

JUNE 16, 2022

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 June 9, 2022 minutes. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

2022 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
6/12	7	1	1	0	7	0	0	0	9	28	0	0	0	7

PUBLIC SAFETY - LE GRANDE BLVD

County Administrator Melissa Clark presented the estimated received by D & D Utility Supply LLC, the amount of \$13,094.50, for the repair of storm drainage system at Le Grande Blvd which has created a dangerous situation in the form of sinkhole in the Green Acres Subdivision. The President entertained a motion to accept the estimate by D&D Utility Supply LLC and move forward with immediate repairs due to public safety issue. M. Eugene Greene made and Q. Jay Stapleton seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

COMMISSIONERS EMPLOYEE HIRE – CLERK

County Administrator Melissa Clark presented the following recommendation for hire:

- Kevin Nicholas as Clerk to the Board of Commissioners, and Unclassified position, effective 6/14/2022. This position will have the following stipulations
 - Part-Time
 - Rate of pay will be \$19.00 per hour effective 6/14/2022, with an evaluation after 60 days

The President entertained a motion to hire Kevin Nicholas as recommended by Ms. Clark, effective 6/14/2022. M. Eugene Greene made and Q. Jay Stapleton seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

AIRPORT – RUNWAY LIGHTS

County Administrator Melissa Clark presented request from Airport Manager Kaleb Arms for the purchase of airport runway lights. The estimated cost is \$847.65. The President entertained a motion to approve expenditures for runway lights as request by Airport Manager Mr. Arms. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

2022 GALLIA COUNTY LAW LIBRARY LEGAL RESOURCES BOARD

Gallia County Law Librarian, Gloria Stevers request the Board of Gallia County Commissioners to appoint two (2) members to the 2022 Gallia County Law Library Resources Board. The President entertained a motion to appoint Gallipolis City Solicitor Brynn Saunders-Noe and Anette L. Brown to the Gallia County Law Library Legal Resources Board. M. Eugene Greene moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

RESOLUTION - 2022 CHIP GRANT PARTNERSHIP AGREEMENT

President Montgomery entertained a motion to approve and sign the 2022 CHIP Partnership Agreement with Vinton County as presented by Grants Administrator Karen Sprague. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion. Roll call votes: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

2022 CHIP GRANT PARTNERSHIP AGREEMENT

WHEREAS, the County of Vinton & County of Gallia, State of Ohio, are applying for a 2022 Community Housing Impact and Preservation Program (CHIP) grant for the entire Counties of Vinton and Gallia and;

WHEREAS, the County of Vinton & County of Gallia intend to rehabilitate or repair, through a loan/grant program, substandard homes in the Counties of Vinton and Gallia if awarded funding.

NOW THEREFORE, the County of Vinton, agrees to become the "Grantee" and the County of Gallia, hereinafter called the "Partner", agree to the following Partnership Agreement.

**Partnership Agreement for the
Community Housing Impact and Preservation Program
Between
Vinton County & Gallia County**

The Counties of Vinton and Gallia hereby enter the following partnership agreement for a 2022 grant application as well as implementation and administration of the Community Housing Impact and Preservation Program for years 2022-2024 if the grant application request is funded by the Ohio Department of Development, Office of Community Development (ODOD, OCD).

The Counties of Vinton and Gallia agree that Vinton County will be applicant/grantee for the 2022 CHIP application. The CEO of the Board of County Commissioners of grantee Vinton County and partner Gallia County will both execute the partnership agreement.

This agreement covers the 2022 CHIP program awarded with funds from the state's CDBG, HOME, and OHTF allocations and shall remain in effect until the 2022 CHIP Program funds are expended and the funded activities are complete and closed

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

JUNE 16, 2022

out. Applicant/grantee Vinton County and partner Gallia County agree that they cannot terminate or withdraw from the partnership agreement while it remains in effect for the period of time specified in the grant agreement with the ODOD, OCD. Upon execution of the agreement, the parties affirm that partner Gallia County becomes a part of grantee Vinton County's program, and that Vinton County will be solely responsible for administration, regulatory compliance, fiscal operations, and all grant agreement terms for the lifetime of the 2022 CHIP grant period.

