

MAY 24, 2018

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 David K. Smith. Roll Call: President David K. Smith, present; Vice President Brent Saunders, present; Commissioner Harold G. Montgomery, present.

The President entertained a motion for approval of the May 17, 2018 minutes. Brent Saunders made and Harold G. Montgomery seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea.

| 2018 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 |
| 05/20 | 16 | 2 | 0 | 0 | 15 | 0 | 0 | 0 | 17 | 15 | 0 | 0 | 0 | 1 |

GREEN SEWER PHASE 2 – DRAW # 35

County Administrator Karen Sprague presented the Commission with Draw # 35 for the Green Phase 2 Sewer Project for the following items:

- Stantec Inv. # 1358264 - \$527.50
- Total = \$527.50

David Smith entertained a motion to approve draw resolution # 35 as submitted. Harold G. Montgomery made and Brent Saunders seconded the motion. Upon roll call votes were as follows: David Smith, yea; Brent Saunders, yea; Harold Montgomery, yea.

**PARTIAL RELEASE OF REAL ESTATE MORTGAGE
GALLIA COUNTY CHIP PROGRAM (B-C-07-025-1)**

Karen Sprague, County Administrator, advised the Commission that the following deferred mortgage from a previous round of Community Housing Improvement Program (CHIP) grant has met the term of the mortgage being 10 years and a partial release is now warranted. A partial release is required since the county can only release 85% of the mortgage, which amount equals \$24,926.25. The balance of 15%, which amount equals \$4,398.75, must remain in effect until paid in full. The Prosecuting Attorney prepared the Partial Release of Real Estate Mortgage forms. David K. Smith entertained a motion that the Partial Release of Real Estate Mortgage for the following persons be approved and signed as presented:

- Ron H. Skeen

Harold G. Montgomery made and Brent Saunders seconded the motion. Upon roll call votes were as follows: David Smith, yea; Brent Saunders, yea; Harold Montgomery, yea. Release of real estate mortgage forms will be signed by David K. Smith, as President of the Commission, and is on file in the County's CHIP files.

PARTIAL RELEASE OF REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That County of Gallia, Office of Gallia County Commissioners, for a good and valuable consideration, the receipt of which is acknowledged, does hereby remise, release and discharge a portion of a real estate mortgage executed by RON H. SKEEN to the above named County of Gallia, Office of Gallia County Commissioners, dated May 2, 2008 and recorded in Volume 476, Page 270, of the Mortgage Records of Gallia County, Ohio. (This document releases 85% of said mortgage, which equals \$24,926.25. The balance of said mortgage will remain in effect until paid in full, balance remaining equals \$4,398.75.)

IN WITNESS WHEREOF, the above named County of Gallia, Office of Gallia County Commissioners, has hereunto subscribed its name and seal this 24th day of May, 2018.

WITNESSES: COUNTY OF GALLIA, OFFICE
GALLIA COUNTY COMMISSIONERS
s/ Karen Sprague s/ David K. Smith
DAVID K. SMITH, PRESIDENT

s/ Phyllis Montgomery

STATE OF OHIO, GALLIA COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared David K. Smith, President of County of Gallia, Office of Gallia County Commissioners, to me personally known, who acknowledged that he did execute the foregoing instrument as such officer and that the same is his free act and deed as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at Gallipolis, Ohio, the day and year last above written

s/ Megan Saunders
NOTARY PUBLIC

This instrument Prepared by: Jason Holdren, Gallia County Prosecuting Attorney
18 Locust Street, Gallipolis, Ohio 45631.

FINANCIAL REVIEW

County Administrator Karen Sprague presented the Commission with the 4th Amended Certificate of Estimated Resources for review.

CASTO & HARRIS, INC. — RE-ORDER NO. 14260-15

EMPLOYEE TERMINATION

Upon the recommendation of County Administrator Karen Sprague, Harold G. Montgomery made and Brent Saunders seconded the motion to terminate the employment of Heath Drummond effective immediately due to a probation violation during his probationary period with the County. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea.

PROSECUTING ATTORNEY

Meeting cancelled.

EXECUTIVE SESSION

At 9:59 a.m. the President entertained a motion to enter into executive session with JFS Director Dana Glassburn to discuss personnel issues, resignation, disciplinary action and negotiations. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea. Returned to regular session at 10:10 a.m.; no action taken.

DJFS

Director Dana Glassburn met with the Commission to recommend termination of Codette Oshel effective May 24, 2018 who is within her 1040 hour probationary period and was hired on November 27, 2017 in the position of IM Aide 1. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea.

Director Dana Glassburn recommended the voluntary demotion of Mark Coleman effective June 11, 2018 to Employment Services Case Manager position #31200.4. Brent Saunders made and Harold G. Montgomery seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea.

Director Dana Glassburn recommended new hires with effective dates to be determined by Director upon successful completion of preliminary employment screening. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea.

- Daniel Sanders – Income Maintenance Aide 1 position #10011.0
- Skylar Willford – Income Maintenance Worker 3 position #21001.0
- Jennifer Ball – Income Maintenance Worker 3 position #24001.0

Director Dana Glassburn recommended approval of the following contract agreements with Gallia-Meigs Community Action Agency:

- \$20,000 for Work Activities Food Assistance Program Brent Saunders made and Harold G. Montgomery seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea.
- \$100,000 for Work Activities Cash Assistance Program Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea.

Director Dana Glassburn recommended a contract amendment with Winhaven for CCMEP Elements in the amount of \$35,000. Harold G. Montgomery made and David K. Smith seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, abstained; Mr. Montgomery, yea.

GALLIA COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT

RECITALS

This Subgrant Agreement between the Gallia County Department of Job and Family Services, (hereinafter referred to as "CDJFS") located at 848 3rd Avenue, Gallipolis OH 45631 and Gallia Meigs Community Action Agency, (hereinafter referred to as "SUBGRANTEE") located at 8010 State Route 7 North, Cheshire, Ohio 45620. SUBGRANTEE hereby accepts the Subgrant and agrees to comply with all the terms and conditions set forth in this Agreement.

This Subgrant is made pursuant to the following federal award: FAET CFDA 10.561 (original award date 10/19/2017, FAIN# 182OH128Q7503) Food Assistance, as administered by the U.S. Department of Health and Human Services. This Subgrant is not for research and development purposes.

DEFINITIONS

As used in this document, the words and phrases set forth below shall have the following meanings:

- A. "Grantor" means Gallia County CDJFS
- B. "Subgrantee" means Gallia Meigs Community Action.
- C. "Financial assistance" means all cash, reimbursements, other payments, or allocations of funds provided by Grantor to Subgrantee. All requirements in this Agreement related to financial assistance also apply to any monies, including private monies and public money, as defined in section 117.01 of the Revised Code, used by the Subgrantee to match federal, state or county funds;
- D. "Federal, state and local laws" include all federal statutes and regulations; appropriations by the Ohio General Assembly; the Revised Code; uncodified law included in an Act, Ohio Administrative Code (OAC) rules; any federal Office of Management and Budget (OMB) circulars that a federal statute or regulation has made applicable to state and local governments; the relevant terms and conditions of any federal awards; as well as any resolutions or policies adopted by the Gallia County Board of County Commissioners. Federal, state and local laws also include any Governor's Executive Orders to the extent that they apply to counties and any ODJFS Procedure Manuals and Guidance Letters. The term "federal, state and local laws" includes all federal, state and local laws as listed in this paragraph and existing on the effective date of this Agreement as well as those federal, state and local laws that are enacted, adopted, issued, effective, amended, repealed, or rescinded on or after the effective date of this Agreement;
- E. "CFDA" means the Code of Federal Domestic Assistance assigned to a federal grant.

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

- (A) The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by Subgrantee pursuant to this Subgrant Agreement.
- (B) SUBGRANTEE will report to the contact specified in Article VIII, below, who may communicate specific requests and instructions to SUBGRANTEE concerning SUBGRANTEE's performance under this Agreement. SUBGRANTEE will comply with any instructions or requests to the satisfaction of GRANTOR within ten (10) days after receipt of the instructions or requests. SUBGRANTEE expressly understands and acknowledges that any instructions are strictly necessary to ensure the successful completion of the activities specified in this Agreement and are not intended and do not amend or alter this Agreement or any part thereof. If SUBGRANTEE believes that any instructions or requests would materially alter the terms and conditions of this Agreement, SUBGRANTEE agrees to consult the specified contact for GRANTOR named in Article VIII, below. SUBGRANTEE agrees to consult the designated contact for GRANTOR as necessary to ensure comprehension of Subgrant activities and their successful completion.

