

JUNE 22, 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 15, 2023 minutes. Leslie Henry made and Q. Jay Stapleton seconded the 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
6/18	4	0	0	0	6	0	0	1	0	26	0	0	0	10

JAIL PROJECT – PAYMENT RESOLUTION #26

Manager, Special Projects - Tom White presented the Commission with Payment Resolution #26 for the Gallia County Jail Project to Granger Construction Company in the amount of \$864,293.01. DLZ Principle Architect, Greg Galieti recommends approval of the above invoice and pay application. The President entertained a motion to approve and pay invoices from pay resolution #26. Q. Jay Stapleton moved and Leslie Henry seconded the motion to approve payment resolution #26 as submitted. Upon Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

GCDD WWTP IMPROVEMENTS PAYMENT APPLICATION # 1

Grants Administrator Karen Sprague presented the Commission with Payment Application # 1 for the GCDD WWTP Improvements Project for the following items:

- Construction - \$256,494.53
- Engineering - \$0
- Total = \$256,494.53

Invoices will be paid as follows:

- Mack Industries, Inc. Pay Application # 1 = \$256,494.53 to be paid as follows:
 - o \$256,494.53 from 2021 WWIP-GCDD WWTP Grant Fund #390

President Smith entertained a motion to approve & sign the contractors payment application # 1 as submitted. Q. Jay Stapleton moved and Leslie Henry seconded the motion. Upon roll call votes were as follows: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

CHANGE ORDER #1 – GCDD WWTP IMPROVEMENTS PROJECT

Grants Administrator Karen Sprague presented the Commission with Change Order No. 1 paperwork for the GCDD WWTP Improvements Project with Southern Ohio Trenching & Excavating, Inc. The change order is being requested as follows:

- o Replace service lines (from GMCAA & Hopewell buildings to WWTP) discovered to be necessary during construction = increase \$52,237.50
- o Repair driveway from construction activity = increase \$51,791.25
- o Total change order increase = \$104,028.75

Contract amount adjustments as follows:

- Original contract price = \$348,498.00
- Change order #1 = \$104,028.75
- New contract total = \$452,526.75

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· New contract time: increase 30 days; Final completion 7/31/2023

Ms. Sprague advised DLZ Engineer Gary Silcott & James Tuttle from Mack Industries, Inc. are both in agreement and have signed this change order, also further noting the County's 2021 WWIP Grant will cover the increase. David Smith entertained a motion to approve the change order form as requested. Q. Jay Stapleton made and Leslie 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

DJFS Director Dana Glassburn and Educational Service Center- OCSE Superintendent Doctor Denise Shockley presented the commissioners the following G-SY24 – 0002:

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 Educational Service Center, (hereinafter referred to as "SUBGRANTEE ESC") at P.O. Box 178 Rio Grande, Ohio 45674. 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: TANF, TANF CCMEP CFDA 93.558 (original award date 10/1/2023; FAIN# 2101OHTANF) and Benefit Bridge TANF CFDA 93.558 award date 7/1/22 (FAIN # 2201OHTANF), Temporary assistance to Needy Families Block Grant, as administered by the U.S. Department of Health and Human Services. At the time of signing the subgrant the FFY24 TANF CFDA Federal Awards had not been signed. CDJFS will place updated Federal Award sign date once received. This Subgrant is also made pursuant to the following state award: Benefit Bridge Non-TANF. This Subgrant is not for research and development purposes.

This Subgrant Agreement will be in effect from July 1, 2023 to June 30, 2024 unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VII prior to the above termination date.

This grant is in the total amount of hundred thousand dollars (\$100,000.00).

The full subgrant agreement is on file at the commissioner's office and DJFS.

The President entertained the motion to sign the subgrant agreement amendment as recommended. Leslie Henry made and Q. Jay Stapleton seconded the motion. Roll calls: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

DJFS – SUBGRANT AGREEMENT

DJFS Director Dana Glassburn and Educational Service Center- OCSE Superintendent Doctor Denise Shockley presented the commissioners the following G-SY24 – 0003:

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This Subgrant is made pursuant to the following federal award: CCMEP TANF CDJFS Lead, CFDA 93.558 (original award date 10/1/2022; FAIN# 2301OHTANF) Temporary assistance to Needy Families Block Grant, as administered by the U.S. Department of Health and Human Services, Federal Award signed on 10/1/2021 and the CCMEP WIOA Youth Program CFDA 17.259 (original award date 7/1/2022; AA385492255A39). At the time of signing the subgrant the FFY24 TANF CFDA Federal Award and the CCMEP WIOA YOUTH award had not been signed. CDJFS will place updated Federal Award sign date once received. This Subgrant is also made pursuant to the following state award: Benefit Bridge Non-TANF. This Subgrant is not for research and development purposes.

