

JUNE 8, 2023

The Gallia County Board of Commissioners met on this date for the purpose of approving the minutes of the previous meeting and current transfers, appropriations and bills. At 9:00 a.m. the meeting was called to order by President David K. Smith. Roll Call: President David K. Smith, present; Vice President Q. Jay Stapleton, present; Commissioner Leslie Henry, present.

The President entertained a motion for approval of the June 1, 2023 minutes. motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

2023 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
6/4	0	1	0	0	3	0	0	0	0	24	0	0	0	10

EXECUTIVE SESSION – COMMISSIONERS –PROPERTY LEASING

9:24 a.m., the President entertained a motion to enter into executive session concerning a property lease agreement. Leslie Henry made and Q. Jay Stapleton seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea. Others in attendance were: Brian Rutherford, County Administrator and Tom White, Special Projects Manager. Returned to regular session at 9:51 a.m. No action taken.

EXECUTIVE SESSION – COMMISSIONERS – HIPAA

9:46 a.m., the President entertained a motion to enter into executive session with County Administrator Brian Rutherford concerning a medical situation of some residents of Gallia County and to protect the HIPAA of those residents. Leslie Henry made and Q. Jay Stapleton seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea. Also in attendance was Tom White, Special Projects Manager. Returned to regular session at 9:51 a.m. No action taken.

PHASE 2 PAYMENT RESOLUTION # 21

GMCAA Grants Administrator Karen Sprague presented the Commission with Payment Resolution # 21 for the Green Sewer Phase 2 Project for the following items:

- Construction-\$0.00
- Legal Fees =\$34,367.90
- Engineering: \$68,020.64
- Other: \$500.00
- Total = \$102,888.54

Invoices to be paid as follows:

- Bricker & Eckler invoice 817774 = \$9,600.00 to be paid to DLZ by Gallia County from USDA draw #18
- Bricker & Eckler invoice 819572 = \$15,771.65 to be paid to DLZ by Gallia County from USDA draw #18
- Bricker Graydon invoice 822970 = \$5,752.50 to be paid to DLZ by Gallia County from USDA draw #18
- Bricker Graydon invoice 824524 = \$3,243.75 to be paid to DLZ by Gallia County from USDA draw #18
- DLZ invoice 215747 = \$11,830.91 to be paid to DLZ by Gallia County from USDA draw #18
- DLZ invoice 216121 = \$56,189.73 to be paid to DLZ by Gallia County from USDA draw #18
- OEPA Gen NOI Appl Fee = \$500.00 to be paid to DLZ by Gallia County from USDA draw #18

Leslie Henry moved and Q. Jay Stapleton seconded a motion to approve payment resolution # 21 as submitted. Upon roll call votes were as follows: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

USDA - GREEN SEWER PHASE 2 DISBURSEMENT #18

GMCAA Grants Administrator Karen Sprague presented the Commission with USDA Disbursement #18 for the Green Sewer Phase 2 Project for the following items:

- Bricker & Eckler invoice 817774 = \$9,600.00 to be paid to DLZ by Gallia County from USDA draw #18
- Bricker & Eckler invoice 819572 = \$15,771.65 to be paid to DLZ by Gallia County from USDA draw #18
- Bricker Graydon invoice 822970 = \$5,752.50 to be paid to DLZ by Gallia County from USDA draw #18
- Bricker Graydon invoice 824524 = \$3,243.75 to be paid to DLZ by Gallia County from USDA draw #18
- DLZ invoice 215747 = \$11,830.91 to be paid to DLZ by Gallia County from USDA draw #18
- DLZ invoice 216121 = \$56,189.73 to be paid to DLZ by Gallia County from USDA draw #18
- OEPA Gen NOI Appl Fee = \$500.00 to be paid to DLZ by Gallia County from USDA draw #18
- Total USDA Disbursement Request = \$102,888.54

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Q. Jay Stapleton moved and Leslie Henry seconded a motion to approve and sign the USDA Disbursement #18 as submitted. Upon roll call votes were as follows: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry,

AUTHORIZING LEGISLATION - PY ' 2023 CDBG CRITICAL INFRASTRUCTURE APPLICATION

Grants Administrator Karen Sprague presented the PY 2023 CDBG Critical Infrastructure Grant Application to the Gallia County Commissioners for approval. CDBG Critical Infrastructure grant application requests \$394,500 for the Crown City Village Sanitary Sewer Improvement Project. Project and funding breakdown are as follows:

o Project cost breakdown: \$319,000 Sanitary Sewer Improvements + \$45,500 Engineering

o Administration; \$30,000 CDBG Critical Infrastructure grant

President Smith entertained a motion that the grant application be approved and signed by the Commission as presented. Q. Jay Stapleton made and Leslie Henry seconded the motion. Upon roll call votes were as follows: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