Grantee Vinton County will maintain records and make them available for monitoring purposes as well as retaining all grant and project records for the required time period after the financial closeout.

The Counties of Vinton and Gallia agree that Program Policy Notice: OCD 15-02 does not apply as Grant Administration will be performed by Grantee Vinton County.

The Counties of Vinton and Gallia agree that Vinton County's Policy and Procedure Manual will be adopted and utilized for the purposes of the 2022 CHIP grant.

Program Income Management:

- A. The Vinton County Development Department will file the mortgages on properties for the 2022 CHIP grant:
 - 1. Vinton County Commissioners will be listed as the lender for mortgages filed in Vinton County.
 - 2. Gallia County Commissioners will be listed as the lender for mortgages filed in Gallia County.
- B. The Vinton County Development Department will provide administration over retaining program income from the 2022 CHIP grant mortgages that are filed in Vinton County as well as expending program income for future housing projects (post CHIP 2022 implementation). This will include completion of the semi-annual housing program income reports and the Housing Program Income Agreement with ODSA, OCD.
- C. Gallia County Grants Administrator Karen Sprague will provide administration over retaining program income from the 2022 CHIP grant mortgages that are filed in Gallia County as well as expending program income for future housing projects (post CHIP 2022 implementation). This will include completion of the semi-annual housing program income reports and the Housing Program Income Agreement with ODOD, OCD.

A Partnership Structure Narrative attached as Exhibit A to this partnership agreement documents: 1. planned grant activities and funds budgeted to be expended in each jurisdiction, with projected outcomes; 2. specifics of communications between partnering communities; and 3. checks and balances established to ensure successful completion of the grant.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 14th day of June, 2022.

WITNESSES: <i>s/ Cathi Montjoy</i>	COUNTY OF VINTON <i>s/ Tim Eboris, PRESIDENT</i> VINTON COUNTY COMMISSIONERS
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The foregoing Agreement is hereby approved as to legal form and content.
s/ William Archer for
JAMES PAYNE
COUNTY OF VINTON PROSECUTING ATTORNEY

IN WITNESS WHEREOF, the parties have hereunto set their hands this 16th day of June, 2022.

WITNESSES: <i>s/ Anette L. Brown</i>	COUNTY OF GALLIA <i>s/ Harold G. Montgomery, PRESIDENT</i> GALLIA COUNTY COMMISSIONERS
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The foregoing Agreement is hereby approved as to legal form and content.
s/ Jason Holbrook
COUNTY OF GALLIA PROSECUTING ATTORNEY

RESOLUTION - 2022 USDA HOUSING PRESERVATION GRANT PARTNERSHIP WITH VINTON COUNTY

Grants Administrator Karen Sprague presented the Commission with a copy of an approval letter from USDA granting Vinton County permission to add Gallia County to their service area for the 2021 Housing Preservation Grant. Ms. Sprague advised Vinton County has contacted her noting the deadline to apply for the 2022 USDA Housing Preservation Grant is July 11th and they would like permission from the Gallia County Commissioners to include Gallia County in that partnership once again.

President Montgomery entertained a motion to approve Gallia County being included with Vinton County in their 2022 USDA Housing Preservation Grant. M. Eugene Greene moved and Q. Jay Stapleton seconded the motion. Roll call votes: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

EXECUTIVE SESSION – DJFS – PERSONNEL

At 10:11 a.m. the President entertained a motion to enter into executive session with JFS Director Dana Glassburn to consider the employment of 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 10:23 a.m.; no action taken.