This Subgrant Agreement will be in effect from July 1, 2023 to June 30, 2024 unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VII prior to the above termination date.

This grant is in the total amount of hundred-twenty thousand dollars (\$120,000.00).

The full subgrant agreement is on file at the commissioner's office and DJFS.

The President entertained the motion to sign the subgrant agreement amendment as recommended. Q. Jay Stapleton made and Leslie Henry seconded the motion. Roll calls: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

SENIOR RESOURCE CENTER – UPDATE

Senior Resource Center Board members: David Carter, Cecile Carter and David Knotts met with the Commissioners to provide the latest updates concerning the center. Mr. Carter confirmed that the Executive Director of the Center resigned in May and an acting Director was appointed by the Board of the Council on Aging. That appointed position and the senior staff members have kept the agency up and running without any break in services. Mr. Carter stated that the Board is doing all due diligence to keep the Senior Resource Center open including:

- Working with Triple 7 Services and DJFS to continue providing programs.
- Board members are correlating the records so that an audit can be performed later this year.
- The position for the Executive Director has been posted on several sites.
- Operating Hours are Monday-Thursday
- In home services are provided 5 days a week.

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- The center is in the process of applying for grants.
- Monthly Dinners have been reinstated starting on July 17th at 5 pm.

DJFS – PROSECUTOR – TITLE IV-D CONTRACT

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

Ohio Department of Job and Family Services
IV-D CONTRACT

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

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

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

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

IV-D Contract Terms:

- 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: One hour of legal service for the prosecution of CSEA initiated IV-D cases for criminal and civil support services performed during that hour including, but not limited to case preparation, research, meetings regarding IV-D issues, IV-D related support enforcement training, and preparation of timesheets for billing purposes.

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

- 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 \$87.14 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 \$348,573.67
- 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	\$118,515.05	Local Sources
FFP Reimbursement	\$230,058.62	
Total IV-D Contract Cost	\$348,573.67	

- 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

Q. Jay Stapleton moved and Leslie Henry seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

DJFS – COMMON PLEAS COURT – TITLE IV-D CONTRACT

Director Dana Glassburn presented the following contract with Common Pleas Court 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 (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.

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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: One hour of legal service for the prosecution of CSEA initiated IV-D cases for criminal and civil support services performed during that hour including, but not limited to case preparation, research, meetings regarding IV-D issues, IV-D related support enforcement training, and preparation of timesheets for billing purposes.

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

- 6. **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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7. **IV-D Contract Costs:**

- 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$993.56 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 \$632,895.42

- 8. **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	\$215,184.44	Local Sources
FFP Reimbursement	\$417,710.98	
Total IV-D Contract Cost	\$632,895.42	

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

Q. Jay Stapleton moved and Leslie Henry seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

EXECUTIVE SESSION – DJFS – PERSONNEL

10:16 a.m., the President entertained a motion to enter into executive session with Dana Glassburn, DJFS Director to discuss the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee.

Q. Jay Stapleton made and Leslie Henry seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea. Returned to regular session at 10:20 a.m. No action taken.

DJFS – TITLE IV-E AGREEMENT

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

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

**I.
PURPOSE**

This Agreement is entered into by the Gallia County Board of County Commissioners through its agent, Gallia County Department of Job and Family Services Children Services Division (hereinafter “GCDJFS’ PCSA”) and the Gallia 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 SHERIFF**

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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 Sheriff may seek reimbursement for its costs related to an Officer to accompany PCSA out into the field when there is potential worker safety concern. Monday-Friday. All 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 PCSA.
- c.) Incident reports, not part of the PCSA 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 Sheriff normal operating procedures and not as part of this MOU.
- d.) In that, only time spent testifying for normal PCSA processes may be reimbursed through this MOU.
- e.) The officer will attend PCSA meetings as needed. Such meetings shall be scheduled through the PCSA Supervisor and/or GCDJFS Director.
- f.) Any activity specifically requested by the PCSA Supervisor(s) and/or GCDJFS Director, in writing and tied to a specific PCSA case number, may be reimbursed.
- g.) The officer will arrange for PCSA workers to have the ability to drug screen and/or speak with persons in jail if the person is working with PCSA investigation.
- h.) All invoices submitted by Sheriff shall reflect the PCSA case number associated with the time being billed for reimbursement.

