

**JULY 25, 2019**

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

The President entertained a motion for approval of the July 18, 2019 minutes. Harold G. Montgomery made and Brent Saunders seconded motion. Roll call: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, absent for vote.

**2019 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
7/21	19	1	2	0	16	0	0	0	19	12	0	0	0	0

**EXECUTIVE SESSION – PERSONNEL**

Airport manager David Snyder requested executive session to discuss personnel. At 9:35 a.m. the President entertained a motion to enter into executive session with Mr. Snyder to discuss personnel. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Saunders, yes; Mr. Montgomery, yea; Mr. Smith, absent for vote. Returned to regular session at 9:59 a.m.; no action taken.

**DJFS/AIRPORT – HANGAR RENTAL**

Director Dana Glassburn, Jack Slone, Airport Manager Dave Snyder, Maintenance Supervisor Tom Halfhill discussed airport hangar use, repairs and rental. No Action taken.

**EXECUTIVE SESSION – DJFS – PERSONNEL**

At 10:20 a.m. the President entertained a motion to enter into executive session with JFS Director Dana Glassburn to discuss personnel. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Saunders, yes; Mr. Montgomery, yea; Mr. Smith, absent for vote. Returned to regular session at 10:32 a.m.; no action taken.

**DJFS – PERSONNEL RESIGNATION**

The President entertained a motion to accept the letter of resignation from Kristina M. Smith effective August 2, 2019, as recommended by JFS Director Dana Glassburn. Based upon said recommendation, Mr. Montgomery made the motion and Mr. Saunders seconded. Roll call: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, absent for vote.

**DJFS – SHERIFF – IV-D CONTRACT**

Director Dana Glassburn presented the following IV-D Contract:

Ohio Department of Job and Family Services

**IV-D CONTRACT**

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Gallia County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Gallia County Sheriff Office (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

**IV-D Contract Terms:**

- IV-D Contract Period:** The IV-D Contract is effective from 07/01/2019 through 06/30/2020, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
- Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: service of warrants and service of process.  
The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).
- Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative	Initials of Authorized Court Representative
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**4. IV-D Contract Costs:**

- Unit Rate:** The Unit Rate for this IV-D Contract is \$33.22 per Unit of Service as determined by:
    - The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
    - The procurement process for a IV-D Contract with a private entity.
  - Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$<100% of IV-D contract cost>
- 5. Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.

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- 5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal Share	\$ 6,775.97	Local Sources
FFP Reimbursement	\$13,153.36	
Total IV-D Contract Cost	\$19,929.33	

- 5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.
6. **Performance Standards:** *The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."*
7. **Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:00 am and 4:00 pm on the following days Monday-Friday with the exception of the following days: holidays.
8. **Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:
- **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
  - **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.
9. **Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.
- When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contactor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
- If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
10. **Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.
11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.
15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
17. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
18. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
19. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
20. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
21. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
22. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
23. **Termination:** This IV-D Contract may be terminated:
- 23A. By mutual agreement at any time after the date on which the two parties reach their decision.
- 23B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.

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- 23C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
- 23D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
- 23E. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
- 23F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

- The date on which the parties reached their decision, in accordance with paragraph 23A;
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

#### IV-D Contract Signatures:

Signature of CSEA's Representative <i>/ Dana L. Glassburn, DJFS Director</i>	Printed Name of CSEA's Representative Dana L. Glassburn
Date of Signature 7/25/2019	
Signature of Contractor's Representative <i>/ Matthew D. Champlin, Sheriff</i>	Printed Name of Contractor's Representative Matt Champlin
Date of Signature 7/17/2019	Printed Street Address of Contractor 18 Locust Street
Printed Title of Contractor's Representative Sheriff	Printed City, State, and Zip Code of Contractor Gallipolis, Ohio 45631
Signature of County Commissioner or Representative <i>/ Brent Saunders, President</i>	Date of Signature 7/25/2019
Signature of County Commissioner or Representative <i>/ Harold G. Montgomery, Vice President</i>	Date of Signature 7/25/2019
Signature of County Commissioner or Representative	Date of Signature
Signature of Prosecutor, if required by County Commissioners <i>/ Randy Depree, Assistant Prosecuting Attorney</i>	Date of Signature 6/27/2019

Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Saunders, yes; Mr. Montgomery, yea; Mr. Smith, absent for vote.

