

JULY 15, 2021

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 Harold G. Montgomery. Roll Call: President Harold G. Montgomery, present; Vice President M. Eugene Greene, present; Commissioner Q. Jay Stapleton, present.

The President entertained a motion for approval of the July 8, 2021 minutes. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

2021 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 |
|-------------|---------|---------|-----------|------------|---------------|-----|----------------------------------|----------------------|-----------|----------------------|----------------------|-----------------------|--|-----------------|
| 7/11 | 16 | 0 | 0 | 0 | 8 | 1 | 2 | 0 | 11 | 21 | 0 | 0 | 0 | 1 |

FINANCIAL REPORT REVIEW

County Administrator Melissa Clark provided the Commission with the following financial report:

- 14th Amended Certificate of Estimated Resources 2021- citing no change to the General Fund

ODOT COORDINATED TRANSPORTATION PLAN REIBURSEMENT

County Administrator Melissa Clark presented for signature the ODOT State GRF Operating Assistance reimbursement form in the amount of \$14,987.00. In 2020, Gallia County contracted with The Ohio University Voinovich School to develop an updated Gallia County Coordinated Transportation Plan. Funding for the development of the plan was provided by ODOT Specialized Transportation Program SFY 2021 Program Year Grant. President Montgomery entertained a motion to sign the reimbursement form as presented. M. Eugene Greene made and Q. Jay Stapleton seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

OPWC WORKSWISE ACCESS

County Administrator Melissa Clark reported to Commission that Ohio Public Works Commission (OPWC) web portal WorksWise is now the official project application and management tool for OPWC Funding. In order DLZ Ohio to continue to perform specific OPWC grant related tasks within the WorksWise web portal on behalf of Gallia County, written authorization is required. President Montgomery entertained a motion to grant permission to DLZ Ohio, Inc. to access the OPWC WorksWise system on behalf of Gallia County. M. Eugene Greene made and Q. Jay Stapleton seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

2021 2nd Gallia County Canine Shelter Report

For the 2nd Quarter of 2021, the Gallia County Canine Shelter served the following number of dogs:

- 131 dogs entered the shelter
- 6 dogs were adopted
- 16 dogs were reclaimed by owners
- 0 dogs were euthanized
- 1 dog were MIA (escaped the shelter or the dog truck during transport)
- 0 dogs died of natural or unknown causes
- 0 dog was destroyed in the field (None by County Dog Warden)
- 1 dog out to foster
- 0 dogs returned from foster (1 dog was in foster 1/1/2021)
- 11 dogs remained at the shelter at the end of the 2nd Quarter 2020

2021 2nd Quarter Gallia County Canine Shelter Euthanization Report

During the 2nd Quarter of 2021, there were 0 dogs euthanized, totaling 0 dogs euthanized so far for the year.

2021 2nd Quarter Gallia County Canine Shelter Safety & Vicious Dog Report

For the 2nd Quarter of 2021, Gallia County Sanitarian John McKean reported 11 dog bites. Of these 11 bite events, 10 dogs had owners and 0 dog was residing in the Gallia County Canine Shelter. Note: of the 11 dog bites there were two people bitten by the same dog which would make it 10 owned.

- From 4/1/2021 through 6/30/2021 there were 0 dogs euthanized both by local Veterinarians.
- During the 2nd Quarter of 2021, there were 3 animal heads sent for rabies testing:
 - All specimens submitted for rabies testing for the 2nd quarter tested negative (-)
 - During the May 22nd rabies clinic, the Health Dept vaccinated 28 dogs and 5 cats
- Livestock losses for 2nd Quarter 2021:
 - None
- Dogs destroyed in the field for 2nd Quarter 2021:
 - None

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DJFS – TITLE IV - AGREEMENT

Director Dana Glassburn presented the agreement between Gallia County Board of Commissioners through their agent Gallia County Department of Job and Family Services Children Services Division and the Gallia County Prosecuting Attorney for approval. The President entertained a motion to approve and sign the follow agreement. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

**AGREEMENT BETWEEN
GALLIA COUNTY BOARD OF COMMISSIONERS THROUGH ITS AGENT
GALLIA COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
AND
THE PROSECUTING ATTORNEY OF GALLIA COUNTY**

**I.
PURPOSE**

This Agreement is entered into by the Gallia County Board of County Commissioners through its agent, Gallia County Department of Job and Family Services Children Services Division (hereinafter "GCDJFS' PCSA") and the County Prosecuting Attorney(hereinafter "Prosecutor" OR "County Prosecutor"), for the purpose of defining the relationship and responsibilities between the parties for the Prosecuting Attorney activities which contribute to the proper and efficient administration of the Title IV-E of the Social Security Act (hereinafter "Title IV-E" or "IV-E"), 42 U.S.C.A. 670 et. seq. for the GCDJFS' Public Children Services Agency (PCSA).