ARTICLE II. RESPONSIBILITIES OF GRANTOR

Grantor agrees to:

- A. Provide funding to Subgrantee in accordance with this Subgrant Agreement and Federal, state and local laws.
- B. Monitor Subgrantee to ensure the Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.
- C. Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed in this Agreement.
- D. Provide technical assistance and training to assist Subgrantee, with the limits of available resources, in fulfilling its obligations under this Agreement.
- E. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions set forth in or incorporated by this Agreement.

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

Subgrantee agrees to:

- A. Ensure the funds subject to this Subgrant Agreement are used in accordance with conditions, requirements and restrictions of federal, state and local laws, the federal terms and conditions of the grant award, and this Subgrant Agreement.
- B. Provide services that include, but are not limited to work activities and job coaching that will lead to self-sufficiency, ensure participants complete required work hours, monitor work activities, assist participants in gaining increased job skills, and provide documentation (See attached proposal.)
- C. Monitor all private and governmental entities that receive payments from Subgrants awarded under this Agreement to ensure that each such entity uses the funds in accordance with the applicable federal and state laws and the terms of this Agreement.
- D. Take action to recover payments that are not used in accordance with the conditions, requirements, or restrictions set forth in this Agreement.
- E. Promptly reimburse Grantor for any funds Grantor pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which Grantor is responsible.
- F. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if Grantor, ODJFS, the Ohio Auditor of State, any federal agency, or other entity authorized by federal, state or local law to determine compliance with the conditions, requirements, and restrictions applicable to the federal program from which this Subgrant is awarded determines compliance has not been achieved.
- G. Keep and maintain records that are sufficient for the preparation of reports required by law and submit all reports as requested and required by GRANTOR.
- H. Make records available to Grantor, ODJFS, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.
- I. Shall be responsible for any and all unemployment, worker's compensation, etc. that would result after subgrant agreement ends as once the grant has ended there is no money available to cover such cost.
- J. Complete all reporting requirements in a timely manner as required by the grant.

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from July 1, 2018 to June 30, 2019 unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VII prior to the above termination date.
- B. In addition to Section A above, it is expressly understood by both Grantor and Subgrantee that this Subgrant Agreement will not be valid and enforceable until the Gallia County Auditor certifies pursuant to Section 5705.41 (D), Revised Code, that the amount required to meet the Grantor's obligation or, in the case of a continuing Subgrant Agreement to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the Subgrant Agreement is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

ARTICLE V. AMOUNT OF GRANT/PAYMENTS

- A. This grant is in the total amount of Twenty Thousand dollars (\$20,000.00).
- B. Payment will be made to Subgrantee on a cost-reimbursement basis. The total estimated cost shall be in accordance with the budget attached and shall not exceed the amount provided in Article V-A, above. It is understood that Gallipolis Meigs Community Action Agency cannot exceed ten percent (10%) in administration cost through cost allocation or direct cost method. Such methodology shall be submitted with each invoice. Subgrantee may bill Grantor monthly for reimbursement of disbursements for actual costs (the 10% admin shall be separated on the invoice) incurred in the performance of this Subgrant Agreement. Invoices shall be numbered, dated, reference this Subgrant Agreement, show the cost incurred by budget category (i.e., salaries, fringe benefits, equipment, travel, supplies, etc.) for the billing period and in cumulative amount to date, all invoices and a list of eligible participants must be submitted to 848 Third Avenue, Gallipolis, Ohio 45631.
- C. Subgrantee understands that availability of funds is contingent on appropriations made by the Ohio General Assembly, ODJFS, funding sources external to the State of Ohio, such as federal funds, and appropriations by the Board of County Commissioners. If, at any time, the Grantor Director determines that federal, state or local funds are insufficient to sustain existing or anticipated spending levels, the Grantor Director may reduce, suspend, or terminate any cash, reimbursements, other payments, or allocations of funds provided by Grantor to Subgrantee, or other form of financial assistance as the Grantor Director determines appropriate. If the Ohio General Assembly, ODJFS, funding sources external to the State of Ohio, such as federal funds, or the Gallia Board of County Commissioners fails at any time to continue funding Grantor for the payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of Grantor or Gallia County.
- D. As a subrecipient of federal funds, SUBGRANTEE hereby specifically acknowledges its obligations relative to the funds provided under this Subgrant Agreement pursuant to OMB Circulars A-110 (2 CFR 215), A-21 (2 CFR 220), A-122 (2 CFR 230), A-87 (2 CFR 225), A-102, as applicable under federal, state and local laws, and 2 CFR 200, as well as 45 CFR 74 or 45 CFR 92, as applicable to Subgrantee under federal, state and local laws, including, but not limited to:
 1. Standards for financial management systems: SUBGRANTEE and its subgrantee(s) will comply with the requirements of 45 CFR 74.21 or 45 CFR 92.20, as applicable, including, but not limited to:
 - a. Fiscal and accounting procedures;
 - b. Accounting records;
 - c. Internal control over cash, real and personal property, and other assets;
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 - e. Source documentation; and
 - f. Cash management.
 2. Period of Availability of Funds: Pursuant to 45 CFR 74.28 or 45 CFR 92.23, as applicable, SUBGRANTEE and its subgrantee(s) may charge to the award only costs resulting from obligations incurred during the funding period of the federal and state awards noted in the Recitals to this Subgrant Agreement and for the term specified in Article IV of this Subgrant Agreement, unless carryover of these balances is permitted. All obligations incurred under the award must be liquidated no later than ninety (90) days after the end of the funding period, pursuant to federal law.
 3. Matching or Cost Sharing: Pursuant to 45 CFR 74.23 or 45 CFR 92.24, as applicable, matching or cost sharing requirements applicable to the federal program must be satisfied by disbursements for allowable costs or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal, state and local laws.
 4. Program Income: Program income must be used and accounted for as specified in 45 CFR 74.24 or 45 CFR 92.25, as applicable to SUBGRANTEE.
 5. Real Property: If SUBGRANTEE is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 74.32 or 45 CFR 92.31, as applicable.
 6. Equipment: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Subgrantee or its subgrantee(s) with Subgrant funds, will be governed by the provisions of 45 CFR 74.34 or 45 CFR 92.32, as applicable.
 7. Supplies: Title and disposition of supplies acquired by Subgrantee or its subgrantee(s) with Subgrant funds will be governed by the provisions of 45 CFR 74.35, 92.33 and 7 CFR 3016.33 as applicable.

ARTICLE VI. RECORDS

- A. Subgrantee must maintain documentation conforming to all requirements prescribed by ODJFS or by federal, state and local laws. Subgrantee must prepare and maintain documentation to support all transactions and to permit the reconstruction of all transactions and the proper completion of all reports required by federal, state and local laws, and which substantiates compliance with all applicable federal, state and local laws.
- B. Records must include sufficient detail to disclose:
 1. Services provided to program participants;
 2. Administrative cost of services provided to program participants;
 3. Charges made and payments received for items identified in paragraphs (B) (1) and (2) of this

Article; and

4. Cost of operating the organizations, agencies, programs, activities, and functions.

B. Subgrantee and its subgrantee(s) must maintain all records relevant to the administration of this subgrant for a period of three years.

ARTICLE VII. AUDITS OF SUBGRANTEE

- A. Subgrantee agrees to provide for timely audits as required by OMB Circular 2 CFR 200, unless a waiver has been granted by a federal agency. Subject to the threshold requirements of 45 CFR 74.26 or 45 CFR 92.26, as applicable, and OMB Circular 2 CFR 200, Subgrantee must ensure that it has an audit with a scope as provided in OMB Circular 2 CFR 200, Subpart F, §_501, that covers funds received under this agreement. Subgrantee must send one (1) copy of the final audit report to Grantor at 848 Third Avenue, Gallipolis, Ohio 45631 within two (2) weeks of Subgrantee's receipt of any such audit report.
- B. Additional responsibilities of SUBGRANTEE as an auditee under OMB Circular 2 CFR 200 include, but are not limited to:
1. Proper identification of federal awards received.
 2. Maintenance of appropriate internal controls.
 3. Preparation of appropriate financial statements, including s schedule of federal awards expended.
 4. Proper performance and timely submission of an OMB Circular 2 CFR 200 audit report.
 5. Follow-up on audit findings, including the preparation of a summary schedule of prior audit findings and corrective action, if necessary, and the preparation of a corrective action plan.
- C. Subgrantee will take prompt action to correct problems identified in an audit.

