DECEMBER 11, 2025

The Gallia County Board of Commissioners met on this date for the purpose of approving the minutes of the previous meeting and current transfers, appropriations and bills. At 9:00 a.m. the meeting was called to order by President Leslie Henry. Roll Call: President Leslie Henry, present; Vice President Q. Jay Stapleton, present; Commissioner Jeremy Kroll, present.

The President entertained a motion for approval of the December 4, 2025 minutes. Jeremy Kroll moved and Q. Jay Stapleton seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

2025 Canine Shelter Weekly Report														
Week Ending	Came in	Adopted	Reclaimed	Euthanized	Out to Rescue	MIA	Died (Natural or unknown Causes)	Destroyed (in field)	Total Out	Remaining at shelter	Out to County Foster	In from County Foster	Died in Foster (Natural or Unknown Causes)	Total in Foster
12/7	6	0	0	0	11	0	0	0	11	14	0	0	0	23

COST ALLOCATION AGREEMENT

County Administrator Janie Peck presented the following service agreement with Maximus for the County's Cost Allocation plan. Q. Jay Stapleton moved to approve the agreement as presented. Jeremy Kroll seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

SERVICE AGREEMENT

This Service Agreement, (this "Agreement"), is entered into this 1/1/2026 (the "Effective Date"), by and between Maximus US Services, Inc., ("Maximus"), and Gallia County Board of Commissioners, ("Client"). Maximus and Client are sometimes referred to herein as the "Parties" or individually as a "Party." In consideration of mutual promises and covenants, the parties agree as follows:

1. **Scope of Services.**

a. Maximus will perform in a professional manner the Services detailed in Exhibit A.

2. **Term.**

a. Unless otherwise earlier terminated pursuant to Section 4 herein, this Agreement commences on the Effective Date and remains in effect until 6/30/2029.

3. **Compensation.**

a. Client will pay Maximus the fees for services rendered as set forth in Exhibit A, incorporated herein by reference as if fully set forth as part of this Agreement.

4. **Termination.**

a. Termination for Cause. Upon material breach of the terms of this Agreement by a Party, the non-breaching Party shall provide written notice to the breaching Party specifying the nature of the breach. The breaching Party shall have thirty (30) days' (or such longer period as the Parties may mutually agree upon) from the date of receipt of such notice to cure any such breach.

b. Termination for Convenience. Either Party may terminate this Agreement without cause upon 60 days' prior written notice to the other Party. In the event the Agreement is terminated by Client, Client will reimburse Maximus for all reasonable costs incurred by Maximus due to such early termination.

c. Rights Upon Termination. Upon termination for whatever reason and regardless of the nature of the breach (if any), Client agrees to pay Maximus in full for all goods and/or services provided to Client under this Agreement, or any amendment thereto, as of the effective date of termination of the Agreement.

5. **Invoicing and Payment**

b. Client shall pay Maximus a fee for Services rendered as set forth in Exhibit A. Unless stated otherwise in Exhibit A, Client will pay all invoices in full within thirty (30) days of the invoice date. An additional charge of one point five percent (1.5%) or the highest amount allowed by law will be applied to unpaid balances beyond ninety (90) days. Client agrees to always remain current on all amounts charged for the Services and acknowledges and agrees that any breach of the foregoing shall constitute a material breach under this Agreement entitling Maximus to pursue any and all remedies available at equity or at law including the suspension or termination of the Services provided hereunder.

6. **Data Accuracy.**

c. Maximus shall provide guidance to Client in determining the data required to be furnished to Maximus to perform the Services. For clarity, Maximus disclaims responsibility regarding the accuracy or reliability of such guidance and Client acknowledges and agrees that any such guidance provided by Maximus shall not create a warranty of any kind. Client warrants and represents that all data provided to Maximus is complete and accurate. Client further represents and warrants that all such data will be provided in a timely manner sufficient to allow Maximus to provide the Services in accordance with this Agreement. Maximus will rely on these representations in providing the Services and shall have no liability whatsoever arising from Client providing incomplete or inaccurate data or providing data in an untimely manner. Maximus shall use commercially reasonable efforts to provide the Services on a timely basis.

7. **Records and Inspections.**

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d. Maximus will maintain full and accurate records with respect to all matters covered under this Agreement for 6 years after the completion of the Services. During such period, Client will have the right to examine and audit the records and to make transcripts therefrom. Client will provide 30 days' prior written notice of its intent to inspect or audit any such records and will conduct such inspection or audit only during Maximus's normal business hours and no more than once every six months. Any employee, contractor, subcontractor, or agent of Client granted access to such records will execute a non-disclosure agreement prior to being granted access.

