

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

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve the following agenda:  
Athens County Board of County Commissioners  
Meeting Agenda for Tuesday, October 29, 2024 Convenes at 9:30 a.m.

Approve Agenda  
Approve Appropriations, Transfers, New Line Items Requests/Changes, Then & Nows, & Bills

- 9:30 Mona French - Children SVC Board
- 9:45 DJFS Dir Jean Demosky - weekly updates, Retirees
- 10:00 EMS Assist Chief Randy Crossen - Employment
- 10:30 W&S Supt Oscar Carson - weekly updates
- 10:45 Jill Thompson, Auditor- Mail Machine
- 11:30 LUNCH

**Agenda Items**

- Amended Certificate
- Assigned Counsel Report from Auditors Office
- CEBCO Wellness Points
- Park District
- Approve revised Job Descriptions
- Bob Jackson Proclamation
- General Restoration Stone Replacement
- Veteran's Surplus
- 911 Contract with State of Ohio 911
- 911 New Hire Intermittent Dispatcher
- Juvenile Court Transfer Request \$15,000.00
- Add users to 911 Office Card
- Add users to DJFS Office Card
- The Plains Multi-Use Path meeting 10-31-24 10:00 Engineer's Office
- BOR BTA Cases Kelley Gorry Contract
- Dental & Vision Coverage
- Children Service Capital Reserve Account
- ACCS board appointment - Leslie Johnson

**~TRAVEL**

- Recorder Jessica Markins; ORA Winter Conference, Dublin OH; Nov 19-22
- JoAnn Rockhold- CCC/EAPA Brd Meeting, November 1- Columbus, Ohio

**ADJOURNMENT**

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

**Appropriations, Transfers, New Line Items Requests/Changes, Then & Nows, & Bills**

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins approving the Appropriations, Transfers, New Line Items Requests/Changes and approving the payment of the required County Bills, which are included in the Auditor's Office INVOICE TRACKING REPORT - From: 10/22/2024 To: 10/24/2024 and INVOICE TRACKING REPORT - From: 10/24/2024 To: 10/29/2024 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. Chmiel, yea; Mr. Adkins, yea.

**Mona French - Children SVC Board**

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to appoint Mona French to the Children SVC Board: November 4, 2024

Mona French  
2225 Hebbardsville Rd  
Albany, Ohio 45710

Dear Ms. French:

The Board of Athens County Commissioners, in its regular session on October 29, 2024, appointed you to serve on the Athens County Children Services Board, filling the unexpired term ending on December 31, 2027.

Thank you for being willing to serve Athens County in this manner.

Sincerely,

/s/ Lenny Eliason, President  
 /s/ Charlie Adkins, Vice-President  
 /s/ Chris Chmiel

ACC: jr

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

**DJFS Dir Jean Demosky - Weekly Updates**

Dir Jean Demosky provided the following weekly updates:

1. Program Updates
  - Winterfest 10/26! Success!
  - 600 children served
  - Last minute help from AC Maintenance
  - So many staff & their family volunteers
2. Contracts/Business/Grants
  - None
3. Facilities
4. Human Resources
  - New Hire

**DJFS Dir Jean Demosky - New Hire**

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve the recommendation to hire Social Service Aide 2: April Gillette with a pay rate of \$19.90 an hour and a start date of November 11, 2024

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

**DJFS Dir Jean Demosky - New Hire**

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve the recommendation to hire Eligibility Referral Specialist 2: Erica Stevison with a pay rate of \$21.91 an hour and a start date of November 4, 2024

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

**DJFS Dir Jean Demosky - Retirees**

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve the proclamation for Patty Tabler: WHEREAS, Patty Tabler has provided over Thirty years of outstanding service to the citizens of Athens County, and WHEREAS, Patty Tabler has been an exemplary employee of the Athens County Department of Job and Family Services, and WHEREAS, Patty Tabler has provided assistance to thousands of needy county residents, BE IT RESOLVED, that we, the Athens County Commissioners offer our wholehearted appreciation to Patty Tabler for a job well done and wish her a happy retirement.