I, Amanda Phillips, Clerk of the Board of Gallia County Commissioners, do hereby certify that the above is a true and accurate copy of the proceedings dated 6/8/2023.

s/ David K. Smith, President

s/ Q. Jay Stapleton, Vice-President

s/ Amanda Phillips, Clerk of the Board

s/ Leslie Henry, Commissioner

AUTHORIZING LEGISLATION - PY ' 2023 CDBG COMMUNITY DEVELOPMENT GRANT APPLICATION

Grants Administrator Karen Sprague presented the PY 2023 CDBG Community Development Grant Application to the Gallia County Commissioners for approval. CDBG Community Development grant application requests \$162,000 for the Outreach Center Roof Replacement Project and the Gallia County Developmental Disabilities Handicap Parking Lot Paving Project. Project and funding breakdown are as follows:

- Gallia County Developmental Disabilities –Handicap Parking Lot Paving Project –CD Grant \$59,700; GCDD Match \$8,520; Total Project Cost \$68,220
- The Outreach Center – Roof Replacement Project – CD Grant \$77,500, Outreach Center Match \$8,500; Total project Cost \$86,000.00
- Fair Housing \$4,800
- Administration - \$20,000
- Total CDBG CD Allocation grant amount of \$162,000; Local Matching Funds of \$17,020 = \$179,020 total

President Smith entertained a motion that the grant application be approved and signed by the Commission as presented.

Leslie Henry made and Q. Jay Stapleton seconded the motion. Upon roll call votes were as follows: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

I, Amanda Phillips, Clerk of the Board of Gallia County Commissioners, do hereby certify that the above is a true and accurate copy of the proceedings dated 6/8/2023.

s/ David K. Smith, President

s/ Q. Jay Stapleton, Vice-President

s/ Amanda Phillips, Clerk of the Board

s/ Leslie Henry, Commissioner

CHANGE ORDER #3 – CDBG TARA ESTATES SEWER REHABILITATION PROJECT

Grants Administrator Karen Sprague presented the Commission with Change Order No. 3 paperwork for the CDBG Tara Estates Sewer Rehabilitation Project with Southern Ohio Trenching & Excavating, Inc. The change order is being requested as follows:

- Change Order 3: Quantity adjustments for as-built quantities, this is an overall reduction of (\$81,834.52). Once disturbed, it was discovered that the road base was of sub-par quality and not repairable by project specification without repairs causing uneven surface. Therefore, in order to return the surface to its previous traversing quality, a full-length scratch coat of ½" and overlay of 1-1/2" will be applied to the area of concern on Carmen Drive. This is an overall increase of \$73,593.75
- Total of change order 3 = (\$8,240.77)

Contract amount adjustments as follows:

- Original contract price = \$1,036,412.50
- Change order #1 = \$202,750.00
- Change order #2 = \$104,252.40
- Change order #3 = (\$8,240.77)
- New contract total = \$1,335,174.13
- New contract time: increase by 163 calendar days; Substantial completion 6/1/2023 & Final completion 7/1/2023

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DLZ Engineer Gary Silcott & Jake Walburn from SOTE are both in agreement with these change orders. President Smith entertained a motion to approve the change order form as requested. Mr. Stapleton made and Ms. Henry seconded that motion. Upon roll call votes were as follows: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea. Form was signed by David K. Smith, as President of the Commission.

DJFS – SUBGRANT AGREEMENT

Kathy Campbell, Business Administrator for DJFS presented the commissioners the following agreement:

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT
G-2425-11-6137
RECITALS**

This Subgrant Agreement is entered into between the Ohio Department of Job and Family Services, (hereinafter referred to as "ODJFS"), the Ohio Department of Medicaid (hereinafter referred to as "ODM"), and the Gallia County Board of County Commissioners (hereinafter referred to as "Board"), in accordance with Ohio Revised Code (ORC) Section 307.98, 5101.21, and 5160.30.

The intent of this Subgrant Agreement is to establish between ODJFS, ODM and the Board the relationship of two "pass-through entities" and a "subrecipient" as those terms are used in 2 CFR 200, promulgated by the United States Office of Management and Budget (OMB).