ARTICLE VIII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Subgrant Agreement may be terminated in accordance with any of the following:
1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the Grantor's Director and an authorized officer or employee of Subgrantee. An agreement to terminate is effective on the later of the date stated in the agreement to terminate or the date it is signed by all parties.
 2. Either party may terminate after giving ninety (90) days written notice of termination to the other party by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other party.
 3. Grantor may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by ODJFS, or illegal conduct by Subgrantee affecting the operation of the Subgrant Agreement.
- B. Notwithstanding the provisions of ARTICLE VII, Section A, Grantor may suspend or terminate this Subgrant Agreement immediately upon delivery of a written notice to Subgrantee, if Grantor loses funding or discovers any illegal conduct on the part of Subgrantee.
- C. If Subgrantee or any of its subgrantee(s) materially fails to comply with any term of an award, federal, state or local laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule, Grantor may take any or all of the following actions it deems appropriate in the circumstances:
1. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or its subgrantee(s) or more severe enforcement action;
 2. Disallow all or part of the cost of the Subgrant activity or action not in compliance;
 3. Wholly or partly suspend or terminate the current award for the Subgrantee or its subgrantee(s) Subgrant activity;
 4. Withhold further awards for the Subgrant activity; or
 5. Take any other remedies that may be legally available, including any additional remedies listed elsewhere in this Subgrant Agreement.
- D. Subgrantee, upon receipt of a notice of suspension or termination, will do all of the following:
1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement;
 2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated Subgrant activities;
 3. Prepare and furnish a report to Grantor, as of the date Subgrantee received the notice of termination or suspension, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
 4. Perform any other tasks that Grantor requires.
- E. Upon breach or default by Subgrantee of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, Grantor will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by Grantor of any occurrence of breach or default is not a waiver of subsequent occurrences. If Grantor or SUBGRANTEE fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other party, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE IX. NOTICES

- A. Notices to Grantor from Subgrantee that concern termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to Gallia County Department of Job and Family Services 848 Third Avenue, Gallipolis, Ohio 45631 and other contact information for the appropriate representative of GRANTOR.
- B. Notices to the Subgrantee from Grantor that concern termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to Gallia Meigs Community Action Agency, 8010 State Route 7 North, Cheshire, Ohio 45620, and other contact information for the appropriate representative of SUBGRANTEE.
- C. Routine communications from GRANTOR to SUBGRANTEE and from SUBGRANTEE TO GRANTOR will be between the representatives designated in section A and B of this Article VIII. Each party will retain a written record of any such communications.
- D. All notices in accordance with sections A or B of this Article will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE X. AMENDMENT

This document constitutes the entire agreement between Grantor and Subgrantee with respect to all matters herein. Except as provided in Article XI, below, this Subgrant Agreement may be amended only a document signed by both parties. Both Grantor and Subgrantee agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.

ARTICLE XI. ADDENDUM

Grantor may elect to provide information concerning this Subgrant Agreement in addendum hereto. Any addendum to this Subgrant Agreement will not need to be signed. Any claim on or draw of monies following the receipt of the addendum will constitute acceptance of the terms and conditions contained in the addendum. Subsequently, Grantor may modify any addendum by mailing a modified version to Subgrantee. Any claim on or draw of the modified addendum will constitute acceptance of the terms and conditions contained in the modified addendum.

ARTICLE XII. SUBGRANTS

- A. Subgrantee must perform all duties contemplated by this Subgrant Agreement. None of Subgrantee's duties or actions pursuant to this Subgrant Agreement may be subcontracted, nor shall this Subgrant Agreement be assigned, or any subawards made by Subgrantee, without the prior express written authorization of Grantor.
- B. Any subgrants made by Subgrantee to a unit of local government, university, hospital, other nonprofit, or commercial organization will be made in accordance with 45 CFR 74 or 45 CFR 92.37, as applicable, and will impose upon any subgrantee(s) the requirements of 45 CFR 74 or 45 CFR Part 92, as applicable, as well as federal, state and local law. Any award of a subgrant to another entity shall be made by means of a subgrant agreement which requires the entity awarded the county subgrant to comply with all conditions, requirements, and restrictions applicable to Subgrantee regarding the grant that Subgrantee subgrants to the entity, including the conditions, requirements, and restrictions of section 5101.21 of the Revised Code.
- C. Debarment and Suspension: As provided in 45 CFR 74.13 or 45 CFR 92.35, as applicable, Subgrantee and its subgrantees must not make any award or permit any award at any time to any party that is debarred party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.
- D. Procurement: While Subgrantee and its subgrantees may use their own procurement procedures, the procedures must conform to all applicable federal, state and local laws, including, as applicable, 45 CFR 92.36 or 45 CFR 74.40 through 45 CFR 74.48. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
- E. Monitoring: Subgrantee must manage and monitor the routine operations of subgrant supported activities, including each project, program, subgrant, and function supported by Subgrantee's subgrant, to ensure compliance with all applicable federal requirements, including 45 CFR 92.40. If Subgrantee discovers that subgrant funding has not been used in accordance with federal, state and local laws, Subgrantee must take action to recover such funding.

- F. Audit: Ensure that subrecipients expending Five Hundred Thousand and 00/100 Dollars (\$500,000) or more in federal awards during the subrecipient's fiscal year have met the audit requirements of 45 CFR 74.26 or of 45 CFR 92.26 for that fiscal year. One (1) copy of each audit report must be sent to SUBGRANTEE within two (2) weeks of the subrecipient's receipt of any such audit report.
- G. Duties as Pass-through Entity: Subgrantee must perform those functions required under federal, state and local laws as a subrecipient of Subgrantee under this Subgrant Agreement and as a pass-through entity of any awards of subgrants to other entities, including, but not limited to:
1. Identify the federal awards made by informing each subrecipient of the CFDA title and number, award name and number, award year, whether the award is for research and development, and the name of the federal awarding agency. When some of this information is not available, the pass-through entity will provide the best information available to describe the federal award.
 2. Advise subrecipients of requirements imposed on them by federal laws, regulations, and the provisions of contracts or subgrant agreements as well as any supplemental requirements imposed by ODJFS or by SUBGRANTEE.
 3. Monitor the activities of subrecipients as necessary to ensure that federal awards are used for authorized purposes in compliance with all applicable federal and state laws and regulations and the provisions of contracts or subgrant agreements and that all performance goals are achieved.
 4. Ensure that subrecipients expending Five Hundred Thousand and 00/100 Dollars (\$500,000) or more in federal awards during the subrecipient's fiscal year have met the audit requirements of 45 CFR 74.26 or of 45 CFR 92.26 for that fiscal year. One (1) copy of each audit report must be sent to SUBGRANTEE within two (2) weeks of the subrecipient's receipt of any such audit report.
 5. Issue a management report on audit findings within six (6) months after receipt of a subrecipient's audit report and ensure the subrecipient takes appropriate and timely corrective action.
 6. Consider whether audits of subrecipients requires adjustments of SUBGRANTEE'S own records.
 7. Require each subrecipient to permit ODJFS, any other state or government entity, and federal and state auditors to have access to their records and financial statements.

XIII. SUBGRANTEE CERTIFICATION OF COMPLIANCE WITH GRANT CONDITIONS

By accepting the Subgrant and by executing this Subgrant Agreement, SUBGRANTEE hereby affirms current and continued compliance with each condition listed in this Article X. SUBGRANTEE'S certification of compliance with each of these conditions is considered a material representation of fact upon which GRANTOR is relying in entering into this Subgrant Agreement.