DJFS – SUBGRANT AGREEMENT

DJFS Director Dana Glassburn presented the commissioners the following Subgrant Agreement for approval. The President entertained the motion to sign the agreement as recommended. Q. Jay Stapleton made and M. Eugene Greene seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

**GALLIA COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
PURCHASE OF SERVICES SUBGRANT AGREEMENT
AMENDMENT NO. 1**

This amendment will amend the contract between the Gallia County Department of Job and Family Services "the grantor" and the Gallia County Council on Aging "subgrantee" and will be effective from the date of approval by the Gallia County Commission for the purchase of Adult Protective Service activities with Title XX funds CFDA number 93.667 (original award date 10/23/2017; FAIN# 1801OHSOSR) Social Service Block Grant.

- 1. Extension of Current Subgrant Agreement:

JUNE 16, 2022

This amendment will extend the current subgrant agreement dated July 1, 2021 - June 30, 2022; until July 31, 2022. An additional budget amount will be provided based on the average monthly original budget, unless a budget amendment is agreed upon by the executive director of both agencies.

<u>s/ Dana L. Glassburn, Director</u>	<u>Date 6/15/2022</u>
<u>s/ Shirley Dass, Executive Director</u>	<u>Date 6/15/2022</u>
Gallia County Commissioners:	
<u>s/ Harold G. Montgomery, President Gallia County Commissioners</u>	<u>Date 6/16/2022</u>
<u>s/ M. Eugene Greene, Vice President Gallia County Commissioners</u>	<u>Date 6/16/2022</u>
<u>s/ Q. Jay Stapleton, Gallia County Commissioner</u>	<u>Date 6/16/2022</u>
<u>s/ Emily VanSickle, Assistant Prosecuting Attorney</u>	<u>Date 6/15/2022</u>

DJFS – PROSECUTOR – TITLE IV-D CONTRACT

Director Dana Glassburn presented the following contract with Prosecutor's Office for approval:

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 Prosecutor's 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 07/01/2022 through 06/30/2023, 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: One hour of legal service for the prosecution of CSEA initiated IV-D cases for criminal and civil support services performed during that hour including, but not limited to case preparation, research, meetings regarding IV-D issues, IV-D related support enforcement training, and preparation of timesheets for billing purposes.

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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- IV-D Contract Costs:**
 - Unit Rate:** The Unit Rate for this IV-D Contract is \$87.82 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 \$439,104.51
- 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.
 - 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	\$149,295.53	Local Sources
FFP Reimbursement	\$289,808.98	
Total IV-D Contract Cost	\$439,104.51	

- The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

The Full IV-D Contract is on file and is available at the commissioner's office

Q. Jay Stapleton moved and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

DJFS/PROSECUTOR - TITLE IV-E - AGREEMENT

Director Dana Glassburn presented the following agreement for approval. President entertained the motion to sign the agreement as recommended. M. Eugene Greene made and Q. Jay Stapleton seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

CASTO & HARRIS, INC. -- RE-ORDER No. 21488-20

JUNE 16, 2022

**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 State agency;

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' PCSA shall be responsible for disbursing the difference to the County Prosecutor. In the event that disbursement from the

JUNE 16, 2022

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)	\$131,731.35	Local Sources
FFP Reimbursement (estimated)	\$307,373.16	
Total IV-E Contract Cost	\$439,104.51	

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, 2022 through June 30, 2023 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.

<u>s/ Dana Glassburn, Gallia County DJFS Director</u>	<u>Date 6/16/2022</u>
<u>s/ Amber Feltus, Assistant Prosecuting Attorney</u>	<u>Date 6/8/2022</u>
<u>s/ Harold G. Montgomery, President Gallia County Commissioners</u>	<u>Date 6/16/2022</u>
<u>s/ M. Eugene Greene, Vice President Gallia County Commissioners</u>	<u>Date 6/16/2022</u>
<u>s/ Q. Jay Stapleton, Gallia County Commissioner</u>	<u>Date 6/16/2022</u>
Reviewed by:	
<u>s/ Randy Dupree, Assistant Prosecuting Attorney</u>	<u>Date 6/8/2022</u>