8. **Warranties.**

a. Maximus warrants only that it will perform the Services in a manner consistent with the standards typically practiced by similarly situated companies in the same industry.

b. MAXIMUS SPECIFICALLY DISCLAIMS, AND THE CLIENT WAIVES, ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES OR WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, CUSTOM OR USAGE, OR OTHERWISE AS TO ANY GOODS OR SERVICES THAT ARE THE SUBJECT OF THIS AGREEMENT. MAXIMUS DOES NOT WARRANT THAT THE SERVICES WILL FUNCTIONALLY MEET CLIENT'S REQUIREMENTS, THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERRORFREE OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED. FURTHERMORE, MAXIMUS DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR RESULTS OF THE USE OF THE SERVICES IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. CLIENT AGREES THAT THE USE OF THE SERVICES IS AT CLIENT'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY MAXIMUS HEREUNDER SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CLIENT, IN WHICH CASE THE PARTIES EXPRESSLY AGREE THAT THE EXCLUSION SHALL APPLY TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

9. **Client Representations & Warranties.**

a. Client represents and warrants to Maximus that its use of the Services shall comply with all applicable laws, statutes, ordinances, codes, rules, regulations, orders, judgments, decrees, standards, requirements or procedures enacted, adopted, applied, enforced or followed now or in the future by any federal or state governmental bodies or agencies. Client further represents and warrants to Maximus that it has obtained all necessary consents, rights and permissions to enter into this Agreement and use the Services in accordance with the terms of this Agreement.

10. **Ownership of Intellectual Property.**

a. All work, reports, writings, ideas, designs, methods, computer software (both object and source code) and data recorded in any form that exist and are owned by Maximus prior to this Agreement, or that are created, developed, written, conceived or made by Maximus or any third party (whether solely or jointly with others) as a result of, or relating specifically to this Agreement, or in the performance of the Services under this Agreement (collectively or separately, "Intellectual Property") are and shall be the exclusive property of Maximus, and ownership shall vest in Maximus immediately upon creation. Nothing herein shall be deemed to grant Client any rights to the Intellectual Property except as explicitly stated in this Agreement.

11. **Compatible Platforms/Hardware.**

a. To the extent applicable to the Services that will be provided by Maximus, notwithstanding any initial set-up and/or implementation services provided by Maximus at the commencement of the Term, Client is responsible for obtaining, installing and maintaining an appropriate operating environment, including all connectivity and equipment as well as the necessary hardware, operating system software and other items required to access and use the Services (the "Operating Environment"). Maximus will not be responsible for any incompatibility between the Service and Client's Operating Environment or for Client's use of any third-Party software, hardware, browsers or other products not specifically recommended or approved by Maximus for Client's use with the Services. Maximus will make written compatibility recommendations available to Client at Client's request, but, for clarity, Client is ultimately responsible for the compatibility and operation of its Operating Environment.

12. **Copyright for Maximus's Proprietary Software.**

a. To the extent that the Services provided by Maximus are generated by Maximus's proprietary software, nothing contained herein is intended nor will it be construed to require Maximus to provide such software to Client. Client agrees that it has no claims of ownership, including copyright, patents or other intellectual property rights to Maximus' software. Nothing in this Agreement will be construed to grant Client any rights to Maximus's materials created prior to the execution of this Agreement. All of the deliverables prepared by Maximus for Client included in the Services are specifically set out in Exhibit A.

13. **Maximus Liability if Audited.**

a. Maximus will, upon notice of audit, make work papers and other records available to the auditors. Maximus's sole responsibility under an audit will be to provide reasonable assistance to Client through the audit and to make changes to the work product required as a result of the audit. Maximus will not be liable for any audit disallowances, or any missed or lost revenue associated with, or related to, the Services, regardless of cause.

14. **Indemnification.**

a. To the extent allowed by law, each Party (an "Indemnifying Party") will defend, indemnify and hold harmless the other Party (an "Indemnified Party") from and against any and all third-Party claims and resulting proven direct damages, liabilities and costs (including reasonable attorney fees) to the extent proximately caused by the negligent actions or willful misconduct of the Indemnifying Party, its employees or agents. The Indemnifying Party will not be responsible for any damages, liabilities or costs resulting from the negligence or willful misconduct of the Indemnified Party, its employees, Contractors, or agents or any third party.

