

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

AGENDA

A motion was made by and seconded by to approve the following agenda:

ATHENS COUNTY BOARD OF COUNTY COMMISSIONERS

Meeting Agenda for January 3, 2019 - Convenes at 9:30 a.m. - (Moved from January 1, 2019)

Approve Agenda

Approve Minutes from December 13, 2018

Approve Bills

09:30 Sheriff/Dog Shelter
10:00 Richard Hodges, O.U.
10:30 Lt. Aaron Maynard - 911

~ AGENDA ITEMS

Amended Certificate
WATH Radio Schedule
J.L. Uhrig Prof. Services Contract
ACCS - FVI Contract w/Sheriff
HDR & Frank Lavelle Drawdown /Pay Requests
Wifi Connection
Port Authority Resignation
Annexation - Reschedule Date
CCAOSC Energy Agreement
Engineer Advertisement for Bids - ATH-OPWC Box Culverts Project
Buckeye Hills RCD
Ice Miller Contract
TCAP Grant

~TRAVEL

Area 14 WDB Dir. Laurie McKnight
Gallia-Meigs Comm. Action/Site Visits Meigs Co. - Monitoring of Flood Mitigation NDWG - Jan. 9, 2019
HAPCAP / Site visits in Athens/Perry Co. - Monitoring of Flood Mitigation NDWG - Jan. 11, 2019

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 December 13, 2019.

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: 12/20/2018 To: 01/03/2019 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.

Sheriff / Dog Warden Agrmt. w/Commissioners

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Agreement between the Athens County Board of Commissioners and the Athens County Sheriff's Office as the Athens County Dog Warden:

**AGREEMENT BETWEEN THE ATHENS COUNTY BOARD OF
COMMISSIONERS AND THE ATHENS COUNTY SHERIFF'S OFFICE
AS THE ATHENS COUNTY DOG WARDEN**

THIS AGREEMENT, made and entered into this 3 day of January, 2019, by and between the Board of Commissioners of Athens County, Ohio, hereinafter called "Board", and Athens County Sheriffs Office, hereinafter called "ACSO".

WITNESSETH:

SECTION 1: Term of Agreement.

Pursuant to R.C. 955.121 (A)(1) the Board has appointed ACSO as county dog warden by way of Resolution # 103-109. The agreement for ACSO to be the county dog warden shall be for an initial period of two (2) years commencing on January 7th, 2019 and ending on December 31, 2021.

SECTION 2: Duties.

ACSO shall faithfully perform all necessary and customary duties and shall further enforce sections 955.01 to 955.27 and 955.50 and 955.53 of the Ohio Revised Code.

SECTION 3: ACSO Appointment Abilities.

The parties agree that ACSO may appoint sheriff deputies or persons other than peace officers as deputy dog wardens. ACSO shall be responsible for the hiring and any other employment matters involving the county dog warden and the county dog shelter.

SECTION 4: Training

The parties agree that ACSO and any deputy dog warden must comply with the following:

- (1) Any training requirements applicable to county dog wardens and deputy dog wardens appointed or employed under section 955.12 of the Ohio Revised Code; and
- (2) The requirements established in section 955.12.

Page 1 of 3

SECTION 5: Athens County Dog Shelter.

In addition to being county dog warden, ACSO shall be in charge and be responsible for the operations at the Athens County Dog Shelter.

SECTION 6: Supervision of Humane Officer

The parties agree that ACSO or the assigned deputy dog warden(s) shall supervise the Athens County Humane Officer which shall also include but is not limited to assigning tasks, coordinating department functions, providing direction and standards in compliance with state and local laws.