- A. If, at any time, SUBGRANTEE is not in compliance with the conditions affirmed in this Section A, GRANTOR will consider this Subgrant Agreement to be *void ab initio* and will deliver written notice to SUBGRANTEE. Any funds the GRANTOR paid SUBGRANTEE for work performed before subgrantee received notice that the Subgrant Agreement is *void ab initio* will be immediately repaid or GRANTOR may commence an action for recover against SUBGRANTEE.
1. Federal Debarment Requirements: SUBGRANTEE certifies that neither SUBGRANTEE nor any principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency, as set forth in 45 CFR 92.35 (HHS), 29 CFR 98 (DOL), or 7 CFR 3016.35 (USDA). SUBGRANTEE also affirms that within three (3) years preceding this agreement neither SUBGRANTEE nor any of its principals:
 - a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property;
 - b. Are presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) for commission of any of the offenses listed in this paragraph and have not had any public transactions (Federal, State, or local) terminated for cause or default.
 2. Qualifications to Conduct Business: SUBGRANTEE affirms that it has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
 3. Finding for Recovery: SUBGRANTEE affirms that neither SUBGRANTEE nor its principals are subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with Grantor, as Grantor is a political subdivision of the State of Ohio.
 4. Material Assistance to Terrorist Organization: SUBGRANTEE affirms that SUBGRANTEE, its principals, affiliated groups, or persons with a controlling interest in SUBGRANTEE'S organization are in compliance with ORC 2909.33 in that none of the aforementioned have provided Material Assistance to a Terrorist Organization.
- B. If at any time SUBGRANTEE is not in compliance with the conditions affirmed in this Section B, GRANTOR may immediately suspend or terminate this Agreement and will deliver written notice to SUBGRANTEE. SUBGRANTEE will be entitled to compensation, upon submission of a proper invoice in accordance with Article XX, only for work performed during the time SUBGRANTEE was in compliance with the provisions of this Section B. Any funds paid for work performed during a period when SUBGRANTEE was not in compliance with this Section B will be immediately repaid or GRANTOR may commence an action for recovery against SUBGRANTEE.
1. Ethics Law: SUBGRANTEE certifies that it and all officers, employees and agents of SUBGRANTEE will comply with the requirements of the Ohio ethics law and Ohio law pertaining to offences against justice and public administration, including, but not limited to, Sections 102.03, 102.04, 2921.02, 2921.42 and 2921.43, Revised Code.
 2. Nondiscrimination: SUBGRANTEE hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); Title II of the American with Disabilities Act of 1990 (42 U.S.C. § 12131 et seq.); all provisions required by the implementing regulations of the Department of Agriculture and Department of Health and Human Services; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and Part 42; and Department of Agriculture, Food and Nutrition Services (FNS) directive and guidelines to the effect that, no person shall on the grounds of race, color, national origin, sex, age, disability or political beliefs or association, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the Subgrantee receives Federal financial assistance from FNS. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
 3. Pro-Children: SUBGRANTEE certifies that it will comply with the requirements of the Pro-Children Act of 1994 (20 USC 7183) imposing restrictions on smoking in facilities where federally funded children's services are provided.
 4. Acknowledgement of Federal Funding: SUBGRANTEE certifies that it will acknowledge federal funding when issuing statements, press releases, request for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funding, including statement of the percentage and dollar amounts of the total program or project costs financed with federal funds and the percentage and dollar amount of the total costs financed by nongovernmental sources.
 5. Limited English Proficiency: SUBGRANTEE certifies that it will take reasonable steps to ensure that people with limited English proficiency have meaningful access to health and social services and there is effective communication between the service provider and individuals with limited English proficiency.
 6. Resource Conservation: SUBGRANTEE certifies that it will comply with the Resource Conservation and Recovery Act (42 USC 6901) in giving preference in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the EPA (40 CFR parts 247 - 254).
 7. Hatch Act: SUBGRANTEE certifies that it will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
 8. SUBGRANTEE certifies that it will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

- 9. SUBGRANTEE certifies that it will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- 10. SUBGRANTEE certifies that it will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular 2 CFR 200, "Audits of States, Local Governments, and Non-Profit Organizations."
- 11. SUBGRANTEE certifies that it will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing the programs funded under this Subgrant Agreement.
- 12. SUBGRANTEE certifies that it will post the December 2015 version of the AD-475B "And Justice for All" poster.

ARTICLE XIV. MISCELLANEOUS TERMS AND CONDITIONS

- A. Limitation of Liability: To the extent permitted by law, Grantor agrees to be responsible for any liability directly relating to any and all acts of negligence by Grantor. To the extent permitted by law, Subgrantee agrees to be responsible for any liability directly related to any and all acts of negligence by Subgrantee. In no event shall either party be liable for any indirect or consequential damages, even if Grantor or Subgrantee knew or should have known of the possibility of such damages.
- B. Choice of Law; Partial Invalidity: This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Subgrant Agreement impossible.
- C. Construction: Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by Grantor to Subgrantee that is not specifically set forth in state and federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, ODJFS, Grantor, or any of the officers or employees of the State of Ohio, ODJFS or Grantor.

The terms of this agreement are hereby agreed to by both parties, as shown by the signatures of representatives of each.

SIGNATURES

| | | |
|---|---------------------------|------------------|
| <u>s/ Tom Reed</u> | <u>Executive Director</u> | <u>5/22/2018</u> |
| Authorized Representative of the Subgrantee | Title | Date |
| <u>s/ Dana Glassburn</u> | <u>Director</u> | <u>5/24/2018</u> |
| Authorized Representative of CDJFS | Title | Date |
| <u>s/ David K. Smith</u> | | <u>5/24/2018</u> |
| County Commissioner | | Date |
| <u>s/ Brent Saunders</u> | | <u>5/24/2018</u> |
| County Commissioner | | Date |
| <u>s/ Harold G. Montgomery</u> | | <u>5/24/2018</u> |
| County Commissioner | | Date |
| <u>s/ Jason Holdren</u> | | <u>5/24/2018</u> |
| Prosecuting Attorney | | Date |

GALLIA COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT

RECITALS

This Subgrant Agreement between the Gallia County Department of Job and Family Services, (hereinafter referred to as "CDJFS") located at 848 3rd Avenue, Gallipolis OH 45631 and Gallia Meigs Community Action Agency, (hereinafter referred to as "SUBGRANTEE") located at 8010 State Route 7 North, Cheshire, Ohio 45620. SUBGRANTEE hereby accepts the Subgrant and agrees to comply with all the terms and conditions set forth in this Agreement.

This Subgrant is made pursuant to the following federal award: TANF CFDA 93.558 (original award date 10/01/2017, FAIN# 1801OHTANF) Temporary Assistance to Needy Families Block Grant, as administered by the U.S. Department of Health and Human Services. This Subgrant is not for research and development purposes.

DEFINITIONS

As used in this document, the words and phrases set forth below shall have the following meanings:

- C. "Grantor" means Gallia County CDJFS
- B. "Subgrantee" means Gallia Meigs Community Action.
- C. "Financial assistance" means all cash, reimbursements, other payments, or allocations of funds provided by Grantor to Subgrantee. All requirements in this Agreement related to financial assistance also apply to any monies, including private monies and public money, as defined in section 117.01 of the Revised Code, used by the Subgrantee to match federal, state or county funds;
- D. "Federal, state and local laws" include all federal statutes and regulations; appropriations by the Ohio General Assembly; the Revised Code; uncodified law included in an Act, Ohio Administrative Code (OAC) rules; any federal Office of Management and Budget (OMB) circulars that a federal statute or regulation has made applicable to state and local governments; the relevant terms and conditions of any federal awards; as well as any resolutions or policies adopted by the Gallia County Board of County Commissioners. Federal, state and local laws also include any Governor's Executive Orders to the extent that they apply to counties and any ODJFS Procedure Manuals and Guidance Letters. The term "federal, state and local laws" includes all federal, state and local laws as listed in this paragraph and existing on the effective date of this Agreement as well as those federal, state and local laws that are enacted, adopted, issued, effective, amended, repealed, or rescinded on or after the effective date of this Agreement;
- E. "CFDA" means the Code of Federal Domestic Assistance assigned to a federal grant.

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

- (A) The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by Subgrantee pursuant to this Subgrant Agreement.
- (B) SUBGRANTEE will report to the contact specified in Article VIII, below, who may communicate specific requests and instructions to SUBGRANTEE concerning SUBGRANTEE's performance under this Agreement. SUBGRANTEE will comply with any instructions or requests to the satisfaction of GRANTOR within ten (10) days after receipt of the instructions or requests. SUBGRANTEE expressly understands and acknowledges that any instructions are strictly necessary to ensure the successful completion of the activities specified in this Agreement and are not intended and do not amend or alter this Agreement or any part thereof. If SUBGRANTEE believes that any instructions or requests would materially alter the terms and conditions of this Agreement, SUBGRANTEE agrees to consult the specified contact for GRANTOR named in Article VIII, below. SUBGRANTEE agrees to consult the designated contact for GRANTOR as necessary to ensure comprehension of Subgrant activities and their successful completion.

