

MAY 23, 2024

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 Q. Jay Stapleton. Roll Call: President Q. Jay Stapleton, present; Vice President Leslie Henry, present; Commissioner David K. Smith, present.

The President entertained a motion for approval of the May 16, 2024 minutes. Leslie Henry made and David K. Smith seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
Auditor	Robert Jacks	6/5-6/7	Huron, Ohio	CAAO Summer Conference
Auditor	Robert Jacks	7/11/24	Dublin, Ohio	Exec/Leg. Conference Planning Meeting

The President entertained a motion to approve travel requests as submitted. David K. Smith made and Leslie Henry seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea.

2024 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
5/19	15	3	1	0	0	0	0	0	4	40	0	0	0	19

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

COMMISSIONERS – EXECUTIVE SESSION

At 9:22 a.m. the president entertained a motion to enter into executive session with County Administrator Brian Rutherford concerning the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee. David K. Smith moved and Leslie Henry seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea. Returned to regular session at 9:33 a.m.; No action taken.

COMMISSIONERS – EXECUTIVE SESSION

At 9:39 a.m. the president entertained a motion to enter into executive session with Special Projects Manager Tom White concerning contracts. David K. Smith moved and Leslie Henry seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea. Returned to regular session at 9:55 a.m.; No action taken.

INDEPENDENT FEE ESTIMATE REVIEW – AIRPORT

GMCAA Grants Administrator presented the Commission with the Independent Fee Estimate from CMT Engineering that is the FAA required review and analysis of Delta Airport Consultants Professional Services Agreements for Task Order 3 proposal for Reconstruct Rotating Airport Beacon Project, Task Order 4 for Building Demolition, Utility Construction and Site Preparation Project and Task Order 5 for Construct Terminal Building Project. These Professional Services Agreements include the Scope of Services, Rate Schedules, Fee Summary, Scope of Services with Estimated Hours, Labor Detail & RFP's and Subconsultant Proposals along with Project Plan Sheets. The project description includes Bidding Phase Services and Construction Administration Services.

It was noted the Independent Fee Estimate by CMT Engineering has been performed in accordance with FAA AIP Handbook Table 3-67, d. and FAA AC 150-5100-14E, Architectural, Engineering, and Planning Consultant Service for Airport Grant Projects, para. 2.13 arriving at an independent fee estimate for Schedules 1-3 (Task Orders 3, 4 & 5) of \$802,240 total and per Schedule as follows:

- Schedule 1, Task Order 3 = \$35,020
- Schedule 2, Task Order 4 = \$330,400
- Schedule 3, Task Order 5 = \$436,820

President Stapleton entertained a motion that the Commission determine the costs outlined in the Delta Airport Consultants Professional Services Agreement Task Orders 3, 4 & 5 for Schedules 1-3 in the total amount of \$757,000 appear reasonable when all of the data is compared with the IFE and the Commission grant approval to sign the IFE Cost Analysis letter to the FAA as presented by Ms. Sprague. It was noted the breakdown of Delta Task Orders per Schedule are below the IFE Analysis and are as follows:

- Schedule 1, Task Order 3 = \$32,000
- Schedule 2, Task Order 4 = \$313,500
- Schedule 3, Task Order 5 = \$411,500

David K. Smith made and Leslie Henry seconded the motion. Roll call votes: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea. IFE Cost Analysis letter to the FAA is on file in the County's Airport files.

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DJFS TITLE IV-D – COMMON PLEAS COURT PROBATION CONTRACT

Dana Glassburn, DJFS Director 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 7/01/2024 through 6/30/2025, 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 \$41.98 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 \$37,783.47

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	\$12,846.38	Local Sources
FFP Reimbursement	\$24,937.09	
Total IV-D Contract Cost	\$37,783.47	

- 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

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

DJFS TITLE IV-D – SHERIFF'S OFFICE CONTRACT

Dana Glassburn, DJFS Director 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 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 7/01/2024 through 6/30/2025, 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.

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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 \$43.08 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 \$25,846.59

- 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	\$8,787.84	Local Sources
FFP Reimbursement	\$17,058.75	
Total IV-D Contract Cost	\$25,846.59	

- 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

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

DJFS TITLE IV-D – COMMON PLEAS COURT CONTRACT

Dana Glassburn, DJFS Director 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 (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 7/01/2024 through 6/30/2025, 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).

- 9. **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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10. **IV-D Contract Costs:**

- 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$1,106.48 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 \$783,941.92

- 11. **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	\$266,540.25	Local Sources
FFP Reimbursement	\$517,401.67	

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Total IV-D Contract Cost	\$783,941.92
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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

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

DJFS TITLE IV-D – PROSECUTOR CONTRACT

Dana Glassburn, DJFS Director 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 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 7/01/2024 through 6/30/2025, 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).
- 12. **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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- 13. **IV-D Contract Costs:**
 - 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$89.57 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 \$358,289.42
- 14. **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	\$121,818.40	Local Sources
FFP Reimbursement	\$236,471.02	
Total IV-D Contract Cost	\$358,289.42	

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

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

DJFS CLERK OF COURTS – TITLE IV-D CONTRACT

Dana Glassburn, DJFS Director 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

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"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 \$469.88 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 \$61,084.65

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.