15. **Limitation of Liability.**

a. EXCEPT FOR CLAIMS ARISING FROM OR RELATING TO AN INFRINGEMENT, MISAPPROPRIATION OR VIOLATION OF THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY BY CLIENT, OR CLIENT'S FAILURE TO PAY FOR SERVICES RENDERED,THE PARTIES AGREE ANY AND ALL LIABILITY OF MAXIMUS TO CLIENT FOR ANY AND ALL CLAIMS, LIABILITIES, ACTIONS OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT FROM ANY CAUSE AND REGARDLESS OF LEGAL THEORY ASSERTED, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY SHALL NOT, IN THE AGGREGATE, EXCEED THE FEES PAID OR PAYABLE TO MAXIMUS UNDER THIS AGREEMENT.

b. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, ECONOMIC, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST REVENUE, LOST PROFITS (EVEN IF SUCH LOST REVENUE IS ULTIMATELY DETERMINED TO BE DIRECT DAMAGES), REPLACEMENT GOODS, LOST OPPORTUNITY, LOSS OF TECHNOLOGY RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SOFTWARE OR ANY PORTION THEREOF REGARDLESS OF THE LEGAL THEORY UNDER WHICH THE DAMAGES ARE SOUGHT. THIS LIMITATION STANDS EVEN IF A PARTY IS ADVISED OF THE LIKELIHOOD OF THE DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OR LIMITED REMEDY.

c. ANY CLAIM BY CLIENT AGAINST MAXIMUS RELATING TO THIS AGREEMENT MUST BE MADE IN WRITING AND PRESENTED TO MAXIMUS WITHIN SIX (6) MONTHS OF THE EVENT GIVING RISE TO THE CLAIM.

d. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE TO THE ALLOCATION OF LIABILITY SET FORTH IN THIS SECTION.

16. **Notices.**

All notices under this Agreement will be in writing and will be delivered by electronic mail with written confirmation of delivery enabled, personal service, certified mail, postage prepaid, or overnight courier to the addresses set forth below. Any notice sent by certified mail will be deemed to have been given five (5) business days after the date on which it is mailed. All other notices will be deemed given when received. No objection may be made to the manner of delivery of any notice actually received in writing by an authorized agent of a Party.

For Maximus:
Tate Andersen
808 Moorefield Park Dr, Suite 205
Richmond, VA, 23236
Email: tateandersen@maximus.com

For Gallia County Board of Commissioners:
Jayne Peck
18 Locust St.
Gallipolis, OH, 45631
Email: jpeck@gallianet.net

Copy to:

Contracts Department
Maximus, Inc.
1600 Tysons Blvd. #1400
McLean, VA 22102
Phone: 571.342.3048
Fax: 703.251.8240
Email: legalnotices@maximus.com

17. **Changes.**

a. This Agreement and any scope of Services hereunder may be modified or amended only by a written amendment mutually executed by the Parties.

18. **Miscellaneous.**

a. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any right or benefit, whether directly or indirectly or otherwise, to third persons.

b. If Maximus is requested by Client to produce Maximus deliverables, documents, records, working papers, or personnel for testimony or interviews with respect to this Agreement or any services provided hereunder for any third party matter, litigation or otherwise, then Client and Maximus shall execute a change order or new services agreement for the sole purpose of setting forth any payment and the terms associated with the Maximus response and related to the reasonable fees of Maximus in responding. The foregoing does not: (1) diminish or negate Maximus's obligation to negotiate and defend all cost allocation plans and State mandated cost claims as specifically provided for under this Agreement; or (2) apply in the event Maximus is compelled by subpoena from a third party to provide Client deliverables, documents, records, working papers, or personnel for testimony or interviews.

c. The Parties intend that Maximus, in performing the Services specified in this Agreement shall act as an independent contractor and shall have full control of the work and the manner in which it is performed. Maximus and Maximus' employees are not to be considered agents or employees of Client for any purpose. Neither Party shall have the power to act or bind the other Party except as expressly provided for herein.

d. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner, and this Agreement will be interpreted to reflect the original intent of the parties insofar as possible.

e. The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and will be disregarded in construing or interpreting any of the provisions of this Agreement.

f. This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof will have any validity or bind any of the parties hereto. This shall include any purchase order submitted or provided by Client, whether prior to or upon execution of this Agreement, which shall be for Client's internal purposes only. Maximus rejects, and in the future is deemed to have

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rejected, any purchase order's terms to the extent they add to or conflict in any way with this Agreement or the applicable Scope of Services, and such additional or conflict terms will have no effect.

g. Neither Party will be liable to the other for any loss, delay or non-performance caused by, including, without limitation, acts of God, pandemic, epidemic, war, civil or military disobedience or disorder, riot, terrorism, fire, earthquake, storm, flood, or similar circumstances not under the Party's control (not including labor strikes or lack of export approval).

h. Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization.

i. Waiver by either Party of a breach of any provision of this Agreement or the failure by either Party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that provision or as a waiver of that right.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives.