ARTICLE II. RESPONSIBILITIES OF GRANTOR

Grantor agrees to:

- A. Provide funding to Subgrantee in accordance with this Subgrant Agreement and Federal, state and local laws.
- B. Monitor Subgrantee to ensure the Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.
- C. Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed in this Agreement.
- D. Provide technical assistance and training to assist Subgrantee, with the limits of available resources, in fulfilling its obligations under this Agreement.
- E. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions set forth in or incorporated by this Agreement.

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

Subgrantee agrees to:

- A. Ensure the funds subject to this Subgrant Agreement are used in accordance with conditions, requirements and restrictions of federal, state and local laws, the federal terms and conditions of the grant award, and this Subgrant Agreement.
- B. Provide services to participants determined to be eligible by GCDJFS and assigned to TANF work Activity that will include, but are not limited to work activities and job coaching that will lead to self-sufficiency, ensure participants complete required work hours, monitor work activities and work sites, provide pre-employment testing TABE, assist participants in gaining increased job skills, and provide

documentation. In addition, Subgrantee must meet or exceed the of "All Family Rate" and the "Two Parent Rate" through the life of the sub-grant through the provision of activities outlined in the program description. The rates are based on calculations as determined by state and federal regulations. (See attached proposal.)

- C. Monitor all private and governmental entities that receive payments from Subgrants awarded under this Agreement to ensure that each such entity uses the funds in accordance with the applicable federal and state laws and the terms of this Agreement.
- D. Take action to recover payments that are not used in accordance with the conditions, requirements, or restrictions set forth in this Agreement.
- E. Promptly reimburse Grantor for any funds Grantor pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which Grantor is responsible including any audit findings due to not meeting the "All Family Rate and the "Two Parent Rate" refer to section (B).
- F. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if Grantor, ODJFS, the Ohio Auditor of State, any federal agency, or other entity authorized by federal, state or local law to determine compliance with the conditions, requirements, and restrictions applicable to the federal program from which this Subgrant is awarded determines compliance has not been achieved.
- G. Keep and maintain records that are sufficient for the preparation of reports required by law and submit all reports as requested and required by GRANTOR.
- H. Make records available to Grantor, ODJFS, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.
- I. Shall be responsible for any and all unemployment, worker's compensation, etc. that would result after subgrant agreement ends as once the grant has ended there is no money available to cover such cost.
- K. Complete all reporting requirements in a timely manner as required by the grant.

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from July 1, 2018 to June 30, 2019 unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VII prior to the above termination date.
- B. In addition to Section A above, it is expressly understood by both Grantor and Subgrantee that this Subgrant Agreement will not be valid and enforceable until the Gallia County Auditor certifies pursuant to Section 5705.41 (D), Revised Code, that the amount required to meet the Grantor's obligation or, in the case of a continuing Subgrant Agreement to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the Subgrant Agreement is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

ARTICLE V. AMOUNT OF GRANT/PAYMENTS

- A. This grant is in the total amount of One-hundred thousand dollars (\$100,000.00).
- B. Payment will be made to Subgrantee on a cost-reimbursement basis. The total estimated cost shall be in accordance with the budget attached and shall not exceed the amount provided in Article V-A, above. It is understood that Gallia Meigs Community Action Agency cannot exceed ten percent (10%) in administration cost through cost allocation or direct cost method. Such methodology shall be submitted with each invoice. Subgrantee may bill Grantor monthly for reimbursement of disbursements for actual costs (the 10% admin shall be separated on the invoice) incurred in the performance of this Subgrant Agreement. Invoices shall be numbered, dated, reference this Subgrant Agreement, show the cost incurred by budget category (i.e., salaries, fringe benefits, equipment, travel, supplies, etc.) for the billing period and in cumulative amount to date, all invoices and a list of eligible participants must be submitted to 848 Third Avenue, Gallipolis, Ohio 45631.
- C. Subgrantee understands that availability of funds is contingent on appropriations made by the Ohio General Assembly, ODJFS, funding sources external to the State of Ohio, such as federal funds, and appropriations by the Board of County Commissioners. If, at any time, the Grantor Director determines that federal, state or local funds are insufficient to sustain existing or anticipated spending levels, the Grantor Director may reduce, suspend, or terminate any cash, reimbursements, other payments, or allocations of funds provided by Grantor to Subgrantee, or other form of financial assistance as the Grantor Director determines appropriate. If the Ohio General Assembly, ODJFS, funding sources external to the State of Ohio, such as federal funds, or the Gallia Board of County Commissioners fails at any time to continue funding Grantor for the payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of Grantor or Gallia County.
- D. As a subrecipient of federal funds, SUBGRANTEE hereby specifically acknowledges its obligations relative to the funds provided under this Subgrant Agreement pursuant to OMB Circulars A-110 (2 CFR 215), A-21 (2 CFR 220), A-122 (2 CFR 230), A-87 (2 CFR 225), A-102, as applicable under federal, state and local laws, and 2 CFR 200, as well as 45 CFR 74 or 45 CFR 92, as applicable to Subgrantee under federal, state and local laws, including, but not limited to:
 - 1. Standards for financial management systems: SUBGRANTEE and its subgrantee(s) will comply with the requirements of 45 CFR 74.21 or 45 CFR 92.20, as applicable, including, but not limited to:
 - a. Fiscal and accounting procedures;
 - b. Accounting records;
 - c. Internal control over cash, real and personal property, and other assets;
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 - e. Source documentation; and
 - f. Cash management.
 - 2. Period of Availability of Funds: Pursuant to 45 CFR 74.28 or 45 CFR 92.23, as applicable, SUBGRANTEE and its subgrantee(s) may charge to the award only costs resulting from obligations incurred during the funding period of the federal and state awards noted in the Recitals to this Subgrant Agreement and for the term specified in Article IV of this Subgrant Agreement, unless carryover of these balances is permitted. All obligations incurred under the award must be liquidated no later than ninety (90) days after the end of the funding period, pursuant to federal law.
 - 3. Matching or Cost Sharing: Pursuant to 45 CFR 74.23 or 45 CFR 92.24, as applicable, matching or cost sharing requirements applicable to the federal program must be satisfied by disbursements for allowable costs or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal, state and local laws.
 - 4. Program Income: Program income must be used and accounted for as specified in 45 CFR 74.24 or 45 CFR 92.25, as applicable to SUBGRANTEE.
 - 5. Real Property: If SUBGRANTEE is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 74.32 or 45 CFR 92.31, as applicable.
 - 6. Equipment: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Subgrantee or its subgrantee(s) with Subgrant funds, will be governed by the provisions of 45 CFR 74.34 or 45 CFR 92.32, as applicable.
 - 7. Supplies: Title and disposition of supplies acquired by Subgrantee or its subgrantee(s) with Subgrant funds will be governed by the provisions of 45 CFR 74.35, 92.33 and 7 CFR 3016.33 as applicable.

ARTICLE VI. RECORDS

- A. Subgrantee must maintain documentation conforming to all requirements prescribed by ODJFS or by federal, state and local laws. Subgrantee must prepare and maintain documentation to support all transactions and to permit the reconstruction of all transactions and the proper completion of all reports required by federal, state and local laws, and which substantiates compliance with all applicable federal, state and local laws.
- B. Records must include sufficient detail to disclose:
 - 1. Services provided to program participants;
 - 2. Administrative cost of services provided to program participants;
 - 3. Charges made and payments received for items identified in paragraphs (B) (1) and (2) of this Article; and
 - 4. Cost of operating the organizations, agencies, programs, activities, and functions.
- D. Subgrantee and its subgrantee(s) must maintain all records relevant to the administration of this subgrant for a period of three years.

ARTICLE VII. AUDITS OF SUBGRANTEE

- A. Subgrantee agrees to provide for timely audits as required by OMB Circular 2 CFR 200, unless a waiver has been granted by a federal agency. Subject to the threshold requirements of 45 CFR 74.26 or 45 CFR 92.26, as applicable, and OMB Circular 2 CFR 200, Subgrantee must ensure that it has an audit with a scope as provided in OMB Circular 2 CFR 200, Subpart F, §_501, that covers funds received under this agreement. Subgrantee must send one (1) copy of the final audit report to Grantor at 848 Third Avenue, Gallipolis, Ohio 45631 within two (2) weeks of Subgrantee's receipt of any such audit report.
- B. Additional responsibilities of SUBGRANTEE as an auditee under OMB Circular 2 CFR 200 include, but are not limited to:
 - 1. Proper identification of federal awards received.
 - 2. Maintenance of appropriate internal controls.

