

JUNE 30, 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 23, 2022 minutes. M. Eugene Greene moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

| TRAVEL REQUESTS | | | | |
|-----------------|---|---------|------------|---|
| DEPARTMENT | NAME | DATE | TO | RE: |
| Commissioners | Harold Montgomery M. Eugene Greene Q. Jay Stapleton | 6/28/22 | Bexley, OH | HB 377 Bill Signing at Governor's Residence |

The President entertained a motion to approve travel requests as submitted. Q. Jay Stapleton moved and M. Eugene Greene seconded the. 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 |
| 6/26 | 6 | 3 | 0 | 0 | 6 | 0 | 0 | 0 | 9 | 25 | 0 | 0 | 0 | 7 |

JAIL PROJECT – PAYMENT RESOLUTION #14

County Administrator Melissa Clark presented the Commission with Payment Resolution #14 for the Gallia County Jail Project to Granger Construction Company in the amount of \$1,522,690.91. DLZ Principal Architect, Greg Galieti recommends approval of the above invoice and pay application. Harold Montgomery entertained a motion to approve and pay invoices from pay resolution #14. M. Eugene Greene moved and Q. Jay Stapleton seconded motion to approve payment resolution #14 as submitted. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

RESOLUTION – ARPA GALLIA COUNTY FAIRGROUND RELOCATION

M. Eugene Greene introduced the following resolution and moved for its passage:

A resolution directing a portion of the County's American Rescue Plan fiscal recovery funding to the provision of government services, to the extent of the County's reduction in revenue resulting from the COVID-19 public health emergency, by authorizing expenditures related to Fairgrounds Relocation Construction of Livestock Barn and Show Arena, with funds to be encumbered March 3, 2021, and ending December 31, 2024.

WHEREAS, Title IX, Subtitle M, Section 9901 of the American Rescue Plan Act, Pub. L. 117-2 [H.R. 1319], signed into law March 11, 2021 ("ARPA"), appropriated Coronavirus Local Fiscal Recovery Fund (the "Fund") payments from the U.S. Treasury Secretary to metropolitan cities, nonentitlement units of local government, and counties; and,

WHEREAS, pursuant to the ARPA's Fund methodology, Gallia County was allocated approximately \$5,800,000 (the "Fund Payment") to "mitigate the fiscal effects stemming from the public health emergency with respect to the Coronavirus Disease (COVID-19)"; and,

WHEREAS, in response to this economic crisis, the Department of the Treasury ("Treasury Department") is providing such relief to state and local governments to enable them to continue to support the public health response and lay the foundation for a strong and equitable economic recovery; and,

WHEREAS, the ARPA and its supporting guidance issued by the Treasury Department provide that the Fund Payment may only be used by the County to finance costs that (a) respond to the COVID-19 public health emergency or its negative economic impacts; (b) respond to workers performing essential work; (c) provide government services to the extent of reduction in revenue; and (d) make necessary investments in water, sewer, or broadband infrastructure (collectively, "Criteria"); and,

WHEREAS, so long as the County duly directs its Fund Payment to finance those costs in compliance with the Criteria, the County may use the Fund Payment to offset the County's various fiscal effects from COVID-19 during the period beginning March 3, 2021, and ending December 31, 2024 (the "Covered Period"); and,

WHEREAS, the County received some or all of the Fund Payment directly from the Treasury Department and such Fund Payment has been or will be deposited into special revenue fund, #384 titled American Recovery Plan Fund, created and maintained by the County to cover only expenditures consistent with ARPA, including the criteria and applicable regulations; and,

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WHEREAS, the Treasury Department has published an Interim Final Rule and a Final Rule with an effective date of April 1, 2022 (collectively, 31 C.F.R. 35.1 *et seq.*), its regularly updated Coronavirus State and Local Fiscal Recovery Funds' Frequently Asked Questions, and its Coronavirus State and Local Fiscal Recovery Funds: Overview of the Final Rule (collectively, "Guidance"), further explaining the Criteria and the proper use of the Fund Payment during the Covered Period; and,

WHEREAS, the Criteria and Guidance describe such eligible uses of the Fund Payment to include the provision of government services to the extent of the County's reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and,