This Subgrant Agreement is applicable to all subawards by ODJFS and ODM to Gallia County for the operation of the Gallia county department of job and family services (CDJFS) that is a combined agency and performs all CDJFS duties set forth in ORC Section 329.04, and all public children services agency (PCSA) duties and all child support enforcement agency (CSEA) duties. It is not applicable to subawards funded or authorized by the Workforce Investment Act (WIA), the Workforce Innovation and Opportunity Act (WIOA), ORC Chapter 4141, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight. Subawards subject to this Subgrant Agreement include subawards of grant awards to the State of Ohio by the United States Department of Health and Human Services (DHHS) and the United States Department of Agriculture (USDA). Subawards subject to this Subgrant Agreement are not for research and development purposes.

This Subgrant Agreement will be in effect from July 1, 2023 through June 30, 2025, unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VII prior to the above termination date. The amount will be determined by the methodology required by OAC Section 5101:9-6. ODJFS will notify Subgrantee of revisions to subgrant amounts and terms through the issuance of supplementary notices as changes arise.

The Full Subgrant Agreement G-2233-11-6927 is on file and is available at the commissioner's office

The President entertained a motion to approve the agreement upon the recommendation of Ms. Campbell. Q. Jay Stapleton moved and Leslie Henry seconded the motion. Roll calls: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

DJFS TITLE IV-D – COMMON PLEAS COURT PROBATION CONTRACT

Kathy Campbell, Business Administrator for DJFS presented the following contract 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 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 7/01/2023 through 6/30/2024, 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 on 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 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.

Initials of Authorized CSEA Representative	Initials of Authorized Court Representative
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4. **IV-D Contract Costs:**
 - 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$38.39 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 \$47,981.65
5. **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.

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

	Amount	Source
Non-Federal Share	\$16,313.76	Local Sources
FFP Reimbursement	\$31,667.89	
Total IV-D Contract Cost	\$47,981.65	

5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

6. **Performance Standards:** *The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."*
7. **Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:00AM and 4:00PM on the following days Monday thru Friday with the exception of the following days: All holidays as stipulated in the Ohio Revised Code and any other days designated by Gallia County Board of Commissioners.
8. **Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:
 - **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
 - **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.
9. **Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.

When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contactor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

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

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provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.

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

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

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

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

IV-D Contract Signatures:

<i>of Dana Glasburn, JFS Director</i>	June 7, 2023
<i>of Margaret Eason, Common Pleas Judge</i>	April 10, 2023
<i>of David N. Smith, President</i>	June 8, 2023
<i>of R. Jay Stapleton, Vice President</i>	June 8, 2023
<i>of Leslie Henry, Commissioner</i>	June 8, 2023
<i>of Isaac Bell, Assistant Prosecuting Attorney</i>	June 7, 2023

Leslie Henry made and Q. Jay Stapleton seconded the motion to approve and sign the contract. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

DJFS SHERIFF – TITLE IV-D CONTRACT

Kathy Campbell, Business Administrator for DJFS 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 07/01/2023 through 06/30/2024, 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 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:**

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- 4A. Unit Rate: The Unit Rate for this IV-D Contract is \$38.21 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 \$22,928.86

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	\$7,795.81	Local Sources
FFP Reimbursement	\$15,133.05	
Total IV-D Contract Cost	\$22,928.86	

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 Leslie Henry seconded the motion. Roll calls: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

DJFS CLERK OF COURTS – TITLE IV-D CONTRACT

Kathy Campbell, Business Administrator for DJFS presented the following Title IV-D contract with Clerk of Courts 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 Clerk of Courts 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 07/01/2023 through 06/30/2024, 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 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 \$450.49 per Unit of Service as determined by:

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- 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 \$64,870.88

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	\$22,056.10	Local Sources
FFP Reimbursement	\$42,814.78	
Total IV-D Contract Cost	\$64,870.88	

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 Leslie Henry seconded the motion. Roll calls: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

TRI COUNTY VENDING – VENDING MACHINES FOR THE NEW JAIL

Mr. Joe Hubble, local owner of Tri County Vending met with the Commissioners along with Chris Gruber and Sheriff Champlin to introduce himself and express his interest in providing the new jail facility with vending machines. Mr. Hubble explained that he and his wife Cheryl have 34 years of experience in the vending machine business. Sheriff Champlin expressed his thanks for the introduction and his vision for where he would want the machines and how he would like to keep the facility attractive. The Commissioners all agreed they would leave this decision up to Mr. Champlin. No action on this discussion was taken.

AIRPORT – FLY IN

Kaleb Arms, Airport Manager met with the Commissioners to propose having a "Fly In" in conjunction with a Car Show for the general public at the Gallia Meigs Regional Airport. He stated that he felt this event would bring attention and interest to the airport and the new terminal. Mr. Arms has already discussed this with the prosecutor and also made sure it was covered with CORSA. The Commissioners all gave their support of the event. No action taken.