3. Preparation of appropriate financial statements, including a schedule of federal awards expended.
4. Proper performance and timely submission of an OMB Circular 2 CFR 200 audit report.
5. Follow-up on audit findings, including the preparation of a summary schedule of prior audit findings and corrective action, if necessary, and the preparation of a corrective action plan.

C. Subgrantee will take prompt action to correct problems identified in an audit.

ARTICLE VIII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

A. This Subgrant Agreement may be terminated in accordance with any of the following:

1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the Grantor's Director and an authorized officer or employee of Subgrantee. An agreement to terminate is effective on the later of the date stated in the agreement to terminate or the date it is signed by all parties.
 2. Either party may terminate after giving ninety (90) days written notice of termination to the other party by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other party.
 3. Grantor may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by ODJFS, or illegal conduct by Subgrantee affecting the operation of the Subgrant Agreement.
- B. Notwithstanding the provisions of ARTICLE VII, Section A, Grantor may suspend or terminate this Subgrant Agreement immediately upon delivery of a written notice to Subgrantee, if Grantor loses funding or discovers any illegal conduct on the part of Subgrantee.
- C. If Subgrantee or any of its subgrantee(s) materially fails to comply with any term of an award, federal, state or local laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule, Grantor may take any or all of the following actions it deems appropriate in the circumstances:
1. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or its subgrantee(s) or more severe enforcement action;
 2. Disallow all or part of the cost of the Subgrant activity or action not in compliance;
 3. Wholly or partly suspend or terminate the current award for the Subgrantee or its subgrantee(s) Subgrant activity;
 4. Withhold further awards for the Subgrant activity; or
 5. Take any other remedies that may be legally available, including any additional remedies listed elsewhere in this Subgrant Agreement.

D. Subgrantee, upon receipt of a notice of suspension or termination, will do all of the following:

1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement;
2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated Subgrant activities;
3. Prepare and furnish a report to Grantor, as of the date Subgrantee received the notice of termination or suspension, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
4. Perform any other tasks that Grantor requires.

E. Upon breach or default by Subgrantee of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, Grantor will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by Grantor of any occurrence of breach or default is not a waiver of subsequent occurrences. If Grantor or SUBGRANTEE fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other party, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE IX. NOTICES

- A. Notices to Grantor from Subgrantee that concern termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to Gallia County Department of Job and Family Services 848 Third Avenue, Gallipolis, Ohio 45631 and other contact information for the appropriate representative of GRANTOR.
- B. Notices to the Subgrantee from Grantor that concern termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to Gallia Meigs Community Action Agency, 8010 State Route 7 North, Cheshire, Ohio 45620, and other contact information for the appropriate representative of SUBGRANTEE.
- C. Routine communications from GRANTOR to SUBGRANTEE and from SUBGRANTEE TO GRANTOR will be between the representatives designated in section A and B of this Article VIII. Each party will retain a written record of any such communications.
- D. All notices in accordance with sections A or B of this Article will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE X. AMENDMENT

This document constitutes the entire agreement between Grantor and Subgrantee with respect to all matters herein. Except as provided in Article XI, below, this Subgrant Agreement may be amended only a document signed by both parties. Both Grantor and Subgrantee agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.

ARTICLE XI. ADDENDUM

Grantor may elect to provide information concerning this Subgrant Agreement in addendum hereto. Any addendum to this Subgrant Agreement will not need to be signed. Any claim on or draw of monies following the receipt of the addendum will constitute acceptance of the terms and conditions contained in the addendum. Subsequently, Grantor may modify any addendum by mailing a modified version to Subgrantee. Any claim on or draw of the modified addendum will constitute acceptance of the terms and conditions contained in the modified addendum.

ARTICLE XII. SUBGRANTS

- A. Subgrantee must perform all duties contemplated by this Subgrant Agreement. None of Subgrantee's duties or actions pursuant to this Subgrant Agreement may be subcontracted, nor shall this Subgrant Agreement be assigned, or any subawards made by Subgrantee, without the prior express written authorization of Grantor.
- B. Any subgrants made by Subgrantee to a unit of local government, university, hospital, other nonprofit, or commercial organization will be made in accordance with 45 CFR 74 or 45 CFR 92.37, as applicable, and will impose upon any subgrantee(s) the requirements of 45 CFR 74 or 45 CFR Part 92, as applicable, as well as federal, state and local law. Any award of a subgrant to another entity shall be made by means of a subgrant agreement which requires the entity awarded the county subgrant to comply with all conditions, requirements, and restrictions applicable to Subgrantee regarding the grant that Subgrantee subgrants to the entity, including the conditions, requirements, and restrictions of section 5101.21 of the Revised Code.
- C. Debarment and Suspension: As provided in 45 CFR 74.13 or 45 CFR 92.35, as applicable, Subgrantee and its subgrantees must not make any award or permit any award at any time to any party that is debarred party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.
- D. Procurement: While Subgrantee and its subgrantees may use their own procurement procedures, the procedures must conform to all applicable federal, state and local laws, including, as applicable, 45 CFR 92.36 or 45 CFR 74.40 through 45 CFR 74.48. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
- E. Monitoring: Subgrantee must manage and monitor the routine operations of subgrant supported activities, including each project, program, subgrant, and function supported by Subgrantee's subgrant, to ensure compliance with all applicable federal requirements, including 45 CFR 92.40. If Subgrantee discovers that subgrant funding has not been used in accordance with federal, state and local laws, Subgrantee must take action to recover such funding.
- F. Audit: Ensure that subrecipients expending Five Hundred Thousand and 00/100 Dollars (\$500,000) or more in federal awards during the subrecipient's fiscal year have met the audit requirements of 45 CFR 74.26 or of 45 CFR 92.26 for that fiscal year. One (1) copy of each audit report must be sent to SUBGRANTEE within two (2) weeks of the subrecipient's receipt of any such audit report.
- G. Duties as Pass-through Entity: Subgrantee must perform those functions required under federal, state and local laws as a subrecipient of Subgrantee under this Subgrant Agreement and as a pass-through entity of any awards of subgrants to other entities, including, but not limited to:
 1. Identify the federal awards made by informing each subrecipient of the CFDA title and number, award name and number, award year, whether the award is for research and development, and the name of the federal awarding agency. When some of this information is not available, the pass-through entity will provide the best information available to describe the federal award.
 2. Advise subrecipients of requirements imposed on them by federal laws, regulations, and the provisions of contracts or subgrant agreements as well as any supplemental requirements imposed by ODJFS or by SUBGRANTEE.
 3. Monitor the activities of subrecipients as necessary to ensure that federal awards are used for authorized purposes in compliance with all applicable federal and state laws and regulations and the provisions of contracts or subgrant agreements and that all performance goals are achieved.

4. Ensure that subrecipients expending Five Hundred Thousand and 00/100 Dollars (\$500,000) or more in federal awards during the subrecipient's fiscal year have met the audit requirements of 45 CFR 74.26 or of 45 CFR 92.26 for that fiscal year. One (1) copy of each audit report must be sent to SUBGRANTEE within two (2) weeks of the subrecipient's receipt of any such audit report.
5. Issue a management report on audit findings within six (6) months after receipt of a subrecipient's audit report and ensure the subrecipient takes appropriate and timely corrective action.
6. Consider whether audits of subrecipients requires adjustments of SUBGRANTEE'S own records.
7. Require each subrecipient to permit ODJFS, any other state or government entity, and federal and state auditors to have access to their records and financial statements.

XIII. SUBGRANTEE CERTIFICATION OF COMPLIANCE WITH GRANT CONDITIONS

By accepting the Subgrant and by executing this Subgrant Agreement, SUBGRANTEE hereby affirms current and continued compliance with each condition listed in this Article X. SUBGRANTEE'S certification of compliance with each of these conditions is considered a material representation of fact upon which GRANTOR is relying in entering into this Subgrant Agreement.