WHEREAS, the Gallia County Board of Commissioners intends to take action and use the Fund Payment as described herein in a manner consistent with the Final Rule released by the Treasury Department on January 6, 2022, as authorized under said Department's Statement Regarding Compliance with the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule and Final Rule; and,

WHEREAS, on January 27, 2022 Gallia County Board of Commissioners deemed the entirety of the County's Fund Payment under the "standard allowance" with respect to revenue loss due to COVID-19 under the ARPA, the Criteria, and its supporting Guidance, and as specifically authorized under 31 C.F.R. 35.6(d)(1), to wit: "the reduction in the recipient's general revenue due to the public health emergency over the period of performance will be deemed to be ten million dollars"; and,

WHEREAS, this expenditure Fairgrounds Relocation Construction of Livestock Barn and Show Arena is aligned with the project code 6.1, Provision of Government Services.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF GALLIA COUNTY THAT:

Section 1. The Board of County Commissioners hereby (i) declares that it is a provision of government services for the Fairgrounds Relocation Construction of Livestock Barn and Show Arena, which consists of relocating the fairgrounds to a new and safer location outside the flood zone and the construction of a 45,000 sq. ft. multispecies barn and show area, including overhead doors and electric service to make the barn operational, (ii) approves the use of a portion of the Fund Payment as such. This Board's decision that such expenditures are appropriate by virtue of charging to the County's Fund Payment is based on the consideration that Ohio law expressly imposes obligations on boards of county commissioners to support agricultural societies' facilities and their operations (see R.C. Chapter 1711), with such support herein to the extent that the County determined a reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency, all in accordance with the method of calculation set forth in 31 C.F.R. 35.6(d)(1).

Section 2. The approval for use is as follows: Fairgrounds Relocation Construction of Livestock Barn and Show Arena in the amount of \$ 1,200,000.00

Section 3. The agreement authorized shall be fully executed, with funds to be encumbered during the period beginning March 3, 2021, and ending December 31, 2024.

Section 4. It is found and determined that all formal actions of the Board of County Commissioners concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of the Board that resulted in this formal action were in meetings open to the public in compliance with Ohio's Sunshine Laws, including R.C. 121.22.

Seconded by Harold Montgomery, and after discussion, a roll call vote was taken

Roll call:

Mr. Montgomery Yea _____ Nay

Mr. Greene Yea _____ Nay

Mr. Stapleton _____ Yea Nay

ADOPTED: this 30th day of June, 2022

/ Harold G. Montgomery, President
/ M. Eugene Greene, Vice President
/ Q. Jay Stapleton, Commissioner

/ Melissa Clark, County Administrator

RESOLUTION – COMMITMENT OF MATCHING FUNDS FOR 2022 USDA HOUSING PRESERVATION GRANT PARTNERSHIP WITH VINTON COUNTY

Grants Administrator Karen Sprague presented the Commission with a resolution for commitment of matching housing funds for the 2022 USDA Housing Preservation Grant in partnership with Vinton County, noting each county has to

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

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provide a \$40,000 match and the match can be from CHIP grant or Housing Program Income funds or both. President Montgomery entertained a motion to approve the following resolution:

The Gallia County Board of Commissioners does hereby commit \$40,000 in housing funds to the USDA Rural Development FY 2022 Housing Preservation Grant (HPG) to conduct home repairs on houses occupied by low and very low-income individuals in Gallia County in partnership with Vinton County Commissioners HPG grant.

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

GREEN SEWER PHASE 2 PAYMENT RESOLUTION # 12

GMCAA Grants Administrator Karen Sprague presented the Commission with Payment Resolution # 12 for the Green Sewer Phase 2 Project for the following items:

- Engineering Fees - \$28,912.73
- Legal Fees - \$10,965.00
- Total = \$39,877.73

Invoices to be paid as follows:

- DLZ invoice 63746 = \$28,912.73 to be paid directly to DLZ by OPWC from OPWC Disbursement Request #8
- Bricker & Eckler invoices 804569, 804570 & 805886 = \$10,965.00 to be paid to Bricker & Eckler by Gallia County from USDA draw #9 (includes ARC draw #2 because USDA is the basic agency for ARC funding)