Signed this 29<sup>th</sup> day of October, 2024  
 /s/ Lenny Eliason, President  
 /s/ Charlie Adkins  
 /s/ Chris Chmiel

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

**DJFS Dir Jean Demosky - Surplus**

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve the DJFS Surplus to destroy:

Property Description	Model #	Serial #
Rubber Galoshes (50)	N/A	

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

**Amended Certificate**

No Amended Certificates

**Assigned Counsel Report from Auditors Office**

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to acknowledge receipt of the Assigned Counsel Report from the Auditors Office and submit for payment:

October 2024	
Total Felony Certifications	18
Amount submitted in Felony Certifications	\$18,567.00
Total Misdemeanor Certifications	8
All Other Misdemeanor Certifications	\$7,330.00
Total Juvenile Certifications	87
Amount submitted in Juvenile Certifications	\$60,265.00
All (Non-Capital) Transcript Certifications	1
Amount submitted for Transcript Certifications	\$286.70
Total Number of Certifications (All Courts - All Expenses)	114

Total Amount submitted \$86,448.70

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

**CEBCO Wellness Points**

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to adjust the CEBCO Wellness Points:

- 100 points for Employee
- 50 points for Spouse

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

**Executive Session**

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to enter into executive session at 9:55 with Assist Chief Randy Crossen to discuss hiring and discipline of a public employee.

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

**Regular Session**

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to return to regular session at 10:15 with No Action on the Disciplinary Situation at this point.

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

**EMS Assist Chief Randy Crossen - Employment**

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve the hiring recommendations from Assist Chief Randy Crossen:

- Theodore Williams, Full Time Advance EMT
- Jeremy Gerdau, Full Time EMT

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

**W&S Supt Oscar Carson - Weekly Updates**

Letter has been sent to Bill Ervin

Russell Chamberlain - Capacity Fee (Oscar will discuss with Russell Chamberlain the fee), City of Athens stated the fees haven't changed any. Paving is complete

Country Club Station start up on Monday 10/28/24, everything went well. Letter to go out for that and also include Bittersweet and Long Meadow.

Ditching along Long Meadow- Oscar didn't see any issues

Kerr Easement Issue- Oscar will get in touch with Kerr to get the issue addressed

**Park District**

Commissioner Chmiel is hosting this event on November 19, 2024 at the Athens Community Center from 6:00-8:00. See back of page 380 for the agenda.

**Approve Revised Job Descriptions**

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to table the Revised Job Descriptions until next week.

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

**Bob Jackson Proclamation**

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve the proclamation for Bob Jackson:

Whereas, the Athens County Commissioners desire to honor Robert Jackson for his dedication and loyalty to the citizens of Athens County; and

Whereas, Bob faithfully served the community with honor, integrity, and great distinction as Port Authority Treasurer; and

Whereas, the Athens County Commissioners wish to extend their wholehearted appreciation to Robert Jackson for his years of outstanding service to Athens County;

BE IT RESOLVED that we, the Athens County Commissioners, offer our sincere gratitude to Robert Jackson for a job well done and wish him a happy retirement.

Signed this 29th day of October 2024

/s/ Lenny Eliason, President

**"Unlocking the Potential of Our Parklands: Exploring the creation of an Athens County Park District"**

**When: Tuesday November 19th, 2024 6 PM to 8 PM**

**Where: Athens Community Center, Multi Room A**

**Draft agenda:**

**Welcome: Chris Chmiel (5 minutes)**

**Woody Woodward, Executive Director Ohio Parks and Recreation Association (OPRA) gives a brief overview and history of park districts in Ohio. (10 minutes)**

**Panel discussion on how various park districts in Ohio are operating. Panelists will share their history and take questions from the audience: (45 minutes)**

**Moderator: Woody Woodward, Executive Director of Ohio Parks and Recreation Association**

**Panelists: Brian Blair, Vinton County Park District - confirmed  
Arista Hartzler, Pickaway County Park District - confirmed  
Myranda Vance, Ross County Park District - confirmed**

**Break (5 minutes)**

**Panel discussion on what an Athens County Park District could look like. Panelists will discuss their organization and ideas on how they could partner with a park district. Question and answers from the audience. (45 minutes)**

**Moderator: Bob Eichenberg**

**Panelists: Donna Goodman, Athens Conservancy - confirmed  
Dan Imhoff, Hocking River Commission - confirmed  
Jack Pepper, Athens City County Health Department - confirmed  
Bob West, Athens Bicycle Club - confirmed  
Boone Troyer, Visit Athens County - confirmed  
Jesse Powers, ORCA - tentative  
Katherine Ann Jordan, Athens Arts Park and Recreation - confirmed  
Nathan Simons, Mayor of Gloucester - confirmed**

/s/ Charlie Adkins, Vice-President

/s/ Chris Chmiel

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

**General Restoration Stone Replacement**

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to accept the quote from General Restoration for Stone Replacement on the Sheriff's Building and Court House Building for \$2,349.50.