- A. If, at any time, SUBGRANTEE is not in compliance with the conditions affirmed in this Section A, GRANTOR will consider this Subgrant Agreement to be *void ab initio* and will deliver written notice to SUBGRANTEE. Any funds the GRANTOR paid SUBGRANTEE for work performed before subgrantee received notice that the Subgrant Agreement is *void ab initio* will be immediately repaid or GRANTOR may commence an action for recover against SUBGRANTEE.
 1. Federal Debarment Requirements: SUBGRANTEE certifies that neither SUBGRANTEE nor any principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency, as set forth in 45 CFR 92.35 (HHS), 29 CFR 98 (DOL), or 7 CFR 3016.35 (USDA). SUBGRANTEE also affirms that within three (3) years preceding this agreement neither SUBGRANTEE nor any of its principals:
 - a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property;
 - b. Are presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) for commission of any of the offenses listed in this paragraph and have not had any public transactions (Federal, State, or local) terminated for cause or default.
 2. Qualifications to Conduct Business: SUBGRANTEE affirms that it has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
 3. Finding for Recovery: SUBGRANTEE affirms that neither SUBGRANTEE nor its principals are subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with Grantor, as Grantor is a political subdivision of the State of Ohio.
 4. Material Assistance to Terrorist Organization: SUBGRANTEE affirms that SUBGRANTEE, its principals, affiliated groups, or persons with a controlling interest in SUBGRANTEE's organization are in compliance with ORC 2909.33 in that none of the aforementioned have provided Material Assistance to a Terrorist Organization.
 - B. If at any time SUBGRANTEE is not in compliance with the conditions affirmed in this Section B, GRANTOR may immediately suspend or terminate this Agreement and will deliver written notice to SUBGRANTEE. SUBGRANTEE will be entitled to compensation, upon submission of a proper invoice in accordance with Article XX, only for work performed during the time SUBGRANTEE was in compliance with the provisions of this Section B. Any funds paid for work performed during a period when SUBGRANTEE was not in compliance with this Section B will be immediately repaid or GRANTOR may commence an action for recovery against SUBGRANTEE.
 1. Ethics Law: SUBGRANTEE certifies that it and all officers, employees and agents of SUBGRANTEE will comply with the requirements of the Ohio ethics law and Ohio law pertaining to offences against justice and public administration, including, but not limited to, Sections 102.03, 102.04, 2921.02, 2921.42 and 2921.43, Revised Code.
 2. Nondiscrimination: SUBGRANTEE hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); Title II of the American with Disabilities Act of 1990 (42 U.S.C. § 12131 et seq.); all provisions required by the implementing regulations of the Department of Agriculture and Department of Health and Human Services; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and Part 42; and Department of Agriculture, Food and Nutrition Services (FNS) directive and guidelines to the effect that, no person shall on the grounds of race, color, national origin, sex, age, disability or political beliefs or association, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the Subgrantee receives Federal financial assistance from FNS.. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
 3. Pro-Children: SUBGRANTEE certifies that it will comply with the requirements of the Pro-Children Act of 1994 (20 USC 7183) imposing restrictions on smoking in facilities where federally funded children's services are provided.
 4. Acknowledgement of Federal Funding: SUBGRANTEE certifies that it will acknowledge federal funding when issuing statements, press releases, request for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funding, including statement of the percentage and dollar amounts of the total program or project costs financed with federal funds and the percentage and dollar amount of the total costs financed by nongovernmental sources.
 5. Limited English Proficiency: SUBGRANTEE certifies that it will take reasonable steps to ensure that people with limited English proficiency have meaningful access to health and social services and there is effective communication between the service provider and individuals with limited English proficiency.
 6. Resource Conservation: SUBGRANTEE certifies that it will comply with the Resource Conservation and Recovery Act (42 USC 6901) in giving preference in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the EPA (40 CFR parts 247 - 254).
 7. Hatch Act: SUBGRANTEE certifies that it will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
 8. SUBGRANTEE certifies that it will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
 9. SUBGRANTEE certifies that it will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
 10. SUBGRANTEE certifies that it will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. 2 CFR 200, "Audits of States, Local Governments, and Non-Profit Organizations."
 11. SUBGRANTEE certifies that it will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing the programs funded under this Subgrant Agreement.
 12. SUBGRANTEE certifies that it will post the December 2015 version of the AD-475B "And Justice for All" poster.
- ARTICLE XIV. MISCELLANEOUS TERMS AND CONDITIONS**
- A. Limitation of Liability: To the extent permitted by law, Grantor agrees to be responsible for any liability directly relating to any and all acts of negligence by Grantor. To the extent permitted by law, Subgrantee agrees to be responsible for any liability directly related to any and all acts of negligence by Subgrantee. In no event shall either party be liable for any indirect or consequential damages, even if Grantor or Subgrantee knew or should have known of the possibility of such damages.

B. Choice of Law: Partial Invalidity: This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Subgrant Agreement impossible.

C. Construction: Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by Grantor to Subgrantee that is not specifically set forth in state and federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, ODJFS, Grantor, or any of the officers or employees of the State of Ohio, ODJFS or Grantor.

The terms of this agreement are hereby agreed to by both parties, as shown by the signatures of representatives of each.

SIGNATURES

| | | | | |
|---|-------|---------------------------|------|------------------|
| <u>s/ Tom Reed</u> Authorized Representative of the Subgrantee | Title | <u>Executive Director</u> | Date | <u>5/22/2018</u> |
| <u>s/ Dana Glassburn</u> Authorized Representative of CDJFS | Title | <u>Director</u> | Date | <u>5/24/2018</u> |
| <u>s/ David K. Smith</u> County Commissioner | | | Date | <u>5/24/2018</u> |
| <u>s/ Brent Saunders</u> County Commissioner | | | Date | <u>5/24/2018</u> |
| <u>s/ Harold G. Montgomery</u> County Commissioner | | | Date | <u>5/24/2018</u> |
| <u>s/ Jason Holdren</u> Prosecuting Attorney | | | Date | <u>5/24/2018</u> |

**GALLIA COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
PURCHASE OF SERVICES VENDOR CONTRACT
AMENDMENT NO. 1**

This amendment will amend the contract between the Gallia County Department of Job and Family Services (CDJFS), (Grantor) and Wing Haven, (Sub-grantee) and will be effective from the date of approval by the Gallia County Commission for the purchase of service of TANF CCMEP CFDA #93.558 (original award date 10/26/2016, FAIN# 1701OHTANF and award date 10/1/2017 FAIN #1801OHTANF), Temporary Assistance to Needy Families Block Grant as administered by the U.S. Department of Health and Human Services Youth elements: workforce preparation, financial literacy education, and provide services for employment information.

I. Availability of Funds:

The amended contract (G-SFY17-0010) reflected the availability of funds in the amount of \$35,000. This amendment shall increase the availability of funds within the contract an additional \$10,000 to close out the SFY18 year.

| | | |
|---|------|------------------|
| <u>s/ Dana Glassburn</u> Authorized County Representative, Dana L. Glassburn, Director | Date | <u>5/23/2018</u> |
| <u>s/ Lee Bauman</u> Authorized Provider Representative | Date | <u>5/22/2018</u> |
| Gallia County Commissioners: <u>Harold G. Montgomery</u> Harold Montgomery | Date | <u>5/24/2018</u> |
| <u>David K/ Smith</u> David Smith | Date | <u>5/24/2018</u> |
| <u>Abstained</u> Brent Saunders | Date | <u>5/24/2018</u> |

EXECUTIVE SESSION

At 10:35 a.m. the President entertained a motion to enter into executive session 911 Director Sherry Daines & IT Director John Grubb to discuss personnel. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea. Returned to regular session at 10:45 a.m.; no action taken.

911

911 Director Sherry Daines met with the Commission to recommend the hire of Richard Eugene Valentine to fill a part-time dispatcher position effective June 1, 2018 with a 1 year probationary period. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea.

911 Director Sherry Daines met with the Commission to recommend acceptance of the resignation of part-time dispatcher Jonathon Elliott effective May 4, 2018. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea.

SHERIFF RESOLUTION**Resolution**

The board of County Commissioners of Gallia County, Ohio, met in regular session on the 24th day of May, 2018 and the following members were presents: David K. Smith, Brent Saunders and Harold G. Montgomery

The Clerk advised the Board of County Commissioners that the notice requirements of R.C. 121.22 and the implementing rules adopted by the board thereto were complied with for the meeting.