Q. Jay Stapleton moved and M. Eugene Greene seconded a motion to approve payment resolution # 12 as submitted. Upon roll call votes were as follows: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

USDA - GREEN SEWER PHASE 2 DISBURSEMENT #9

GMCAA Grants Administrator Karen Sprague presented the Commission with USDA Disbursement #9 (includes ARC draw #2 because USDA is the basic agency for ARC funding) for the Green Sewer Phase 2 Project for the following items:

- Bricker & Eckler invoices 804569, 804570 & 805886 = \$10,965.00
- Total USDA Disbursement Request = \$10,965.00

Q. Jay Stapleton moved and M. Eugene Greene seconded a motion to approve and sign the USDA Disbursement #9 (includes ARC draw #2 because USDA is the basic agency for ARC funding) as submitted. Upon roll call votes were as follows: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

OPWC - GREEN SEWER PHASE 2 DISBURSEMENT REQUEST # 8

GMCAA Grants Administrator Karen Sprague presented the Commission with OPWC Disbursement Request #7 for the Green Sewer Phase 2 Project for the following items:

- DLZ invoice 63746 - \$28,912.73 (will be paid directly to DLZ from OPWC)
- Total OPWC Disbursement Request #8 = \$28,912.73

M. Eugene Greene moved and Q. Jay Stapleton seconded a motion to approve the OPWC Disbursement Request # 8 as submitted. Upon roll call votes were as follows: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

MEMO ENTRY – REVENUE/EXPENSE OPWC LOAN GREEN SEWER PHASE 2

GMCAA Grants Administrator Karen Sprague advised the Commission that OPWC will make direct payments to vendors for the Green Sewer Phase 2 Project OPWC loan funding. In order to reflect the receipt and expenditure of these loan funds within the county fund established as OPWC Loan - Green Sewer 2 the County Auditor must make the following memo entries:

- Memo payin in the amount of \$28,912.73 into 370.3000.400100 from OPWC Loan # CO17W
- Memo expense in the amount of \$28,912.73 from 370.0370.531100 to DLZ vendor # 8587 for invoice # 63746
- Credit Back \$28,912.73 from PO # 220057 in line item 370.00370.531100

RESOLUTION – TARA ESTATES SEWER REHAB PROJECT - NOTICE TO PROPERTY OWNERS

Grants Administrator Karen Sprague presented the Commission with notice to property owner letters to the 23 property owners within the Tara Estates Sewer Rehab Project for approval and signing. President entertained a motion to approve the following notice to property owner letters 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.

Date

<<Property Owner>>

<<Mailing Address>>

<<Commissioners>>, <<ST>> <<Zip>>

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RE: Tara Estates Sanitary Sewer Line Replacement
For the sanitary sewer service line at <<Service

Address>>

Dear <<Property Owner>>:

The Gallia County Commissioners have been committed to improving the quality of the sanitary conditions for its residents and consumers. We are pleased to announce the Commissioners have been awarded funding to replace the sewer and service lines within your area. Funding has been obtained to replace these lines and this funding allows the work to be done at no direct cost to the resident or homeowner. Your sanitary service line has been identified as one in need of replacement.

What does this mean for you?

Construction in your area is expected to begin in the summer of 2022 and wrap up during the Fall of 2022. Your sewer service line will be replaced from the main line to your home. Most homes can be completed without entry to your home. If entry is required, you will be given proper notice. As construction gets closer you will receive a notice and may be asked specific information about your sewer service line. Any disturbed areas on your property will be restored before final construction is complete.

The Commissioners have partnered with engineering firm DLZ Ohio, Inc. to coordinate the construction and administration of this project. You may contact Bobby Fuller, P.E. at 740/380-2828 or bfuller@dlz.com with any questions or to obtain additional details.

We are excited about this opportunity to upgrade your sanitary sewer service line. Again, this work is free and will help keep your sewer bill lower by not having to treat inflow and infiltration. More details will be available as construction nears.