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

**Veteran's Surplus**

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve the following Veteran's Surplus:

Property Description	Model #	Serial #
7 Rods (Brass)		
3 Gar Marker (Brass)		
2 Korea Marker (Brass)		
1 Vn Marker (Brass)		
1 WWI Marker (Brass)		
2 WWII Marker (Brass)		

4 Universal Markers (Alum)

1 Ko Marker (Alum)

1 Gar Marker (Alum)

1 War on Terror (Alum)

2 Vn Marker (Alum)

Veteran's office requesting that commissioners take them to receive brass funds for the county.

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

**911 Contract with State of Ohio 911**

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to accept the agreement between Athens County 911 and the State of Ohio 911.

See back of page 381 for agreement.

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

**Dir Teresa Fouts-Imler - Purchase**

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to allow Dir Teresa Fouts-Imler to contact the Board Chair in regards to purchasing a refrigerator for the new 911 facility.

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

**911 New Hire Intermittent Dispatcher**

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve the Intermittent Dispatcher as recommended by Dir. Teresa Fouts-Imler:

Jessica Cremeans with a pay rate of \$21.20 an hour and a start date of November 4, 2024

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

**Juvenile Court Transfer Request \$15,000.00**

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve the Juvenile Court transfer request of \$15,000.00.

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

**Add users to 911 Office Card**

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to add users to 911 Office card:  
Maintenance - Jeff Gabriel and Danny Radford

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

**AGREEMENT BETWEEN  
THE STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES  
AND THE ATHENS COUNTY BOARD OF COMMISSIONERS**

This AGREEMENT (the "Agreement") is made as of October 29, 2024 (the "Effective Date") by and between the State of Ohio, Office of First Responder Communications, Ohio 9-1-1 Program Office, ("9-1-1 Program Office"), having an office located at 4200 Surface Rd., Columbus, Ohio 43228, and the Athens County Board of Commissioners, a body politic, duly formed and existing under the laws of the State of Ohio, having its offices at 75 Conant Rd. Athens, Ohio 45701 (Athens County). The 9-1-1 Program Office and the County are hereinafter referred to singly as "the Party" and jointly as "the Parties."

WHEREAS, Ohio Revised Code Sections 128.01, et seq., sets forth the requirements to implement Ohio's Next Generation 9-1-1 system; and

WHEREAS, the 9-1-1 Program Office implements Ohio's Next Generation 9-1-1 system; and

WHEREAS, the County operates a countywide 9-1-1 system that connects to the state Next Generation 9-1-1 system; and

WHEREAS, the County uses its own call handling equipment and receives core services from the State of Ohio; and

WHEREAS, the State of Ohio has purchased the equipment listed in Attachment A (the "Equipment") and delivered the Equipment to the County, which now owns the Equipment; and

WHEREAS, the 9-1-1 Program Office and the County desire to enter into this agreement to memorialize each Party's responsibilities;

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and the agreement herein stated and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

**Section 1: PURPOSE**

1.1 The Parties desire to cooperate in the operation of the State of Ohio's Next Generation 9-1-1 system.

1.2 The purpose of this Agreement is to set forth the duties and responsibilities of the Parties regarding the connection to the system and the operation of the system.

**Section 2: DEFINITIONS**

2.1 "Last mile connection" means the connection from a 9-1-1 call center or its servers to the closest QANet point of presence.

2.2 "NENA" means the National Emergency Number Association.

2.3 "PSAP" means a Public Safety Answering Point as defined by Section 128.01(P) of the Ohio Revised Code.

2.4 "SARAS" means the Ohio State University Department Higher Education and Academic Resources network.

2.5 The "State's vendor" is Nextgen Communications, Inc., which is providing equipment and services to the State as a supplier to NCI Core Services. The State's contract with Nextgen Communications, Inc. also provides pricing for purchases of equipment by Counties and/or local PSAPs that wish to utilize the State contract for their purchases.