SECTION 7: Indemnification

ACSO shall defend, save harmless and indemnify the Board against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of ACSO's duties as Dog Warden. The Board may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

SECTION 8: General Provisions

- 1) The text herein shall constitute the entire agreement between the parties.
- 2) This Agreement shall be binding upon and insure to the benefit of the successors of ACSO.
- 3) This agreement shall become effective commencing on January 7th, 2019.
- 4) If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the Board has caused this Agreement to be signed and executed on its behalf pursuant to authority and directions given by Resolution#103-109 passed on December 19th, 2018, and ACSO has caused this Agreement to be signed and executed.

ATHENS COUNTY BOARD OF
COUNTY COMMISSIONERS:

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

ATHENS COUNTY SHERIFF'S OFFICE:

/s/ Rodney Smith
Athens County Sheriff

Page 2 of 3

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

Page 3 of 3.

(Copied to pages 7-8).

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

Sheriff - TCAP Funds / Transport Vehicle

~ TCAP Grant Discussion - Commissioner Adkins and Sheriff Rodney Smith discussed the approximately \$40,000.00 of Targeted Community Alternatives to Prison (T-CAP) Funds available and the possibility of using these funds for a Transport Vehicle.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the approximately \$40,000.00 of TCAP funds for the purchase of a Transport Vehicle for the Sheriff's Office.

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

Amended Certificate

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the Final Amended Certificate dated December 27, 2018 - General Fund: \$17,031,927.83.

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

J.L. Uhrig - Prof. Serv. Contract

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the J. L. Uhrig Professional Services Contract Preparation Engagement - Athens County, Ohio - For the Years ended December 31, 2018, 2019, and 2020:

This engagement for professional services is entered into by and between J. L. Uhrig and Associates Inc. (hereinafter referred to as "the Consultant") and the Athens County, Ohio (hereinafter referred to as "the County") for the purpose of providing professional services relative to the preparation of the County's annual financial report for the years ended December 31, 2018, 2019 and 2020 in accordance with generally accepted accounting principles (GAAP) and GASB Statement No. 34, HBasic Financial Statements - and Management's Discussion and Analysis -for State and Local Governments*.

PROFESSIONAL FEES

Based on the scope of professional services outlined herein, the Consultant expects that the cost of professional fees and out-of-pocket expenses will not exceed \$8,100 for the year ended December 31, 2018; \$8,100 for the year ended December 31, 2019; and \$8,100 for the year ended December 31, 2020. The County will only be billed for the actual hours worked on the engagement. Each billing for these professional services will be made to the County on a bi-weekly basis as work progresses and such invoices will be due and payable by the County upon receipt. Any additional services provided to the County outside the scope of this engagement will be discussed with the County, deemed as part of a separate engagement and billed separately. Copy on file in Commissioner's Office. (Signature pages copied to page 9).

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

ACCS / Sheriff - Services Contract

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Contract to Purchase Services between ACCS and the Athens County Sheriff:

CONTRACT TO PURCHASE SERVICES

This contract is entered into by and between Athens County Children Services (hereinafter "ACCS") and Athens County Sheriffs Office (hereinafter "Sheriff").

PURPOSE FOR AGREEMENT

WHEREAS, ACCS desires to enter into an agreement with Sheriff for Sheriff to assign to ACCS a deputy sheriff to provide a full-time Family Violence Investigator (FVI), the parties hereby enter into the following CONTRACT.

Time Period of Agreement:

This CONTRACT shall be effective for a period of one year beginning on January 1, 2019, through December 31, 2019, unless otherwise terminated.

Contract Compensation: ACCS will pay a maximum amount of \$90,000.00.

(Ninety Thousand Dollars and Zero Cents), to Sheriff for the work set forth in this agreement, including approved time off taken by the FVI. The sum shall be paid as set forth in section B below.

Invoices / Payment: Sheriff will render written, monthly or semiannual detailed

invoices on the first of the month for the previous increment of work to the Contract

Manager for the actual cost of work not to include overtime. ACCS will pay the invoice

on or before the first of the next month after the invoice is received. (Copy of Contract 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.