With Regards,
Gallia County Board of Commissioners

EXECUTIVE SESSION – DJFS - PERSONNEL

At 10:13 a.m. the President entertained a motion to enter into executive session with JFS Director Dana Glassburn and Kathy Campbell to consider the employment of public employees. 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 10:46 a.m.; no action taken.

DJFS SHERIFF – TITLE IV-D CONTRACT

Director Dana Glassburn presented the following Title IV-D contract with Sheriff'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 Sheriff'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:

1. **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.
2. **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).

3. **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

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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

4. IV-D Contract Costs:

4A. Unit Rate: The Unit Rate for this IV-D Contract is \$38.44 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.

4B. Total IV-D Contract Cost: The Total IV-D Contract Cost is \$23,062.21

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.

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 | \$7,841.15 | Local Sources |
| FFP Reimbursement | \$15,221.06 | |
| Total IV-D Contract Cost | \$23,062.21 | |

5B. 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

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.

DJFS SHERIFF – TITLE IV-E CONTRACT

Director Dana Glassburn presented the following Title IV-E contract with Sheriff's Office for approval.

AGREEMENT BETWEEN GALLIA COUNTY BOARD OF COMMISSIONERS THROUGH ITS AGENT GALLIA COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE SHERIFF 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 Sheriff (hereinafter "Sheriff"), for the purpose of defining the relationship and responsibilities between the parties for the Sheriff's 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 Sheriff, for the exercise of the Sheriff'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 Sheriff the FFP awarded and received by the GCDJFS' PCSA.

III. RESPONSIBILITIES OF THE COUNTY SHERIFF

A. Role of the Sheriff

Under this agreement, the GCDJFS' PCSA recognizes the Sheriff 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.

B. Allowable Functions

- a.) Under this Agreement, the County Sheriff may seek reimbursement for its costs related to an Officer to accompany CPS out into the field when there is a potential worker safety concern. Monday-Friday. All

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other reasons an officer would need to go into the field would be law enforcement related and not part of this MOU.

- b.) Transport child(ren) as needed to place in a safe environment or other placement as determined by CPS.
- c.) Incident reports, not part of the CPS case file, such as police reports for alleged or potential criminal acts that may include criminal complaints resulting in misdemeanor or felony charges shall be done as part of the County Sheriff normal operating procedures and not as part of this MOU.
- d.) In that, only time spent testifying for normal CPS processes may be reimbursed through this MOU.
- e.) The officer will attend Child Protective Service (CPS) meetings as needed. Such meetings shall be scheduled through the CPS Supervisor and/or GCDJFS Director.
- f.) Any activity specifically requested by the CPS Supervisor(s) and/or GCDJFS Director, in writing and tied to a specific CPS case number, may be reimbursed.
- g.) All invoices submitted by County Sheriff shall reflect the CPS case number associated with the time being billed for reimbursement.

C. Non-allowable Functions

Under this Agreement, the County Sheriff 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 Sheriff already receives reimbursement from ODJFS or any other State agency;
- 7.) Time relating to the officer's testimony in court shall not be billed under this MOU when said testimony is in association with criminal complaints resulting in misdemeanor or felony charges

D. Description of Costs Which May be Claimed

Under this Agreement, the County Sheriff 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.
3. 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;

The County Sheriff 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 Sheriff by funds appropriated to it or otherwise used to support the operation of the County Sheriff. The County Sheriff 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 Sheriff 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 Sheriff further understands that all costs claimed will be subject to the requirements promulgated at 45 CFR 1356.60.

The County Sheriff may not claim costs for reimbursement which have been paid with federal funds. Upon receipt of such reimbursement from the GCDJFS' PCSA, the County Sheriff 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 Sheriff 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

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The GCDJFS' PCSA agrees to reimburse the County Sheriff the applicable level FFP earned for the costs reported by the Sheriff, 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 Sheriff 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 Sheriff 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 Sheriff. In the event that disbursement from the GCDJFS' PCSA to the County Sheriff is, upon reconciliation with actual FFP received, determined to have been overpaid, the County Sheriff 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) | \$6,918.66 | Local Sources |
| FFP Reimbursement (estimated) | \$16,143.55 | |
| Total IV-E Contract Cost | \$23,062.21 | |

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

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.