Mr. Brent Saunders moves the adoption of the following Resolution:

WHEREAS, Gallia County, Ohio maintains and operates a vehicle storage/impound lot for vehicles that come into its possession when law enforcement executes its official duties, or by other lawful means

RESOLVED BY THE Board of County Commissioners of Gallia County, Ohio, two-thirds of all members elected thereto concurring, proposed for the purpose of providing revenue for the continuing operation of the lot and for other allowable law enforcement and public purposes, adopts the following fee schedule related to vehicles stored in the impound lot:

The fee for the removal of a vehicle is \$902; or for a vehicle that has a manufacturer's gross vehicle weight rating of excess of 10,000 pounds that is a truck, bus, or a combination of commercial tractor and trailer or semitrailer, the maximum fee is \$150 and is meant to cover the cost incurred by the County to a private towing contractor;

The storage fee is \$12 per 24-hour period, except the first 24-hour period during which no fee may be assessed; or for a vehicle that has a manufacturer's gross vehicle weight rating in excess of 10,000 pounds

that is a truck, bus, or a combination of commercial tractor and trailer or semitrailer, the maximum storage fee is \$20 per 24-hour period, except the first 24-hour period during which no fee may be assessed;

There shall be an additional administrative fee of \$75 assessed for services performed in the intake, storage, required notifications and release of any stored vehicle.

FURTHER, this Board finds and determines that all formal actions of this board concerning and relating to the adoption of this resolution were taken in an open meeting of this board and of any committees that resulted in those formal actions were in meetings open to be public, in compliance with law, including R.C. 121.22.

Mr. Harold G. Montgomery seconded the motion and roll being called upon its adoption the vote resulted in as follows:

David K. Smith, yea

Brent Saunders, yea

Harold G. Montgomery, yea

Adopted this 24th day of May, 2018.

s/ David K. Smith, President

s/ Brent Saunders, Vice President

s/ Harold G. Montgomery, Commissioner

2018 EMS WEEK PROCLAMATION

The President entertained the motion to approve the following proclamation. Brent Saunders made and Harold G. Montgomery seconded the motion. Upon roll call votes were as follows: David Smith, yea; Brent Saunders, yea; Harold Montgomery, yea. Also in attendance were: EMS Director Larry Boyer, Asst. EMS Director Keith Wilson.

Proclamation

WHEREAS, emergency medical services is a vital public service to the people and communities of Gallia County; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care significantly improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the emergency care personnel, including skilled dispatchers, first responders, emergency medical technicians, paramedics, nurses, physicians, complete thousands of hours of specialized training and education to enhance their lifesaving skills; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24-hours-a-day, seven-days-a-week; and

WHEREAS, people in Gallia County benefit daily from the knowledge and skills of these individuals and their unselfish dedication to Gallia County residents and visitors;

NOW, THEREFORE, We Gallia County Commissioners in recognition of this event do hereby proclaim the week of May 20 - 26, 2018, as

EMERGENCY MEDICAL SERVICES WEEK

throughout Gallia County and we commend this observance to all Gallia County citizens.

s/ David K. Smith, President

s/ Brent Saunders, Vice President

s/ Harold G. Montgomery, Commissioner

PUBLIC HEARING – ROAD PETITION – PART OF AN ALLEY IN VILLAGE OF EVERGREEN

At 11:45 AM, the President opened the road hearing for the following road petition for Part of an Alley in Village of Evergreen as described:

The undersigned petitioners, freeholders of said county residing in the vicinity of the proposed improvement hereinafter described, respectfully represent that the public convenience and welfare require the VACATION of an PART OF AN ALLEY IN VILLAGE OF EVERGREEN, a Public Alley on the line hereinafter described, and make application to you to institute and order proper proceedings in the premises, for vacating part of such alley: the same not being a road on the State Highway System.

The following is a general route and termini of said alley: (AKA High Street)

Alley 1:

Situated in the village of Evergreen, Section 15, Springfield Township. Beginning at the Southeast corner of Lot 26 and west line of High Street, thence North 40 Degrees West 82.5 feet to the most northerly corner of Lot 26, thence North 50 Degrees East 33 feet to

the east line of High Street, then continuing along the east line of High Street South 40 Degrees East 82.5 feet, thence South 50 Degrees West 33 feet to the point of beginning 0.06 acres more or less.

As a result of this vacation, the following adjacent landowner shall be taxed as follows:

Christopher P. McClaskey – 0.06 acres in Alley 1

The Commissioners will view the road on **Thursday, May 17, 2018 at 1:30 P.M.** All persons interested are hereby notified to be and appear before the Board of Gallia County Commissioners at the Gallia County Courthouse for a final hearing on **Thursday, May 24, 2018 at 11:45 A.M.** to give testimony hearing upon the necessity of vacating said road and whether the prayer of the petitioners should be granted.

This notice shall be published in a newspaper of general circulation in Gallia County once a week for two consecutive weeks on May 2 & May 9, 2018 and will also be located on the Gallia County website www.gallianet.net from May 2 through May 24, 2018.

Note: All of the vacated above becomes the taxable property of the adjacent property owners at the time of the granted vacation.

A complete explanation of the petition was given and the following report was read from the County Engineer:

May 8, 2018

Re: Petitioned Alley in Springfield Township, Section 15

Commissioners,

I have reviewed the request of said Alley to be partially vacated in Springfield Township. Where utilities exist, utilities are guaranteed an easement. This change will not impact safety, health, or general welfare of the county. Therefore, based on the above, I recommend the road be vacated as petitioned:

The following is the general route and termini of said road vacation: (AKA High Street)

Alley 1:

Situated in the Village of Evergreen, Section 15, Springfield Township. Beginning at the Southeast corner of Lot 26 and the west line of High Street, thence North 40 degrees West 82.5 feet to the most northerly corner of lot 26, thence North 50 degrees East 33 feet to the east line of High Street, thence continuing along the east line of High Street South 40 degrees East 82.5 feet, thence South 50 degrees West 33 feet to the point of beginning containing 0.06 acres more or less.

As a result of this vacation, the following adjacent landowner shall be taxed as follows:

Christopher P. McClaskey – 0.06 acres in Alley 1

If you should have any questions regarding this issue, please do not hesitate to contact my office.

Respectfully,
/s/Brett A. Boothe, P.E., P.S.
Gallia County Engineer

Following a complete explanation of the petition and reading of the Engineer's report, the Commissioners heard no objections or concerns. The President entertained a motion to approve the vacation as recommended and submitted. Mr. Montgomery noted all property owners and township trustees were notified and none were in attendance for the road viewing. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea. The following were in attendance: No one from the public in attendance.

DEFENSE OF INDIGENT -- REVISED AGREEMENT

County Administrator Karen Sprague presented the Commission with a revised Defense of Indigent Agreement between the Gallia County Public Defender Commission and the Gallia County Defense Attorneys Corp. as requested by the Ohio State Public Defender Commission in order to meet ORC Code. President entertained a motion to approve the revised agreement as presented. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea.

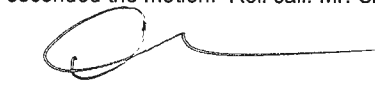
****Commissioners left the office at 11:50 a.m. to participate in EMS Week activities at the Gallia County EMS Office. No action taken.**

****Commissioners David K. Smith met at the Airport at 12:30 p.m. with Delta Airport Consultants Engineer Steve Potoczak to review specifics regarding the FY 2019 FAA project for a new FBO and the Airport Beacon. No action taken.**

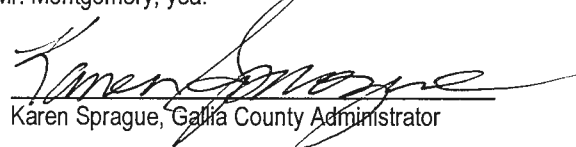
****Commissioners David K. Smith returned to the office at 1:30 p.m. to participate in a phone conference with the FAA regarding the 2019 FAA Program grant funding. No action taken.**

ADJOURN

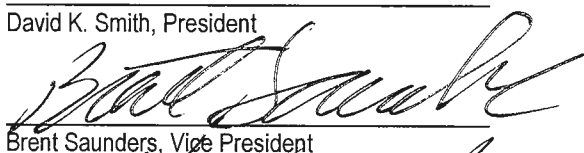
At 4:00 p.m. the President entertained a motion for adjournment. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea.



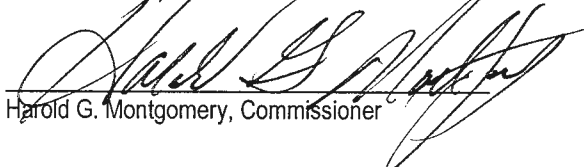
David K. Smith, President



Karen Sprague, Gallia County Administrator



Brent Saunders, Vice President



Harold G. Montgomery, Commissioner