**Section 3: DUTIES AND RESPONSIBILITIES**

3.1 The State of Ohio is providing a statewide Next Generation 9-1-1 Core Services System ("NG Core Services") to all PSAPs in the State of Ohio. The 9-1-1 Program Office is responsible for coordinating and managing NG Core Services. That system includes a hosted call handling solution that is available for voluntary purchase by local political subdivisions. The Next Generation core services and call handling system must all NENA 17 standards. If the NENA standards are updated, the State of Ohio system will be updated to meet the new requirements.

3.2 NG Core Services will provide complete, end-to-end IP based emergency call routing and processing. NG Core Services are configured as a geo-diverse system hosted in two data centers within the State of Ohio. Connectivity between the sites is being established and maintained by OARNet.

3.3 Each local PSAP is responsible for the last mile connection between NG Core Services and the PSAP. Each PSAP must have diverse last mile capacity and be willing to connect to diverse OARNet Points of Presence to ensure the highest level of availability of its services. In addition, the bandwidth should be a minimum of 10Mbps, with some PSAPs requiring additional bandwidth depending on call volume and the number of 9-1-1 lines. The bandwidth required for each PSAP will be specified by the State's vendor.

Each last mile link is required to meet the specific quality of service guidelines, which include the following: packet loss shall be 1% or less and a jitter rate that to exceed 5 milliseconds with a maximum latency of 50 milliseconds.

3.4 Each PSAP will need to obtain Telecommunications Network Privacy ("TNP") links for its last mile circuits. The training for last mile links utilizing the State of Ohio's contracts with various vendors should save cost and ensure that the link is being built to the correct network or network interface. Because the last mile links are purchased and maintained locally, the State is unable to obtain the TNP codes for a PSAP. Additional information on TNP can be found at: <https://www.com.gov/interconnect-protocols/telecommunications-network-privacy-top>

3.5 State funds are available to support "last mile" connectivity to the State's Next Generation 9-1-1 system. These funds may be used to support only non-recurring expenditures to establish the connection from the PSAP to an OARNet Point of Presence. Any PSAP plans to request reimbursement for these costs from the State must send the 9-1-1 Program Office a quote for the covered work so approved prior to incurring the costs.

3.6 Each PSAP will be required to have a specific router at the end of the last mile prior to connecting a legacy gateway, local call handling solution, or the State's hosted call handling solution. The router contains security to communicate with the hosted control devices at each data center. IP addresses will follow the State provided IP address blocks to eliminate the need for network translations. Only specific ports shall be open as defined by the State's vendor and the State of Ohio DAS network security team, and applications security will be utilized to ensure only specific data is going across any open port.

3.7 If a PSAP does not have its own IT staff or contracted IT staff that can provide 24/7/365 support, the PSAP will be required to purchase an ESNet Standard or Enhanced Intrusion bundle, and the cost of the bundle and ongoing maintenance will be the responsibility of the PSAP.

3.8 If a PSAP has its own IT Staff or contracted IT staff that can provide 24/7/365 support and can install, configure, and maintain a router, the 9-1-1 Program Office will work with that PSAP to establish the connection. The State's vendor will provide specific security information directly to the PSAP's IT staff for configuration. All maintenance and support will be from the PSAP's local IT staff.

3.9 The State of Ohio will cover the cost of the hosted call handling solution core. Each local PSAP will be responsible for the cost of each call handling position along with any needed accessories and maintenance. A county electing to utilize the State of Ohio's Guardian hosted call handling solution has the option of purchasing workstations from the cooperative purchasing agreement.

3.10 The State's vendor will work with the vendor for each PSAP that is connected to the State system, to test connectivity and ensure the configuration of call delivery. Any PSAP that utilizes a call handling solution that does not support an IS connection will need to purchase a legacy PSAP gateway. The local PSAP is responsible for all costs associated with that PSAP's local vendor configuration and the cost of any legacy gateway.

3.11 The County shall require each PSAP to implement and maintain current network security best practices, including up to date endpoint detection security tools with behavior-detection and exploit mitigation capabilities, such as anti-virus and all appropriate security patches. Each PSAP and the County have a duty to immediately notify the State of Ohio 9-1-1 Program Office at 614.728.2114 upon discovery of any security incident that may threaten or compromise the integrity of the system.

3.12 The County acknowledges that the State of Ohio has purchased the Equipment listed in Attachment A and delivered the Equipment to the County, which is now the owner of the Equipment. The County understands that it is the County's responsibility to maintain, update, and repair the Equipment according to the manufacturer's specifications and any specifications or requirements set by the State vendor to connect to the State system.