DJFS COMMON PLEAS – TITLE IV-D CONTRACT MAGISTRATE SERVICES

Director Dana Glassburn presented the following contract with Gallia County Common Pleas Court 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 County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Gallia County Common Pleas Court (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:

1. IV-D Contract Period: The IV-D Contract is effective from July 1st, 2022 through June 30th, 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.
2. 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: Each IV-D initiated hearing serviced by the Common Pleas, Domestic General Divisions Magistrate. The unit case rate includes direct and indirect cost associated with Common Pleas Court and probate Juvenile Division. Billable units shall be on IV-D certified cases which include all court orders, judgment entries filed on hearing time, prep work, and follow up to any related materials that result in court orders.

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).

3. 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.

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Initials of Authorized CSEA Representative

Initials of Authorized Court Representative

4. IV-D Contract Costs:

4A. Unit Rate: The Unit Rate for this IV-D Contract is \$959.41 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.

4B. Total IV-D Contract Cost: The Total IV-D Contract Cost is \$629,853.61

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.

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 \$214,150.23 | Local Sources |
| FFP Reimbursement \$415,703.38 | |
| Total IV-D Contract Cost \$629,853.61 | |

5B. 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.

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.

DJFS COMMON PLEAS – TITLE IV-D CONTRACT CRIMINAL NON-SUPPORT

Director Dana Glassburn presented the following contract with Gallia County Common Pleas Court 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 County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Gallia County Common Pleas Court Probation Department (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:

1. IV-D Contract Period: The IV-D Contract is effective from July 1st, 2022 through June 30th, 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.

2. 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: Criminal Non-Support services for the Common Pleas Court and General Division Magistrate. The unit case rate includes direct and indirect costs associated with the Common Pleas Court. Billable units shall be an hour of service in IV-D case which are criminal non-support orders that include hearing times, prep work, and any follow-up to any related materials that result in the collection on criminal non-support order.

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

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Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

3. 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

4. IV-D Contract Costs:

4A. Unit Rate: The Unit Rate for this IV-D Contract is \$35.61 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.

4B. Total IV-D Contract Cost: The Total IV-D Contract Cost is \$44,513.17

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.

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 \$15,135.38 | Local Sources |
| FFP Reimbursement | \$29,377.79 |
| Total IV-D Contract Cost | \$44,513.17 |

5B. 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.

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.

DJFS -FCFC SUGRANT AGREEMENT

Director Dana Glassburn presented the following subgrant agreement with Gallia County Family and Children's First Council (FCFC) contract for approval.

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 County Family and Children First Council at 53 Shawnee Lane, Gallipolis, Ohio 45631 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: Multi-System Youth; State allocation).

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 Community Action Agency.

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;

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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 CANS assessments as requested by Gallia county Job & Family Services and provide the results of the assessment. The CANS assessment and reevaluation will be provided by FCFC Intersystem Coordinator. (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.

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- 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 January 1, 2022 to June 30, 2022 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 nine hundred fifty dollar (\$950.00).
- 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. Program Administrator & Fiscal cost, 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, 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.

Grantor will make payment on all invoices submitted in accordance with the terms of this Subgrant Agreement. The final invoice, clearly marked "Final," must be submitted within 30 days of the expiration date of this Subgrant Agreement. The final invoice shall include certification to the effect that "Payment of this invoice constitutes complete satisfaction of all of Grantor's obligations under the reference Subgrant Agreement. Subgrantee releases and discharges Grantor from all further claims and obligations under this Subgrant Agreement upon payment of this final invoice."

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

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.

EXECUTIVE SESSION – EMS/ 911 - PERSONNEL

At 11:05 a.m. the President entertained a motion to enter into executive session with 911 Director Sherry Daines and EMS Director Keith A. Wilson to consider the employment of public employees. M. Eugene Greene moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea. Returned to regular session at 11:30 a.m.; no action taken.

RESOLUTION SEWER BILLING SOFTWARE CONTRACT

M. Eugene Greene introduced the following resolution and moved for its passage:

RESOLUTION AUTHORIZING CONTRACT FOR SEWER BILLING SOFTWARE WITH CIVICA NORTH AMERICA, INC.