US50 Sewer Project - OWDA Disbursement#11 / Lavelle Law Offices

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the OWDA Disbursement Request #11 to Lavelle Law Offices, LPA in the amount of \$18,848.62 for the US50 Sanitary Sewer System Improv. Phase 3 - Account Number: 7958.

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

Freedom Linx - Approve Expend. for Wifi connectivity all 3 Bldgs.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the expenditure of \$30,725.88 to Freedom Linx for wifi connectivity to all three buildings (Courthouse, Annex and Sheriff's Buildings). (Freedom Linx estimate #20181060 copied to page 10).

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

Port Authority Board Resignation - Don Linder

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to accept the resignation of Don Linder from the Port Authority effective December 31, 2018.

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

Annexation Hillcrest Urieli - Rescheduled

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to set reschedule the Annexation Hearing into the City from Athens Twp. (Hillcrest - Israel Urieli) to March 26th, 2019 at 10:00 a.m. (Previously scheduled for March 12th at 10:00.)

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

CCAO Energy Purchasing Agrmt.

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

**PARTICIPATION AGREEMENT REGARDING
ENERGY PURCHASING PROGRAMS
OF THE
CCAO SERVICE CORPORATION**

This Participation Agreement Regarding the various Energy Purchasing Programs of the CCAO Service Corporation (the "Agreement") is entered into as of January 3, 2019, among the CCAO Service Corporation ("CCAOSC"), an Ohio for-profit corporation, the County of Athens, a political subdivision of the State of Ohio (Athens County"), CCAOSC Energy Solutions, a subsidiary of Palmer Energy Company, Inc. (the "Manager")

Recitals

A. The County Commissioners Association of Ohio (CCAO), through its affiliate CCAOSC, has established a joint purchasing program under the authority of Revised Code Section 9.48 in order to assist eligible Ohio counties or boards, agencies, districts or other instrumentalities which are affiliated with them in securing competitively priced energy supplies through various energy purchasing programs (the "Program" or "Programs") under contractual terms favorable to Participants.

B. Athens County is an Ohio county which is a member of CCAO and wishes to participate in the Program.

C. CCAOSC wishes to avail itself of the expertise of the Manager in administering the Program. The Manager is a subsidiary of Palmer Energy Company, Toledo, Ohio.

D. CCAOSC and Athens County agree that it is necessary and desirable that this Agreement be entered into in order to create and adopt comprehensive guidelines for the funding, management and administration of CCAOSC's energy purchasing Programs.

SECTION 5. PROGRAM TERM. The Initial Program Term of this Exhibit shall begin from the Effective Date of this Exhibit and will continue for a term of five (5) years from the Effective Date; provided that if the Gas Purchase Contract with a Supplier extends beyond the Initial Program Term, the Program Term shall be deemed to be extended to expire on the expiration date of the Gas Purchase Contract. This Agreement shall be extended for an additional Term ("Renewal Term") of five (5) years, upon written consent of both parties before the expiration of the Initial Program Term. ("Renewal Term") of five (5) years, upon written consent of both parties before the expiration of the Initial Program Term.

(Agreement on file in Commissioner's Office - Signature page copied to 11)

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

Engineer - Advertise for Bids - ATH-OPWC Box Culverts Project

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Advertisement for Bids as recommended by the County Engineer's Office:

ADVERTISEMENT FOR BIDS

Sealed bids for the ATH-OPWC BOX CULVERTS PROJECT will received by the Athens County Engineer at the County Engineer's office, 16000 Canaanville Rd, Athens, Ohio 45701 until 10:00 a.m., Prevailing Local Time on the January 28, 2019 and at that time and place will be publicly opened and read aloud. All bids will be considered valid until 60 days after the opening date, although not accepted or rejected.