EPA – NOTICE OF DEFICIENCY

Tom White, Special Projects Manager submitted a letter with the estimated cost of \$1650.00 for addressing the Ohio EPA notice of deficiency and revision of explosive GAS Monitoring Plan for the closed Old Gallia County Landfill. President Smith entertained approving the amount of \$1650.00 as submitted by Mr. White. Q. Jay Stapleton moved and Leslie Henry seconded the motion. Roll calls: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

***1:30 pm – The Commissioners David K. Smith, Q. Jay Stapleton, Leslie Henry and County Administrator Brian Rutherford met with Granger and DLZ for the Jail OAC meeting in the Granger field office conference room, 537 2nd Ave. Gallipolis, Ohio.**

BIGELOW ROAD – DECISION

Based on a letter received from the Prosecutor's Office, stating that in 2019 the State of Ohio updated Section 5553.04 of the Ohio Revised Code to include the language "A board of county commissioners shall not adopt a resolution to vacate a public road that is a township road under division (A) of this section unless the applicable board of township trustees has adopted a resolution approving the vacation. Further, in explaining the update in the language, the Ohio Legislature published the following language: "The bill prohibits a board of county commissioners from adopting a resolution to vacate a public road that is a township road unless the applicable board of township trustees has adopted a resolution approving the vacation." Thus, no road may be vacated without the appropriate township trustees adopting a resolution approving the vacation.

After receiving this letter, the Commissioners handed this matter over to the Raccoon Township Trustees and the following Resolution was sent to the Commission on June 2nd, 2023:

Proposed Resolution To Vacate Bigelow Road

JUNE 2023

The Board of Trustees of Raccoon Township, Gallia County, Ohio met on the 1st day of June 2023 at the office of the Board of Trustees with the following members present:

Ronald K. White, President

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Matthew Roberts, Vice President

Clifford Carlos Caldwell, Trustee

A majority of the Residents of Raccoon Township have requested the vacation of Bigelow Road beginning at the junction of Kyer Road traveling east as shown on the legal description on the Vacation Petition.

The Vacation Petition has been presented to the Gallia County Engineer's Office and a letter from the Engineer has been received stating "this change will not impact the safety, health or general welfare of the county."

Mr. White moved to call a vote on whether to adopt the resolution to vacate Bigelow Road from Kyer road east as described.

A second to the motion was made by Mr. Roberts.

The vote to vacate the road was as follows:

- Mr. White Yes
- Mr. Roberts No
- Mr. Caldwell No

This vacation request rejected this 1st day of June, 2023

Attest: *s/Ruth A Millhone*, Fiscal Officer

***3:30 pm – The Commissioners attended the GJMV Solid Waste Meeting.**

RECESS

At 4:35 p.m. the President entertained a motion to recess today's meeting and reconvene on June 09, 2023, at 10:00 a.m. to continue unfinished business. Mr. Stapleton moved and Ms. Henry seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

JUNE 9, 2023

The Gallia County Board of Commissioners reconvened on this date for the purpose of completing unfinished business from the June 8, 2023 commissioner meeting. At 10:00 a.m. the meeting was called to order by President David K. Smith. Roll Call: President David K. Smith, present; Vice President Q. Jay Stapleton, present; Commissioner Leslie Henry, present.

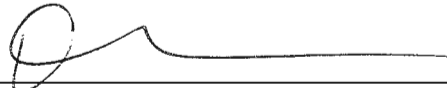
EXECUTIVE SESSION – COMMISSIONERS – PENDING OR IMMINENT COURT ACTION

10:12 a.m., the President entertained a motion to enter into executive session with Commissioners, County Administrator Brian Rutherford, attorney from Bricker & Graydon Doug Shevelow, Grant Administrator Karen Sprague, Special Projects Manager Tom White, Sheriff Matt Champlin and Clerk to the Board Amanda Phillips concerning pending or imminent court action. Mr. Stapleton moved and Ms. Henry seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Smith, yea. Returned to regular session 12 p.m. No action taken.

12:30 pm – The Commissioners attended the Pre-Bid Construction meeting for the airport terminal building.

ADJOURN

At 3:00 p.m. the President entertained a motion for adjournment. Q. Jay Stapleton moved and Leslie Henry seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.



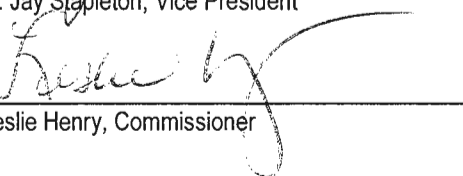
 David K. Smith, President

Amanda Phillips

 Amanda Phillips, Clerk to the Board



 Q. Jay Stapleton, Vice President



 Leslie Henry, Commissioner