**II.
RESPONSIBILITIES OF THE GCDJFS' PCSA**

Under this Agreement, the GCDJFS' PCSA will seek from the Federal government available federal financial participation (hereinafter "FFP"), on behalf of the Prosecutor, for the exercise of the Prosecutor's administrative functions specified in this Agreement, and as may be allowable under 45 CFS 1356 (C)(2). To the extent such claims are allowed by the Federal government and FFP is awarded for such, the GCDJFS' PCSA will distribute to the Prosecutor the FFP awarded and received by the GCDJFS' PCSA.

**III.
RESPONSIBILITIES OF THE COUNTY PROSECUTOR**

A. Role of the Prosecutor

Under this agreement, the GCDJFS' PCSA recognizes the Prosecutor as a unit of local government which performs activities which contribute to the proper and efficient administration of Title IV-E within the State of Ohio and within the County.

In this capacity, the County Prosecutor will exercise the authority granted it under Chapter 309 of the Revised Code to serve as legal counsel for the GCDJFS' PCSA in matters related to the adjudication and disposition of children within the jurisdiction of Chapter 2151 of the Revised Code, and to perform such other duties that may be required of it by the operation of Title IV-E.

B. Allowable Functions

Under this Agreement, the County Prosecutor may seek reimbursement for its costs related to legal counsel for the GCDJFS's PCSA, the county agency empowered, pursuant to Chapter 5153 of the Revised Code, to perform the child welfare function. Functions which may be claimed for reimbursement include representing the child welfare agency in all court proceedings, preparation, including necessary legal research, for representational role, the preparation, including necessary legal research, of the pleadings, briefs, and other legal documents for court proceedings involving the GCDJFS's PCSA, and attendance at organized and formal training activities the purpose of which is to improve the capacity of attendees to provide legal services to the GCDJFS's PCSA.

C. Non-allowable Functions

Under this Agreement, the County Prosecutor may not seek reimbursement for any of the following activities:

1. All matters related to the adjudication and disposition of juvenile traffic offenders;
2. All matters related to the criminal prosecution of any child or adult;
3. All matters related to the determination of paternity of any child pursuant to Section 3111.01 to 3111.19 of the Revised Code;
4. All matters related to the Uniform Reciprocal Enforcement of Support Act as codified in Chapter 3115. of the Revised Code;
5. Matters for which the County Prosecutor already receives reimbursement from ODJFS or any other Statc agency;
6. The salary and benefits cost of any elected official.

D. Description of Costs Which May be Claimed

Under this Agreement, the County Prosecutor may seek reimbursement for any of the following costs incurred in the performance of the activities stated in Paragraph (B), above:

1. Actual wages, fringe benefits, travel and per diem of staff engaged in performing such activities;
2. Fees, travel and per diem paid to outside counsel performing such activities;
3. Fees, travel and per diem paid to investigators, consultants, or expert witnesses;
4. Actual wages, fringe benefits, travel, per diem, tuition or registration fees for staff attending organized and formal training activities the purpose of which is to improve the capacity of attendees to provide competent protective services to the GCDJFS' PCSA;
5. Telephone, postage costs and duplication or printing separately metered or otherwise discretely identified as supporting such activities;
6. Equipment and consumable supplies for staff solely and exclusively assigned to performing such activities; and
7. Books, journals, newsletters, research services and aids.