The work for which proposals are invited consists supplying and setting five box culverts and precast wingwalls in Athens County. The Engineer's Estimate of Construction Cost for the project is \$275,000. Copies of the Construction Plans, Bidding Forms, and Specifications on the Unit Price Contract may be purchased from the Office of the Athens County Engineer, 16000 Canaanville Rd, Athens, Ohio 45701 during regular business hours (7:00 a.m. to 3:30 p.m. Monday through Friday). A non-refundable fee of \$30.00 will be charged for copies mailed or picked up by prospective bidders.

Legal notice and bid documents are also posted on the internet at www.athenscountyengineer.org under the "Bids/RFPs" heading.

Each bid shall have filed with it a bid guaranty in the form of a certified check, cashier's check, or letter of credit revocable only at the option of Athens County in an amount equal to 10% of the bid or a bond in accordance with division (B) of Section 153.54 of the Revised Code.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder must submit evidence of its experiences on projects of similar size and complexity. The owner intends and requires that this project be completed per the anticipated schedule listed in the bid documents.

All contractors and subcontractors involved with the project will to the extent practicable use Ohio products, materials, services, and labor in the implementation of their project. Additionally, contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code Chapter 123 is required.

Bidders must comply with the prevailing wage rates on Public Improvements in Athens County as determined by the Ohio Department of Commerce, Bureau of Wage and Hour Administration, 614.644.2239.

The Board of County Commissioners of Athens County, Ohio reserves the right to reject any and/or all bids and to waive informalities as may be in the best interest of Athens County.

Jeff Maiden, P.E., P.S.

Athens County Engineer

Advertising dates: 1/6/19, 1/13/19

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

TRAVEL

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

Area 14 WDB Dir. Laurie McKnight

Gallia-Meigs Comm. Action/Site Visits Meigs Co. - Monitoring of Flood Mitigation NDWG - Jan. 9, 2019

HAPCAP / Site visits in Athens/Perry Co. - Monitoring of Flood Mitigation NDWG - Jan. 11, 2019

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

Soil & Water - Buckeye Hills Grant Funds

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to add the \$5,000.00 Buckeye Hills Grant Funds, to the Soil & Water Budget, once it is certified.

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

Ice Miller Agrmt. - US50 Sewer Broadband

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Ice Miller Agreement to draft an RFP/RFI/Public Notice to solicit responses from broadband/telecommunications companies for use of the trenches in the County to install conduit, for the US50 sewer system project.

December 27, 2018

Athens County

Chris Chmiel

Athens County Commissioner

15 S. Court Street

Athens, Ohio 45701

Dear Chris,

We are pleased you have asked us to serve as your legal counsel to handle the engagement described in this letter and appreciate the opportunity to serve you. Please take a moment to review this letter (and the enclosed standard Ice Miller terms and conditions) to confirm our mutual understanding regarding your retention of Ice Miller LLP ("Ice Miller"), the scope of the engagement and the basis on which we will provide legal services to you.

Background

We understand that we will be providing legal counsel services to Athens County, Ohio (the "County") with respect to the County's consideration of allowing a telecommunications company or telecommunications companies to place conduit in the trench(es) that are to be opened in the construction of the updated sewer system within the County. Allowing telecommunications companies to utilize these trenches in order to place conduit would reduce the cost of broadband build out and ultimately enhance connectivity in the County.

Per our discussion on April 18, 2018, we envision that a Request for Proposals ("RFP")/Request for Information ("RFI")/Public Notice will be necessary to attract companies that may be interested in participating in the project, and will ensure that this is a nonexclusive opportunity to access the trench(es) for conduit expansion. Historically, there have been instances in which Ice Miller has successfully accounted for its fees in the amounts paid by an RFP awardee. We will work with the County to attempt to replicate this type of benefit with the RFP contemplated by this Engagement Letter.