Maximus:	**Client:**
Maximus US Services, Inc. By:	**Gallia County Board of Commissioners** By:
Name:	Name:
Title:	Title:
Date:	Date:

EXHIBIT A

Scope of Services & Compensation

OH CO Gallia CAP 25-27

SCOPE OF SERVICES:

Contractor represents that it has, or will secure at its own expense, all personnel required in the performance of Services under this Agreement. All of the Services required hereunder will be performed by Contractor or under its supervision, and all personnel engaged in the work will be fully qualified to perform the services described herein. Contractor reserves the right to subcontract for Services hereunder.

Description of Services:

a) Development of a central services cost allocation plan, which identifies the various cost incurred by the client to support and administer programs that provide services directly to citizens. This plan will contain a determination of the allowable cost of providing each supporting services such as purchasing, legal counsel, disbursement processing, etc.

b) Prepare indirect cost proposals for federal grants as necessary.

c) Negotiation, of the completed cost allocation plan, with the representatives of the State or federal government, whichever is applicable.

COMPENSATION:

For Services provided as set forth above, in this Exhibit A, Client agrees to pay Contractor compensation in the amount of Twenty Eight Thousand Five Hundred Dollars ($28,500).

Contractor will render to Client one or more invoices for the fees specified herein, with payment due thirty (30) days after the invoice date.

The fee breakdown is as follows:

Calendar Year 2025	$9,500
Calendar Year 2026	$9,500
Calendar Year 2027	$9,500

RESOLUTION – AUTHORIZE GRANT ASSISTANCE

Grants Administrator Karen Sprague advised the Commission that Crown City Village had been successful in obtaining 2 grants that she had assisted the village with grant applications for as follows:

· OPWC Emergency Grant for lining repair of Plumb Street Culvert total project cost $99,350

- Grant 90% = $89,415
- Village match 10% = $9,935

· ODNR Nature Works Grant for Basketball Court Reconstruction Project total project cost $19,793.75

- Grant 75% = $14,845.00
- Village Match 25% = $4,948.75

Ms. Sprague requested permission to assist the village with grant & project administration for these 2 projects. President Henry entertained a motion to approve this request. Mr. Kroll made and Mr. Stapleton seconded the motion. Upon roll call votes were as follows: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

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TRANSIT – EXECUTIVE SESSION

At 10:07 a.m. the President entertained a motion to enter into executive session with Transit Administrator Kathy Campbell and County Administrators Amanda Phillips and Janie Peck concerning the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee. Jeremy Kroll moved and Q. Jay Stapleton seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea. Returned to regular session at 10:25 a.m.; No action taken

VILLAGE OF RIO GRANDE

Village of Rio Grande Officer Keith Davies met with the Commissioners to provide an Opioid Grant Progress Overview. The Commissioners were all in agreeance that the Village needs to provide a report on the direct correlation to how much time he is spending on opioid related issues. No action taken.

GREEN 2 SEWER RESIDENT

William Workman, Gavin Street resident met with the Commissioners to address some questions he had concerning the Green 2 sewer system. No action taken.

OVB – RESOLUTION

Ryan Young, OVB presented the Corporate Authorization Resolution to be signed by all three Commissioners. No action taken.

SENIOR CENTER – BID OPENING

At 11:45 p.m. President Henry opened the following bids for the Gallia County Senior Center Phase 3 Bid Packages one and four.

Company	Bid Package #1	Bid Package #2	Bid Package #3	Bid Package #4	Total Amount
Crisenberry Electric	$118,570.00				$118,570.00
Carter's Plumbing		$104,595.92			$104,595.92
Nicholas DA Morgan 1st Choice Heating & Cooling			$236,000.00		$236,000.00
Resilience Company				$265,470.00	$265,470.00
Amish Builders LLC				$258,000.00	$258,000.00

1 :00 p.m. – Commissioner Henry attended the GAS Reconstruct Existing Airport Meeting.

1:00 p.m. – Commissioners Stapleton and Kroll attended the Solid Waste meeting in Wellston Ohio.

ADJOURN

At 3:24 p.m. the President entertained a motion for adjournment. Q. Jay Stapleton moved and Jeremy Kroll seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

Leslie Henry, President

Amanda Phillips, Clerk to the Board

Q. Jay Stapleton, Vice President

Jeremy A. Kroll, Commissioner

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