DJFS – SUB-GRANT AGREEMENT

Director Dana Glassburn presented the following Sub-Grant agreement for approval and the President's signature. President entertained the motion to approve and sign the agreement as recommended. Q. Jay Stapleton made and M. Eugene Greene seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

Greater Ohio Workforce Board Program Year 2022/2023 Sub-Grant Agreement Extension

The Parties agree to extend the Sub-Grant Agreement (incorporating any previous amendments) entered on July 1, 2020, between the Greater Ohio Workforce Board, Inc. (Area 7) and Gallia County as follows:

Term: The current Agreement shall be extended for two (2) years to include PY22/23 unless otherwise amended. All other provisions and previous amendments of the original Sub-Grant Agreement shall remain in force and effect.

SIGNATURES

s/ Harold G. Montgomery, President
County Commissioner Signature

Debbie Lieberman, Commissioner
Montgomery County
Chief Local Elected Official

Bruce Schrader
Chair, GOWBI

JUNE 16, 2022

CDBG - 2022 CHIP APPLICATION – 2ND PUBLIC HEARING
AUTHORIZING LEGISLATION

10:30 am public hearing journal entry on prior journal page, Vol 55 Page 142, due to having to be signed 6/16/22 to submit copy with grant application due 6/22/22.

HOCKING VALLEY REGIONAL FIRE SCHOOL

Rio Grande Fire Department, David House notified the Commissioners they would be hosting the Hocking Valley Regional Fire School this year (September 11, 2022) covering Hybrid/Electric Vehicle Support, total ESA Protection. Hocking Valley Regional Fire School includes Gallia, Vinton, Jackson, Meigs and Athens counties. Mr. House noted the cost will be \$10,000.00. The President entertain a motion to commit \$2,000.00 towards the cost at this time and would revisit if needed for a second option. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

2023 VOCA GRANT

Gallia County Survivor Services Counselor Amy Sisson to request authorization for application for Gallia County Survivor Services Program for FY2023 Victims of Crime (VOCA) grant. Ms. Sisson described the services provided by the program which includes trauma counseling to victims and first responders and presented the 2023 GCS Budget totaling \$96,098.21. Ms. Sisson also indicated she would apply for grant match waiver as in the past. M. Eugene Greene moved to give Amy Sisson authorization to submit application, Q. Jay Stapleton seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

RESOLUTION – PURCHASE NEW SCANNER

Grants Administrator Karen Sprague presented the Commission 3 quotes obtained by Gallia County IT Department for a new desktop scanner for the Grants Administrator's office for use with the grant programs. It was noted the current scanner is an outdated scanner from the JFS office and has several issues, the worst of which is skipping pages when you scan more than one page and the scan quality has lines through it. The quotes obtained for a new Fujitsu fi-7160 – document scanner – desktop – USB 3.0 are as follows:

- CDWG \$1,073.23
- Connection.com \$1,188.50
- FujitsuScannerStore.com \$1,348.00

Ms. Sprague noted the IT Director recommended the lower quote from CDWG. Ms. Sprague further noted the amount will be paid in full from the FY 2021 CDBG grant admin dollars. President entertained a motion to approve the purchase from CDWG as presented. Q. Jay Stapleton made and M. Eugene Greene seconded the motion. Roll call votes: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

***1:30 pm – The Commissioners 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.**

EXECUTIVE SESSION – PERSONNEL

At 2:10 p.m. the President entertained a motion to enter into executive session with County Administrator Melissa Clark to consider the employment of public employee. At 2:45 p.m. Ms. Clark exited the session. At 2:52 p.m. Ms. Clark reentered the session 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 2:59 p.m.; no action taken.