**Section 4: TERM**

4.1 The term of this Agreement shall be effective as of the last date the Agreement is signed by both parties and expires on June 30, 2025. This Agreement shall automatically renew at the beginning of each State biennium (July 1 of all odd numbered years) and shall not expire until either the County or the 9-1-1 Program Office gives 180 days' written notice to the other party it intends to terminate the Agreement.

4.2 The funds necessary to meet the obligations of each Party under this Agreement are contingent upon the availability of lawful appropriations both by the Ohio General Assembly and the Athens County Board of Commissioners. If the General Assembly or Athens County fails at any time to provide or continue funding to meet any obligations due under this Agreement, this Agreement will terminate, and the Parties will conduct operations under this Agreement as if upon mutual agreement to terminate.

4.3 This Agreement may terminate upon mutual agreement by the Parties. The Parties acknowledge that in the event of termination, it may take up to 12 months to return to independent systems and that each Party will cooperate to minimize interference with public safety during this period.

4.4 If either Party is in default of its obligations under this Agreement, the non-defaulting party shall send detailed written notice concerning such default by First Class Mail to the defaulting Party. The defaulting party shall cure its default as soon as is reasonably possible. If the defaulting party fails to cure the default within 180 days, the non-defaulting Party may send a notice to terminate this Agreement upon the date specified in the notice, which date shall be not less than one year after the date of the notice.

**Section 5: DISPUTE RESOLUTION**

5.1 The Parties will make efforts to first resolve any dispute by resorting to higher levels of management within each government. If the disputed matter cannot be resolved by the Director of Administrative Services and the Athens County Board of Commissioners, the Parties may resort to courts of competent jurisdiction for resolution of the dispute. To the extent that the 9-1-1 Program Office or DAS is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

**Section 6: NOTICE**

6.1 All required notices shall be sent to the following:

Department of Administrative Services  
Office of First Responder Communications  
9-1-1 Program Office  
4200 Surface Road  
Columbus, OH 43228

Athens County Board of Commissioners  
15 South Court Street, Rm 214  
Athens, Ohio 45701

**Section 7: MISCELLANEOUS PROVISIONS**

7.1 This Agreement constitutes the entire agreement between the Parties, and any changes or modifications to this Agreement shall be made and agreed to by both the County and the 9-1-1 Program Office in writing.

7.2 Any person executing this Agreement in a representative capacity hereby states that he/she has been duly authorized by his/her director or legislative authority to execute this Agreement on such director's or legislative authority's behalf.

7.3 Each Party agrees this Agreement has been adopted and performance shall be in compliance with all applicable federal, state and local laws, regulations, circulars, rules and ordinances, and each Party represents it has enacted such regulations and taken such actions as are required to effectuate this Agreement in accordance with applicable laws.

7.4 The Parties agree this Agreement is governed by the laws of the State of Ohio.

7.5 The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

7.6 Each Party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its officers, employees, agents and contracted servants, and each Party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impose or transfer any such responsibility from one to the other.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed and delivered this Agreement as of the date set forth below.

ATHENS COUNTY BOARD OF COMMISSIONERS, by:

*[Signature]*  
*[Signature]*  
*[Signature]*  
Date: 10/29/24

Department of Administrative Services  
Office of First Responder Communications  
9-1-1 Program Office, by:

Kathleen C. Madson, Director of Department of Administrative Services, or her designee.  
Date: \_\_\_\_\_

Attachment A  
List of equipment purchased for Athens County  
As per Ohio Proc Purchase Order: P000150167

Part Name	Description	Quantity	Unit Price	Total Price
	Two (2) edge routers capable of encryption for up to 25 simultaneous calls over two (2) 10 MB connections to the Ohio E911.			
ESnet PSAP - Enhanced Intrusion Bundle (Cooperative Purchasing Agreement)	Includes services to procure, configure, install and provide ongoing support for up to five (5) ESnet PSAPs (See Phase 1 of 3 below)	2	\$17,677.50	35,355.00
	The Standard or Enhanced Intrusion bundle are required for PSAPs that join the ESnet, including those that purchase Contact Hosted Call Handling Equipment (CHCE)			
Total Price:				\$35,355.00

**Add users to DJFS Office Card**

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to add users to DJFS Office card:  
Maintenance - Jeff Gabriel and Danny Radford

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

**The Plains Multi-Use Path meeting 10/31/2024 10:00 Engineer's Office**

Commissioner Adkins wanted to see who was attending this meeting, Commissioner Eliason stated that he was planning on attending.