The County Prosecutor shall be responsible for the identification and assignment of costs to the activities enumerated in this Article. Such costs shall represent actual costs paid by the County Prosecutor by funds appropriated to it or otherwise used to support the operation of the County Prosecutor. The County Prosecutor agrees to devise and implement accounting practices and procedures which allow for auditing of such costs, which conform to generally recognized accounting principles, and which treat both costs and activities consistently. The County Prosecutor further agrees to conform such accounting practices and procedures to the standards denoted in OMB 2 CFR, "Cost Principles for State, Local and Indian Tribal Government," and to specifically conform the documentation of time and cost for salary and wages to the requirements noted in Attachment B, Provision 11.h. The County Prosecutor further understands that all costs claimed will be subject to the requirements promulgated at 45 CFR 1356.60.

The County Prosecutor may not claim costs for reimbursement which have been paid with federal funds. Upon receipt of such reimbursement from the GCDJFS' PCSA, the County Prosecutor may not claim any unreimbursed portion of such costs for further reimbursement from the GCDJFS' PCSA or any other federal resource.

E. Use of Funds Received

The County Prosecutor agrees to use any FFP provided by this Agreement to improve services provided the GCDJFS' PCSA and to coordinate such service improvements with the GCDJFS' PCSA.

**IV.
COMPENSATION**

The GCDJFS' PCSA agrees to reimburse the County Prosecutor the applicable level FFP earned for the costs reported by the Prosecutor, to the extent FFP has been received from the Federal government, for such costs. All reimbursements shall SOLELY consist of available FFP payable at the applicable federal matching rate for allowable Title IV-E administrative costs. As this rate fluctuates, any reimbursement disbursed by the GCDJFS' PCSA to the County Prosecutor must be reconciled to adjust for finalization of FFP. Reconciliation will occur quarterly to adjust for payments made in the prior quarter. In the event that disbursement from the GCDJFS' PCSA to the County Prosecutor is, upon reconciliation with actual FFP received, determined to have been underpaid, the GCDJFS'

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PCSA shall be responsible for disbursing the difference to the County Prosecutor. In the event that disbursement from the GCDJFS' PCSA to the County Prosecutor is, upon reconciliation with actual FFP received, determined to have been overpaid, the County Prosecutor shall be responsible for repaying the overage to the GCDJFS' PCSA. Final reconciliation may result in the need to process an under/overpayment. The below payment calculation was based on 70% average for the purpose of estimating subgrant cost.

| | Amount | Source |
|-------------------------------|--------------|---------------|
| Non-Federal Share (estimated) | \$150,950.97 | Local Sources |
| FFP Reimbursement (estimated) | \$293,022.48 | |
| Total IV-E Contract Cost | \$443,973.45 | |

Payment of any FFP under this Agreement is further contingent upon any necessary Federal approval of the State's Title IV-E Program Plan and Title IV-E Cost Allocation Plan as they may be amended to seek FFP for costs associated with activities performed under this Agreement. The GCDJFS' PCSA will use its best efforts to secure such FFP as is allowable under this Agreement, but makes no warranty, express or implied, as to the ultimate success of those efforts.

If the Ohio General Assembly, the Federal government, or any other source at any time disapproves or ceases to continue funding the GCDJFS' PCSA for payments due hereunder, this agreement is terminated as of the date funding expires without prior notice of further obligation of the GCDJFS' PCSA.

**V.
EFFECTIVE DATE**

This Agreement will become effective July 1, 2021 through June 30, 2022 and will remain in effect until such time as the agreement is terminated, subject to the provisions contained in the agreement.

**VI.
COMPLIANCE WITH FEDERAL AND STATE LAWS, RULES AND REGULATIONS**

The parties agree to comply with all federal and state laws, rules, regulations, and auditing standards which are applicable to the performance of this Agreement.

**VII.
RECORDS RETENTION AND AUDIT EXCEPTIONS**

A. All records relating to the costs and supporting documentation for invoices submitted to the GCDJFS' PCSA by the County Prosecutor shall be retained and made available for audit by the State of Ohio (including, but not limited to ODJFS, the Auditor of State, Inspector General or duly authorized law enforcement officials) and an audit is initiated during this time period, the County Prosecutor shall retain such records until the audit is concluded and all issues resolved.

