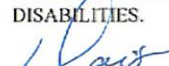

Lenny Elason, Commissioner


Charlie Adkins, Commissioner


Chris Chmiel, Commissioner

Approved as to Form: 
Keller J. Blackburn
Athens County Prosecutor's Office

TENANT
ATHENS COUNTY
BOARD OF DEVELOPMENTAL
DISABILITIES.


Name
Title Sup