C. Non-allowable Functions

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

- 1. All matters related to the adjudication and disposition of juvenile traffic offenders;
- 2. All matters related to the criminal prosecution of any child or adult;
- 3. All matters related to the determination of paternity of any child pursuant to Section 3111.01 to 3111.19 of the Revised Code;
- 4. All matters related to the Uniform Reciprocal Enforcement of Support Act as codified in Chapter 3115. of the Revised Code;
- 5. Matters for which the Sheriff already receives reimbursement from ODJFS or any other State agency;
- 6. 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 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
- 4. Telephone, postage costs and duplication or printing separately metered or otherwise discretely identified as supporting such activities;

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

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

The GCDJFS' PCSA agrees to reimburse the 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 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 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 Sheriff. In the event that disbursement from the GCDJFS' PCSA to the Sheriff is, upon reconciliation with actual FFP received, determined to have been overpaid, the 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 80% average for the purpose of estimating subgrant cost.

	Amount	Source
Non-Federal Share (estimated)	\$4,600.89	Local Sources
FFP Reimbursement (estimated)	\$18,403.55	
Total IV-E Contract Cost	\$23,004.44	

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

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

V. EFFECTIVE DATE

CASTO & HARRIS, INC. — RE-ORDER NO. 25403-23

JUNE 22, 2023

This Agreement will become effective July 1, 2023 through June 30, 2024 and will remain in effect until such time as the agreement is terminated, subject to the provisions contained in the agreement.

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

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

**VII.
RECORDS RETENTION AND AUDIT EXCEPTIONS**

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

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

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

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

**VIII.
ENTIRETY OF AGREEMENT**

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

<u>/ Dana Glassburn, Gallia County DJFS Director</u>	Date 6/22/2023
<u>/ M. D. Champlin, Gallia County Sheriff</u>	Date 6/22/2023
<u>/ David K. Smith, President Gallia County Commissioners</u>	Date 6/22/2023
<u>/ Q. Jay Stapleton, Vice President Gallia County Commissioners</u>	Date 6/22/2023
<u>/ Leslie Henry, Gallia County Commissioner</u>	Date 6/22/2023

Reviewed by:
/ Isaac Beller, Assistant Prosecuting Attorney

DJFS – EMPLOYMENT RELATED TRANSPORTATION CONTRACTS

Director Dana Glassburn presented the following Employment Related contracts for approval:

**GALLIA COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES
PURCHASE OF SERVICE VENDOR CONTRACT**

This contract is entered into between the Gallia County Department of Job and Family Services (GCDJFS) and On The Go (Contractor), for the purchase of Employment Related Transportation.

- I. **TERM**
This contract will be effective from 07/01/2023 through 06/30/2024 inclusive, unless otherwise terminated or extended by formal amendment for two additional one-year contracts without the release of another ITB.
Reimbursement: Two dollars and sixty cents \$2.60 per mile. Reimbursable miles will be authorized by GCDJFS to transport from the participants address to the employer address and back to the participants address with no exceptions being permitted without prior authorization.

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

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

**GALLIA COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES
PURCHASE OF SERVICE VENDOR CONTRACT**

This contract is entered into between the Gallia County Department of Job and Family Services (GCDJFS) and Daybreak (Contractor), for the purchase of Employment Related Transportation.

- I. **TERM**
This contract will be effective from 07/01/2023 through 06/30/2024 inclusive, unless otherwise terminated or extended by formal amendment for two additional one-year contracts without the release of another ITB.
Reimbursement: Two dollars and sixty cents \$2.60 per mile. Reimbursable miles will be from consumer's residence as authorized by GCDJFS, to transport from the participants address to the employer address and back to the participants address with no exceptions being permitted without prior authorization.

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

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

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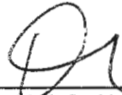
DJFS – NEW HIRE

Dana Glassburn, GCDJFS Director, recommended the following new hire with an effective hired date to be determined by the Director upon successful completion of preliminary employment screening processes and in accordance with ORC 5101:2-33-55 (B) (1). Compensation will be set as per the collective bargaining agreement. Ashley Alexander – Employment Services Case Manager, Classification #64215 Position Control #31200.5

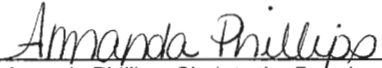
The President entertained hiring Ms. Alexander as recommended, Leslie Henry made and Q. Jay Stapleton seconded the motion. Upon roll call votes were as follows: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

ADJOURN

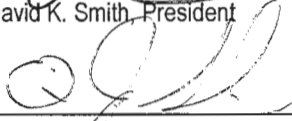
At 4:00 p.m. the President entertained a motion for adjournment. Leslie Henry made and Q. Jay Stapleton seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.



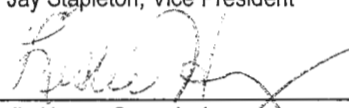
David K. Smith, President



Amanda Phillips, Clerk to the Board



Q. Jay Stapleton, Vice President



Leslie Henry, Commissioner