#### FIELD OF HOPE UPDATE

Field of Hope Board members, Executive Director Kevin Dennis and Director of Buildings & Grounds John Jones met with the commissioners to give an update on the progress at the Field of Hope campus. Mr. Dennis noted they now serve 50 inpatient and outpatient clients, their second office complex and gym will be ready soon and upon completion and staffing they will then total of 30 employees. The dedication is planned for August 26, 2019. The commissioners thanked the faith-based non-profit agency for their continued work in prevention and recovery programs with adults struggling with alcohol, drug and substance abuse.

#### ENGINEER – AGREEMENTS

County engineer Brett Boothe presented the commission with a memorandum of agreement between ODOT and the Gallia County Commissioners and also an agreement with the Gallia County Engineer and the AFSCME, AFL-CIO and AFSCME Local 3741. Mr. Montgomery noted they would need time to review the agreements. No action taken.

#### 911 2<sup>nd</sup> QTR AGENCY UPDATE

911/EMA Director Sherry Daines and 911/EMS Deputy Director Keith Wilson met with the Commission to give an update of the 911/EMA offices.

- Process started for 911 System upgrade. Scheduled to begin install week of September 3 and go live week of September 30 with training time in between.
- Four employees attended the APCO/NENA training conference in April. This helps with their required continuing education.
- EMA/LEPC – Completed the required annual Haz-Mat exercise in April. We received our report and Gallia County passed the objectives.

#### 911 NEW HIRE – PART-TIME EMPLOYEES

911/EMA Director Sherry Daines and 911/EMS Deputy Director Keith Wilson presented recommendations of the following individuals for part-time employment at the 911 Center due to recent staffing issues: Robert Hawkins, Christopher Davis and Bradley Harris. Upon approval of hire, these individuals will serve a one year probationary period. The President entertained a motion to approve based upon the Director's recommendation. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, absent for vote.

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LEPC NOMINATION

911/EMA Director Sherry Daines submitted the following:

July 23, 2019

To: Brent Saunders, President, and Gallia County Board of County Commissioners

**RE: Gallia Co. LEPC nominations to Ohio SERC**

As required by the by-laws of the Gallia County Local Emergency Planning Committee, members serve a two (2) year term. Nominations and election of officers are held in the odd numbered years. The results are then forwarded to you to for validation in order to be sent on to the Ohio SERC for final approval within the allotted time frame.

Per a motion within the Gallia County LEPC dated July 22 2019, please find attached the list of recommended LEPC nominations for your review.

Four signatures are required on the Commissioners Resolution as indicated. Only one signature is needed on the nominations sheets. I will then forward this information on to Ohio SERC is required.

If I can be of any further assistance, please feel free to contact me.

Sincerely,  
*Sherry Daines*

Resolution

**WHEREAS**, the County Commissioners established a Local Emergency Planning Committee and

**WHEREAS**, as a requirement of the State Emergency Response Commission, the Gallia County Local Emergency Planning Committee recommended members to be appointed pursuant to Resolution dated July 25, 2019, and

**WHEREAS**, the original list of members has been revised as follows/attached:

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Gallia County that we do hereby recommend that the State Emergency Response Commission appoint the members of the Gallia County Local Emergency Planning Committee as they appear on the revised list.

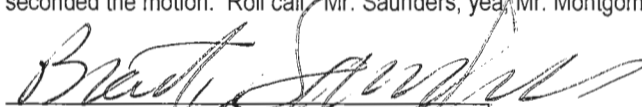
I hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Board of County Commissioners of Gallia County, Ohio, on July 25, 2019

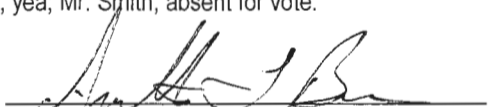
*Brent Saunders*, President  
*Harold G. Montgomery*, Vice President  
*Anette L. Brown*, Clerk of the Board Commissioners

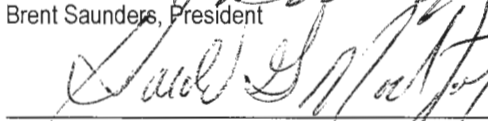
The President entertained a motion to approve the above resolution and appointments as recommended by the LEPC. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, absent for vote.

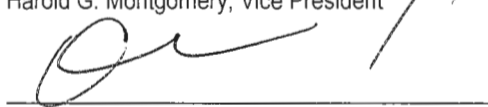
ADJOURN

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. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, absent for vote.

  
Brent Saunders, President

  
Anette L. Brown, Clerk

  
Harold G. Montgomery, Vice President

  
David K. Smith, Commissioner

CASO & HARRIS, INC. — RE-ORDER NO. 19928-18