COMMISSIONERS – EMPLOYEE

The President entertained a motion to give County Administrator Melissa Clark authority to interview and hire an Administrative Assistant. M. Eugene Greene moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

RELEASE OF REAL ESTATE MORTGAGE
GALLIA COUNTY CHIP PROGRAM (B-C-11-1AY-1)

Grants Administrator Karen Sprague advised the Commission that the following deferred mortgage from a previous round of Community Housing Improvement Program (CHIP) grant has met its full term and should be released in full. The Prosecuting Attorney prepared the Release of Real Estate Mortgage form. President Montgomery entertained a motion that Release of Real Estate Mortgage document for the following person be approved and signed as presented:

- Robert E. & Jody S. Brannen, Records Mortgage Records Volume 519, Page 925-927
- Q. Jay Stapleton made and M. Eugene Greene seconded the motion. Upon roll call votes were as follows: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

Release of real estate mortgage form was signed by Harold G. Montgomery, as President of the Commission, and is on file in the County's CHIP files.

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 real estate mortgage executed by **ROBERT E. & JODY S. BRANNEN** to the above-named County of Gallia, Office of Gallia County Commissioners, dated May 30, 2012 and recorded in Volume 519, Page 925-927 of the Mortgage Records of Gallia County, Ohio.

IN WITNESS WHEREOF, the above-named County of Gallia, Office of Gallia County Commissioners, has hereunto subscribed its name and seal this 16th day of June, 2022.

JUNE 16, 2022

WITNESSES:

s/ Anette Brown

COUNTY OF GALLIA, OFFICE
GALLIA COUNTY COMMISSIONERS
s/ Harold G. Montgomery
HAROLD G. MONTGOMERY, PRESIDENT

s/ Karen Sprague

STATE OF OHIO, GALLIA COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared Harold G. Montgomery, 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/ Kim Elliott
NOTARY PUBLIC

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

PARTIAL RELEASE OF REAL ESTATE MORTGAGE
GALLIA COUNTY CHIP PROGRAM (B-C-15-025-1)

Grants Administrator Karen Sprague 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 5 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 \$25,840.00. The balance of 15%, which amount equals \$4,560, must remain in effect until paid in full. The Prosecuting Attorney prepared the Partial Release of Real Estate Mortgage forms. Harold Montgomery entertained a motion that the Partial Release of Real Estate Mortgage for the following persons be approved and signed as presented:

- Phyllis L. Johnson

Q. Jay Stapleton made and M. Eugene Greene seconded the motion. Upon roll call votes were as follows: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

Release of real estate mortgage forms will be signed by Harold Montgomery, 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 PHYLLIS L. JOHNSON, to the above-named County of Gallia, Office of Gallia County Commissioners, dated May 18, 2017 and recorded in Volume 601, Page 562-564, of the Mortgage Records of Gallia County, Ohio. (This document releases 85% of said mortgage, which equals \$25,840.00. The balance of said mortgage will remain in effect until paid in full, balance remaining equals \$4,560.00)

IN WITNESS WHEREOF, the above-named County of Gallia, Office of Gallia County Commissioners, has hereunto subscribed its name and seal this 16th day of June, 2022.

WITNESSES:

s/ Anette Brown

COUNTY OF GALLIA, OFFICE
GALLIA COUNTY COMMISSIONERS
s/ Harold G. Montgomery
HAROLD G. MONTGOMERY, PRESIDENT

s/ Karen Sprague

STATE OF OHIO, GALLIA COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared Harold G. Montgomery, 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/ Kim Elliott
NOTARY PUBLIC


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


*3:15 pm – The Commissioners and County Administrator Melissa Clark attended the Gallia County Land Reutilization Corporation Board meeting also in attendance Treasurer Steve McGhee, Assistant Prosecutor Randy Dupree and Ms. Leslie Henry.

ADJOURN

Q. Jay Stapleton moved to adjourn at 4:00 p.m. and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.


Harold G. Montgomery, President


Kevin Nicholas, Clerk
minutes recorded by Anette Brown


M. Eugene Greene, Vice President


Q. Jay Stapleton, Commissioner

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