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WHEREAS, the software currently used by the County for sewer billing will no longer be serviced after March 2023 and the County must replace procure replacement software for this purpose (the "Project"); and

WHEREAS, the provider of the County's current billing software, Civica North America, Inc., ("Civica")has replacement software which will integrate with our county's financial software; and

WHEREAS, the cost of the replacement software will not exceed \$50,000, the Project is not subject to competitive bidding under R.C. 307.86; and

WHEREAS, the County will utilize ARPA federal grant funding for this purchase and, because the purchase will not exceed \$50,000, is likewise not subject to competitive procurement under 2 CFR § 200.320(a)(1) under the County's self-certified \$50,000 micro-purchase threshold; and

WHEREAS, Civica has provided a proposal to provide the needed software in an amount not to exceed \$48,470.

NOW, THEREFORE, BE IT RESOLVED:

The Commissioners approve and authorize a contract with Civica to provide needed software in an amount not to exceed \$48,470.

Seconded by Q. Jay Stapleton, and after discussion, a roll call vote was taken

Roll call:

Mr. Montgomery Yea ___ Nay

Mr. Greene Yea ___ Nay

Mr. Stapleton Yea ___ Nay

The motion passed.

RESOLUTION ARPA PURCHASE ORDER AGREEMENT – CIVICA NORTH AMERICA

County Administrator Melissa Clark presented a purchase order agreement with Civica North America, Inc for approval and signature for the purchase of upgrade billing software system for the Gallia County Sewer Department in the amount of \$48,470.00. The President entertained a motion to approve and authorize use of American Rescue Plan fiscal recovery funds as a Provision of Government Services, and to approve and sign the purchase order agreement as presented. Motion made by M. Eugene Greene, seconded by Q. Jay Stapleton. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

PURCHASE OF PROPERTY – AGREEMENT

County Administrator Melissa Clark presented a Real Estate Purchase Agreement for real estate located at 652 Jackson Pike, Gallipolis. OH.

The President entertained motion to approve Real Estate Purchase Agreement made and entered into this 30th day of June , 2022, by and between the State of Ohio, acting by and through its Department of Administrative Services, 4200 Surface Road, Columbus, Ohio 43228-1395, acting on behalf of the Department of Developmental Disabilities, and the Board of County Commissioners of Gallia County, Ohio, an Ohio political subdivision, having an address of 18 Locust Street, Room 1292, Gallipolis, Ohio 45631.

The real estate located at 652 Jackson Pike, Gallipolis, Ohio 45631, Gallia County, being all of Gallia County Parcel No. 00800102602, which real estate is under the jurisdiction of Agency, containing approximately 4.2063 acres of land which has been improved with a vocational training building, greenhouse and retail storefront.

Section 6 of Amended Substitute House Bill 481 of the 133rd General Assembly (the "Authorizing Legislation") authorizes the sale of the Property to Purchaser. The State agrees to sell and transfer, with all appurtenances thereunto belonging, and Purchaser agrees to purchase and acquire all of State's rights, title and interest in and to the Property. The purchase price for the Property shall be One and 00/100 Dollar (\$1.00) and shall be paid at Closing, payable to the "Treasurer, State of Ohio." At Closing, State shall deliver to Purchaser an executed, transferrable and recordable Governor's Deed conveying title to the Property to Purchaser.

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

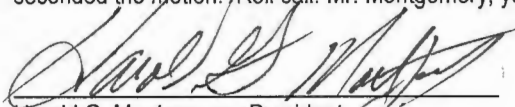
The full agreement is on file in the Gallia County Commissioners office.

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ADJOURN

At 4:00 p.m. the President entertained a motion for adjournment. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.



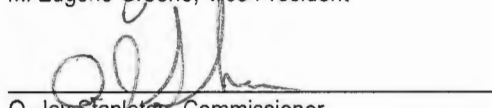
Harold G. Montgomery, President



Minutes recorded by Co Administrator Melissa Clark



M. Eugene Greene, Vice President



Q. Jay Stapleton, Commissioner