B. The GCDJFS' PCSA shall be responsible for receiving, replying to, and arranging compliance with any audit exception found by any state or federal audit of this Agreement as it pertains to state or federal funding of the Agreement. The GCDJFS' PCSA shall timely notify the County Prosecutor of any adverse findings which allegedly are the fault of the Prosecutor. Upon receipt of notification from the GCDJFS' PCSA, the Prosecutor shall cooperate fully with the GCDJFS' PCSA, and timely prepare and send to the GCDJFS' PCSA, its written response to the audit exception. Failure of the Prosecutor to timely respond to audit exceptions shall result in liability for any repayment necessitated by the audit exceptions.

The Prosecutor shall be liable for any audit exceptions that result solely from its acts or omissions in the performance of this Agreement. The GCDJFS' PCSA shall be liable for any audit exceptions that result solely from its acts or omissions in the performance of this Agreement. In the event that an audit exception results from acts or omissions of both GCDJFS' PCSA and the Prosecutor, then the financial liability for the audit exception shall be shared by the parties in proportion to their relevant fault.

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

**VIII.
ENTIRETY OF AGREEMENT**

All terms and conditions of this Agreement are embodied herein. No other terms and conditions will be considered a part of this Agreement unless expressly agreed upon in writing and signed by both parties.

/ Dana Glassburn, Gallia County DJFS Director Date 7/15/2021
/ Emily VerSelle, Assistant Prosecuting Attorney Date 7/12/2021
/ Harold G. Montgomery, President Gallia County Commissioners Date 7/15/2021
/ M. Eugene Greene, Vice President Gallia County Commissioners Date 7/15/2021
/ Q. Jay Stapleton, Gallia County Commissioner Date 7/15/2021

Reviewed by:
/ Randy Dupree, Assistant Prosecuting Attorney

EXECUTIVE SESSION – DJFS - PERSONNEL

At 10:02 a.m. the president entertained a motion to enter into executive session with JFS Director Dana Glassburn to consider the employment of a public employee. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea. Returned to regular session at 10:20 a.m.; no action taken.

BID AWARD – ENGINEER – 2021 GALLIA COUNTY RECONSTRUCTION PROJECT

Gallia County assistant engineer Kyle Mooney presented the following recommendation and contract:

July 15th, 2021
 Gallia County Commissioners
 18 Locust Street, Room 1292
 Gallipolis, OH 45631

Dear Commissioners,

I have reviewed the proposals for the "Gallia County Reconstruction Project" project.

The lowest bid was received from The Shelly Company. The bid is responsive, and within 10% of the engineer's estimate. The contractor meets all specifications and is qualified to perform the work.

Therefore, it is my recommendation that the above-named project be awarded to The Shelly Company.

Sincerely,

/ Brett A. Burke, P.E., P.S.
 Gallia County Engineer

CASTO & HARRIS, INC. — RE-ORDER NO. 21488-20

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The President entertained a motion to approve and sign as presented. M. Eugene Greene moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

CONTRACT

This agreement made this 15th Day of July, 2021 by and between Shelly Company herein after called the "Contractor", and Gallia County, herein after called the "Local Public Agency".

WITNESSETH: that the Contractor and the Local Public Agency, for the considerations stated herein, mutually agrees as follows:

Article I: *Statement of Work. The Contractor shall furnish all supervision, labor, tools, equipment, materials, hauling, and other items necessary to complete the 2021 Gallia County Road Improvements Project in accordance with the "Notice to Bidders," Bid Proposal" and "Specification."*

Article II: *The Contract Price. The Local Public Agency will pay the Contractor \$1,637,408.77 for the performance of the Contract based upon the unit prices stipulated in the "Bid Blank"*

In WITNESS WHEREOF, the parties have cause this Agreement to be executed this 15th day of July, 2021.

Contractor: The Shelly Company

By: g/ Trevor R. Small

Date: 7/15/2021

Gallia County Commissioners:

g/ M. Eugene Greene, Vice President

g/ Q. Jay Stapleton, Commissioner

Note: After the Contract was signed it was determined the Project Name was incorrect. A revised contract will be forthcoming.

***At 10:20 a.m. Commissioner Montgomery stepped out for an interview at the Gallia-Meigs Airport**

INVESTMENT ADVISORY COMMITTEE

Gallia County Treasurer, Steve McGhee, Chair of the Investment Committee, presented the 2nd quarter 2021 investment report for review. Members present were the Commissioners M. Eugene Greene and Q. Jay Stapleton, Clerk of Courts Noreen Saunders, and Steve McGhee, County Treasurer. The Investment Report is on file in the Treasurer's office and in the Commissioner's office for review.