Scope of Engagement

Ice Miller proposes to do the following in furtherance of the project:

1. Draft an RFP/RFI/Public Notice to solicit responses from broadband/telecommunications companies for use of the trenches in the County to install conduit. It will be the responsibility of the County to determine compliance of the RFP/RFI Public Notice with its procurement/purchasing requirements.
2. Assist with reviewing the responses received by the County from broadband/telecommunications companies to the RFP/RFI/Public Notice in order to award access to the trenches available for conduit construction/placement in the sewer system project. It will be the responsibility of the County to negotiate terms with any awardee in the project.
3. Draft the contracts necessary once terms are agreed to in order to effectuate the purpose of the RFP with the awarded broadband telecommunications company or companies.

Payment Terms

Ice Miller will bill the County a flat fee of \$15,000 for services. Travel, expenses and in person meetings will be billed at the agreed upon negotiated hourly amount between Ice Miller and Athens County in addition to the flat rate.

Additional payment terms are included in Addendum A (General Terms of Service) attached to this letter.

Engagement Terms

This engagement will begin when the agreement is signed by all parties and will be for a period of 12 months or until such time that the Scope of the Engagement is complete, whichever is longer. The General Terms of Service outlined in Addendum A are incorporated herein and made a part of this letter of engagement.

Unless a different engagement letter is executed in the future, the basic terms of this engagement letter will also be applicable to, and govern our professional relationship on all subsequent matters, on or in which we may become involved or engaged on your behalf. Please let us know if there is anything you do not understand or would like to discuss changing. Otherwise, please confirm for our records your acceptance of these terms and

conditions by signing the copy of this letter and the Certificate of Funds in the spaces provided and return the same to me.

[SIGNATURES PROVIDED ON THE PAGE THAT FOLLOWS]

Acknowledged and Agreed:

Date: 1/3/2019

/s/ Lenny Eliason, President Athens County, Ohio

Enclosures:

Terms and Conditions of Engagements for Legal Services

Copy of Engagement Letter

Certificate of Funds

Return Stamped Envelope

(Copied to pages 12-13).

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

Regional Jail / O.U. / Hocking Co. Sheriff's Discussion re Female Inmates

~ Richard Hodges, from O.U.; Hocking County Sheriff's Office; Commissioner Adkins, who is on the Regional Jail Board, discussion regarding the old Hocking County Correction Facility and the hopes of a section of it becoming an all female treatment center. Commissioner Adkins stated that the Jail Board is not on board yet with allowing females from the regional jails to become a part of the Hocking County Sheriff's operation of the old Correction Facility as a treatment center. Mr. Hodges stated that it is an opportunity to do something different with substance abuse and get people into a treatment facility and using the concept of the jail to make a meaningful impact on long term cost implications for the region. Ohio University got involved early on with goals to provide a substance abuse treatment facility in collaboration with the S.E. Ohio Regional Jail. The Hocking County Sheriff's Office has met with the Regional Jail, they are exploring options to collaborate for ways to save money for combined purchase services. The Commissioners are concerned about the jail bed costs and the inability to afford to run two facilities, and feel they need to find a way to operate and pay for what they commit to.

Exec. Session w/911 re Employee Discipline

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to enter into executive session at 10:42 with Interim 911 Director, Aaron Maynard to discuss discipline of public employees.

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

Return to Regular Session

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to return to regular session at 10:54.

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

911 - Authorize 911 Dir. To Issue Employee 1 Day Suspension w/pay

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing Interim 911 Director, Aaron Maynard to issue an employee a one day suspension with pay.

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

911 - Authorize 911 Dir. To Place Employee on Paid Admin. Leave

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing Interim 911 Director, Aaron Maynard to place an employee on paid administrative leave.

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

911 - Approve Expenditure for Gravel to Lancaster Street Tower Location

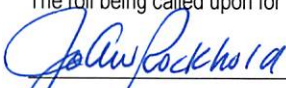
A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the expenditure of \$11,529.97 for gravel to the Lancaster Street tower location, as recommended by Interim 911 Director, Aaron Maynard.

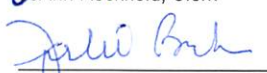
The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.