**BOR BTA Cases Kelley Gorry Contract**

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve the BOR BTA Cases Kelley Gorry Contract.

See back of page 382 for the Contract.

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

**Dental & Vision Coverage**

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve switching our current Dental & Vision plan to CEBCO's Dental & Vision Coverage that is close to our current plan.

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

**Children SVC Capital Reserve Account**

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to table the Children SVC Capital Reserve Account until next week.

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

**ACCS Board Appointment - Leslie Johnson**

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to table the ACCS Board Appointment until next week.

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

**Travel**

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve the following travel:  
Recorder Jessica Markins; ORA Winter Conference, Dublin OH; Nov 19-22  
JoAnn Rockhold- CCC/EAPA Brd Meeting, November 1- Columbus, Ohio

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

**BOE Keys**

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve Board of Elections the ability to have keys to open & close the building for election purposes.




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

**Adjourn**

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

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

  
\_\_\_\_\_  
JoAnn Rockhold, Administrator  
  
\_\_\_\_\_  
Alison Pierson, Clerk

  
\_\_\_\_\_  
Lenny Eliason, President  
  
\_\_\_\_\_  
Charlie Adkins, Vice-President  
  
\_\_\_\_\_  
Chris Chmiel

**LEGAL SERVICES AGREEMENT**

**SCOPE OF REPRESENTATION**

We are pleased you have decided to retain Kelley A. Gory, of Rich & Gillis Law Group, LLC (the "Attorney") to assist you with appeals of Athens County Board of Revision decisions to the Ohio Board of Tax Appeals, Athens County Court of Common Pleas, and/or the Fourth District Court of Appeals or the Ohio Supreme Court, and other matters relating to the valuation or assessment of real property within the County. This Agreement is a legal services and fee agreement between the Attorney and you for the term of January 1, 2024 through December 31, 2024, and will automatically renew for successive one-year terms unless terminated in writing prior to the expiration of a one-year term.

**OUR FEES AND BILLING POLICY**

Our legal fees for this matter will be hourly at the rate of \$200.00 per hour and reasonable and necessary individual expenses that we incur in connection with your representation. We will provide you with additional details on these in your monthly bill. Invoices for out-of-pocket expenses, such as long-distance telephone charges, postage, purchased copies, mileage, and legal research charges will be billed at the actual cost incurred by us.

We will bill you for our expenses monthly, and you agree to pay our statements upon presentation. We seek to inform you of the work being performed on your behalf before you receive your bill through telephone conversations, meetings, letters, facsimiles, emails and copies of significant documents. The person(s) signing this agreement represents that you have the authority to commit to making the payment on behalf of the named client and accepts responsibility for payment of the fees.

**NO GUARANTEE**


No law firm or attorneys can guarantee the outcome of any legal dispute or matter. Thus, although the Attorneys may offer an opinion about possible results regarding any matter in which we represent or advise, we do not and cannot guarantee any particular result. Although we may estimate a budget or cost of services in advance, we do not guarantee the total amount of fees for our services will fall within the budget. The Attorneys agree to contact you and obtain permission to exceed any estimated budget prior to exceeding such budget.

**TERMINATION OF REPRESENTATION**

Other than completion of all anticipated tasks on your behalf, we do not foresee any circumstance that would lead to termination of our attorney-client relationship. The law, however, allows a client the right to terminate the representation of an attorney or law firm at any time. All files and/or documents relating to your representation are and remain your property, as the client. You may have access to your materials at any time, and you will receive a copy of the file upon termination of our representation. In the event you choose to change representation, a written notice authorizing the transfer of your files must be submitted.

**ACKNOWLEDGMENT OF THIS AGREEMENT**

Please accept this agreement by signing and returning it to us, keeping a signed copy for your records. We look forward to serving you.

  
Honorable Bill A. Davidson  
Athens County Auditor

  
Honorable Keller J. Blackburn  
Athens County Prosecutor

Very truly yours,

Kelley A. Gory

  
Lenny Eliason, President

  
Charlie Adkins

  
Chris Chmiel