KA SEWER

Brian Kerns met with the Commissioners about a delinquent KA Sewer account of an unlivable mobile home on his property. Also, in attendance Gallia County Sewer Billing Director Terri Walters. The Commissioners noted they would discuss it further and get back with him, also suggesting he look into the payment plan. No Action Taken.

911 AGENCY 2nd QTR. UPDATE

911/EMA Director Sherry Daines presented the Commission the 2nd qtr. Update as follows:

911-EMA Quarterly Update 07/15/2021

- Gallia County 911 has received documentation from the Ohio 911 Program Office advising that Gallia County 911 is in full compliance with the State of Ohio PSAP Operations Rules.
- We have 3 part-time employees currently in training. They are being evaluated regularly to determine eligibility to continue with the training program.
- A PST1 and EMD class will be scheduled in the fall for all new hires.
- Total Calls Logged for April, May and June 2021 – 7,172
- Planning for the 2022 Haz-Mat Exercise

EMPLOYEE – PART-TIME - 911

The Gallia County Commissioners were in receipt of the following Part-Time Hire Request submitted by 911/EMA/LEPC Director Sherry Daines:

July 14, 2021

Gallia County Commissioners

Harold Montgomery

M. Eugene Greene

Q. Jay Stapleton

Re: Part-Time Hire Request

Dear Sirs:

Due to recent staffing issues at the Gallia County 911 Center, it is necessary for me to make an addition to the part-time staff.

After conducting interviews and reviewing applicants for part-time, I would like to recommend the following individual for intermittent part-time employment at the 911 Center:

- *John Adam Blazer has past dispatch experience and is a certified EMT.*

Upon your approval, Mr. Blazer would serve a one-year probationary period with an initial training period of ninety (90) days or less to determine eligibility to continue with the training program and/or actual dispatch work. His hire date would be July 17, 2021.

Please let me know if you have any questions.

Sincerely,

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Sherry Daines
Sherry Daines, Director
Gallia County 911/EMA/LEPC

The Vice President entertained a motion to approve the part-time hire based on the recommendation of Director Daines. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, absent; Mr. Greene, yea; Mr. Stapleton, yea.

***1:00 pm – The Commissioners Harold G. Montgomery, M. Eugene Greene, Q. Jay Stapleton and County Administrator Melissa Clark met with Granger and DLZ for the Jail OAC meeting in the Granger field office conference room, 537 2nd Ave. Gallipolis, Ohio.**

OHIO AUDITOR OF STATE – ROUND TABLE

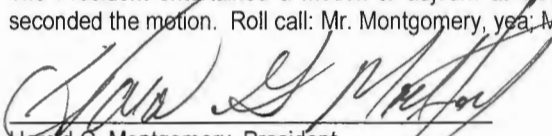
The Ohio Auditor of State, Keith Faber and Director of Regional Liaisons, James Coyne met with the Gallia County Commissioners in an open discussion round table. Also, in attendance: County Administrator Melissa Clark and Sheriff Matthew D. Champlin. No action taken.

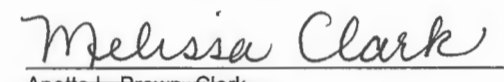
COUNTY CREDIT CARD


President entertain a motion to use the county credit card for a one-time purchase of a dryer for the animal shelter. Noting: no area vender would accept a Purchase Order or be willing to wait for a check after delivering. M. Eugene Greene moved and Q. Jay Stapleton seconded the motion to approve. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

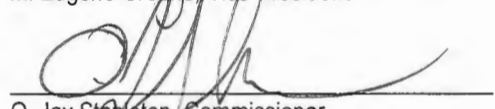
ADJOURN

The President entertained a motion to adjourn at 4:00 p.m. Q. Jay Stapleton moved and Harold G. Montgomery seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.


Harold G. Montgomery, President


~~Anette L. Brown, Clerk~~
County Administrator


M. Eugene Greene, Vice President


Q. Jay Stapleton, Commissioner

CASTO & HARRIS, INC. — RE-ORDER NO. 21488-20