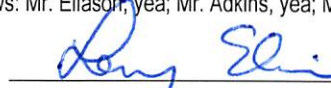
Adjourn

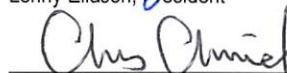
A motion was made by Mr. Chmiel and seconded by Mr. Adkins to adjourn the above meeting.


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

AGREEMENT BETWEEN THE ATHENS COUNTY BOARD OF
COMMISSIONERS AND THE ATHENS COUNTY SHERIFF'S OFFICE
AS THE ATHENS COUNTY DOG WARDEN

THIS AGREEMENT, made and entered into this 3 day of January, 2019, by and between the Board of Commissioners of Athens County, Ohio, hereinafter called "Board", and Athens County Sheriff's Office, hereinafter called "ACSO".

WITNESSETH:

SECTION 1: Term of Agreement.

Pursuant to R.C. 955.12(A)(1) the Board has appointed ACSO as county dog warden by way of Resolution # 109-109. The agreement for ACSO to be the county dog warden shall be for an initial period of two (2) years commencing on January 1, 2019 and ending on December 31, 2021.

SECTION 2: Duties.

ACSO shall faithfully perform all necessary and customary duties and shall further enforce sections 955.01 to 955.27 and 955.50 and 955.53 of the Ohio Revised Code.

SECTION 3: ACSO Appointment Abilities.

The parties agree that ACSO may appoint sheriff deputies or persons other than peace officers as deputy dog wardens. ACSO shall be responsible for the hiring and any other employment matters involving the county dog warden and the county dog shelter.

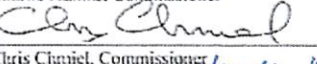
SECTION 4: Training

The parties agree that ACSO and any deputy dog warden must comply with the following:

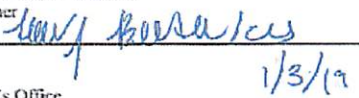
- (1) Any training requirements applicable to county dog wardens and deputy dog wardens appointed or employed under section 955.12 of the Ohio Revised Code; and
- (2) The requirements established in section 955.12.


 Charlie Adkins, Commissioner

Athens County Sheriff


 Chris Cluniel, Commissioner

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


 1/3/19

SECTION 5: Athens County Dog Shelter

In addition to being county dog warden, ACSO shall be in charge and be responsible for the operations at the Athens County Dog Shelter.

SECTION 6: Supervision of Humane Officer

The parties agree that ACSO or the assigned deputy dog warden(s) shall supervise the Athens County Humane Officer which shall also include but is not limited to assigning tasks, coordinating department functions, providing direction and standards in compliance with state and local laws.

SECTION 7: Indemnification


ACSO shall defend, save harmless and indemnify the Board against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of ACSO's duties as Dog Warden. The Board may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

SECTION 8: General Provisions

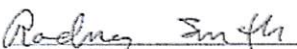
- 1) The text herein shall constitute the entire agreement between the parties.
- 2) This Agreement shall be binding upon and insure to the benefit of the successors of ACSO.
- 3) This agreement shall become effective commencing on January 1, 2019.
- 4) If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the Board has caused this Agreement to be signed and executed on its behalf pursuant to authority and directions given by Resolution # 103169 passed on December 11, 2018, and ACSO has caused this Agreement to be signed and executed.

ATHENS COUNTY BOARD
 COUNTY COMMISSIONERS:


 Lemmy Phason, Commissioner

ATHENS COUNTY SHERIFF'S OFFICE:


 Rodney Smith

Preparation Engagement
Athens County, Ohio
Page 8-

Chest of Records, Athens County, Ohio

SIGNED ACCEPTANCE

Signature [Signature]
Title Recorder
Date 1/3/19

Signature [Signature]
Title Recorder
Date 1-3-19

Signature [Signature]
Title Commissioner
Date 1-3-19

[Signature]
Athens County Recorder
1/9/19

Signature _____
Title _____
Date _____

Signature _____
Title _____
Date _____

Signature _____
Title _____
Date _____

Preparation Engagement
Athens County, Ohio
Page 7-

FIRM MISSION STATEMENT

- To provide a superior quality and value of professional service to government and nonprofit organizations.
- To provide a meaningful and rewarding working environment for employees of the firm.
- To give God the honor and glory in all that we do.

CONCLUSION

The financial statements and accompanying disclosures of the County will represent a compilation that is based solely on the representations of the County's management. Our engagement cannot be relied on to provide the assurances that may be associated with an audit, review or any other form. Additionally, our engagement is not intended to and cannot be relied upon to disclose errors, fraud or illegal acts that may exist in the County. Finally, we have no responsibility to identify significant deficiencies or material weaknesses in the County's internal control during this engagement.

We realize that a primary concern of every County is the qualifications, experience and commitment of the professional(s) providing the requested services for this type of an engagement. We believe that we possess the qualifications, experience and commitment that is necessary to provide your County with the superior quality of professional service that you desire.

All information obtained in the conduct of this engagement will be treated as confidential and disclosed only to the County, unless specifically authorized to submit it to any other person or agency.

We look forward to working with you and your staff on this important project and want to thank you for the opportunity to submit this proposal. This proposal is a firm and irrevocable offer for 90 days and has been prepared in duplicate. If it correctly reflects the County's understanding of the scope of this engagement, please confirm your understanding by signing both copies, certifying the availability of funds for payment, and returning one copy to me. Please retain the other copy for your files.

SIGNED INTENT

Signature [Signature]
Jason T. Utzig, CPA, CGMA
Principal

Date December 27, 2018

**FreedomLinX**

26317 Shoemaker Rd
Circleville, Ohio
43113
U.S.A

ESTIMATE

EST-20181060

Bill To

Athens County Commissioners
15 S. Court Street
Athens
45701 Ohio
U.S.A

Estimate Date : 19 Dec 2018

Expiry Date : 18 Jan 2019

Reference# : County WiFi Solution

#	Item & Description	Qty	Rate	Amount
1	Grandstream Indoor AP	43.00 Each	150.00	6,450.00
2	Adtran 1550-24P	6.00 Each	1,337.99	8,027.94
3	10G Passive SFP+ Switch Link Cable	6.00 Each	54.99	329.94
4	Cat 6 Cabling	43.00 Each	150.00	6,450.00
5	Sophos XG-230	1.00 Each	2,045.00	2,045.00
6	Sophos XG230 Total Protect YR Subscription	1.00 Year	2,234.00	2,234.00
7	Labor, Training, Warranty, and Misc. Includes all labor to install and Train users on the new Avaya Phone system, as well as hardware warranty on the phone system.	1.00 Each	5,189.00	5,189.00
			Sub Total	30,725.88
			Total	\$30,725.88

Notes

Please contact me with any questions! We look forward to working with you!

FISCAL OFFICER CERTIFICATE

The undersigned fiscal officer of the County of Athens, Ohio (the "Participant"), hereby certifies that the money required to meet the obligations of the Participant during 2019, under the aforesaid Participation Agreement have been lawfully appropriated by the Board of County Commissioners of the Participant for such purposes and are in the treasury of the Participant or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44 Ohio Revised Code.

Fiscal Officer
County of Athens, Ohio

Date: Jan 4, 2019



IN WITNESS WHEREOF, the undersigned representatives of CCAO Service Corporation, Athens County, and CCAOSC Energy Solutions pursuant to the duly adopted authorizing resolutions of their governing boards, have signed this Agreement.

CCAO SERVICE CORPORATION

By: Keith D. Blosser, Managing Director, Operations

COUNTY OF

Athens

Date of Adoption
of Approving Ordinance or
Resolution

1/3/2019

By: Ray Elmer

Address:

Teletype Number:

CCAOSC ENERGY SOLUTIONS

By:

5577 Airport Highway, Suite 101
Toledo, OH 43615

2. Assist with reviewing the responses received by the County from broadband/telecommunications companies to the RFP/RFP-Public Notice in order to award access to the services available for credit construction/placement in the sewer system project. It will be the responsibility of the County to negotiate terms with any awarded in the project.

3. Draft the contract necessary once terms are agreed to in order to effectuate the purpose of the RFP with the awarded broadband telecommunications company or companies.

Payment Terms

Lee Miller will bill the County a flat fee of \$15,000 for services. Travel, expenses and in person meetings will be billed at the agreed upon negotiated hourly amount between Lee Miller and Athens County in addition to the flat fee.

Additional payment terms are included in Addendum A (General Terms of Service) attached to this letter.

Background Terms

This engagement will begin when the agreement is signed by all parties and will be for a period of 12 months or until such time that the Scope of the Engagement is complete, whichever is longer.

The General Terms of Service outlined in Addendum A are incorporated herein and made a part of this letter of engagement.

Unless a different engagement letter is executed in the future, the basic terms of this engagement letter will also be applicable to, and govern our professional relationship on all subsequent matters, on or to which we may become involved or engaged on your behalf.

Please let us know if there is anything you do not understand or would like to discuss changing. Otherwise, please confirm for our records your acceptance of these terms and conditions by signing the copy of this letter and the Certificate of Funds in the spaces provided and return the same to me.

SIGNATURES PROVIDED ON THE PAGE THAT FOLLOWS

Lee Miller
LEGAL COUNSEL

December 27, 2018

Attn: Date: 2018 West Street, Suite 100, Columbus, OH 43201
Tel: 614.266.1234 Fax: 614.266.1235
www.lee-miller.com

Delivered Electronically

Athens County
Cristi Orndall
Athens County Commissioner
15 S. Court Street
Athens, Ohio 45701

Dear Chris,

We are pleased you have asked us to serve as your legal counsel to handle the engagement described in this letter and appreciate the opportunity to serve you. Please take a moment to review this letter (and the attached standard Lee Miller terms and conditions) to confirm our mutual understanding regarding your retention of Lee Miller LLP ("Lee Miller"), the scope of the engagement and the basis on which we will provide legal services to you.

Background

We understand that we will be providing legal counsel services to Athens County, Ohio (the "County") with respect to the County's consideration of allowing a telecommunications company or telecommunications companies to place conduit in the trench(es) that are to be opened in the construction of the updated sewer system within the County. Allowing telecommunications companies to utilize these trenches in order to place conduit would reduce the cost of broadband build out and ultimately enhance connectivity in the County.

Per our discussion on April 18, 2018, we envision that a Request for Proposals ("RFP") Request for Information ("RFI")/Public Notice will be necessary to attract companies that may be interested in participating in the project, and will ensure that this is a competitive opportunity to access the trench(es) for conduit expansion. Historically, there have been instances in which Lee Miller has successfully represented for the fees in the amount paid by an RFP awarded. We will work with the County to attempt to replicate this type of benefit with the RFP contemplated by this Engagement Letter.

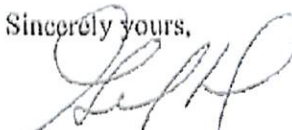
Scope of Engagement

Lee Miller proposes to do the following in furtherance of the project:

1. Draft an RFP/RFP-Public Notice to solicit responses from broadband/ telecommunications companies for use of the trenches in the County to install conduit. It will be the responsibility of the County to determine compliance of the RFP/RFP Public Notice with its government/purchasing requirements.

In W&LP _____ Lee Miller
COUNTY _____

Sincerely yours,



Gregory J. Dunn, Partner

Acknowledged and Agreed:

Date: 1/3/19 Athens County, Ohio
Long Eric President

Enclosures: Terms and Conditions of Engagements for Legal Services
Copy of Engagement Letter
Certificate of Funds
Return Stamped Envelope