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	\$20,768.78	Local Sources
FFP Reimbursement	\$40,315.87	
Total IV-D Contract Cost	\$61,084.65	

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

DJFS – MEMORANDUM OF UNDERSTANDING

DJFS Director Dana Glassburn requested from the Commission permission to sign on behalf of the County the many MOU's that will be coming in. President Smith entertained a motion to allow Mr. Glassburn to sign those MOU's on behalf of the County as requested. David K. Smith made and Leslie Henry seconded the motion. Roll calls: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea.

DJFS – WEX GAS CARD ACCOUNT

DJFS Director Dana Glassburn requested from the Commissioners authority to set up a separate WEX account for his department that would allow him to review his staff's transactions. David K. Smith moved to allow Mr. Glassburn to set up the account as requested, Leslie Henry seconded the motion. Roll call: Mr. Stapleton, nay; Ms. Henry, yea; Mr. Smith, yea.

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Discussion from President Stapleton was that he would rather keep that in the Commissioners office. Mr. Glassburn did state that he would add County Administrator Brian Rutherford to the account for access.

911 – QUARTERLY UPDATE

911 Director met with the commissioners to provide her quarterly update. No action taken.

LEAVE DONATION APPLICATION

Commissioners received leave donation applications going to Richard Eugene Valentine (911) from Wayne Sweeney (911). Total hours 16.3 for the pay period dated 5/4/2024-5/18/2024.

President Stapleton entertained a motion to approve the leave donation application as requested. David K. Smith made and Leslie Henry seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea.

PROSECUTOR – EXECUTIVE SESSION

At 10:45 a.m. the president entertained a motion to enter into executive session with County Assistant Prosecutor David Evans to consider the purchase or sale of property for public purposes. David K. Smith moved and Leslie Henry seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea. Returned to regular session at 10:58 a.m.; No action taken.

**COMMISSIONERS – BID OPENING
MAPLEWOOD DRIVE**

At 11:00 a.m. President Stapleton opened the following bids to concrete Maplewood Drive for the following: Gallia County Senior Center and Gallia County Engineer's Office:

Company	Total Bid
Boggs Construction	\$124,475.00
Rod Clary Excavating	\$164,330.00

The bids were turned over to the County Administrator and Special Projects Manager Tom White for review and recommendation.

GALLIA COUNTY JAIL CONTRACT – PIKE COUNTY

Heather Casto, Administrator for the Sheriff's Department submitted the 2024 Gallia County Jail Contract with Pike County, Ohio for approval. The President entertained a motion to approve the agreement as presented. David K. Smith made and Leslie Henry seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea.

GALLIA COUNTY SHERIFF'S OFFICE MEMORANDUM OF AGREEMENT FOR JAIL SERVICES Upon the recommendations of the Sheriffs of Gallia County, Ohio and Pike County, Ohio, this Agreement is entered into this 1st day of August, 2024 between the Board of Gallia County Commissioners, (hereafter, the Board of Gallia County Commissioners and Sheriff are jointly referred to as "Gallia County") and the Board of Pike County Commissioners (hereafter, the Board of Pike County Commissioners and Sheriff are jointly referred to as "Pike County"), for Gallia County's acceptance and incarceration of Pike County prisoners at the Gallia County Jail. In consideration of pertinent provisions of the Ohio Revised Code as well as the mutual covenants, agreements and conditions set forth herein, the parties agree as follows:

- Definitions: For the purposes of this Agreement, the following words and terms shall have the indicated meanings: "Prisoner" means an inmate held at the Gallia County Jail pursuant to ORC 341.12 and/or on charges relating to an offense in Pike County's jurisdiction before sentencing regardless of the offense charges, or after sentencing when the inmate is convicted or sentenced. "Per day" means any calendar date during which Gallia County holds a prisoner or holds a bed for Pike County under this Agreement. This includes prisoners taken to court hearings, medical appointments or treatments, etc.
- Pike County agrees to send Gallia County and Gallia County agrees to accept from Pike County such prisoners as Pike County is unable to care for and to provide custody supervision, confinement and board for Pike County's prisoners. Pike County shall furnish all transportation for prisoners to and from the Gallia County Jail for any and all purposes. Gallia County shall receive Pike County prisoners who are lawfully committed into custody upon being furnished with a copy of the process of commitment/booking/medical paperwork, and Pike County shall provide all other proper documentation for said commitment.
- Gallia County shall maintain the Gallia County Jail in accordance with applicable minimum adult detention center standards of the State of Ohio as well as other pertinent laws, rules or regulations. Gallia County shall maintain, support and safely keep City of Jackson prisoners in the same manner and condition as its own prisoners.
- Pike County agrees to pay Gallia County the sum of eighty (\$80.00) dollars per day as full compensation for receiving, supervising, confining & boarding each prisoner. Provided, however, should the actual cost to Gallia exceed eighty dollars (\$80.00) per day by reason of having to confine such prisoner under the provisions of one of the collateral contractual agreements of Gallia County, then the Pike County agrees to pay Gallia County the actual cost incurred by Gallia County under its contractual arrangements.
- For the purpose of determining compensation to be paid, any calendar day or part thereof of confinement, shall constitute one day.
- Gallia County will invoice Pike County monthly for its use of beds. Pike County agrees to pay each invoice within thirty (30) days of the date of the invoice. Compensation for rendering of the services hereinbefore described during such calendar month shall be paid by Pike County on or before the 15th of each month.
- Pike County shall be responsible for transporting Pike County's all non-emergency medical and/or dental appointments. In the event a Pike County prisoner is hospitalized, Pike County shall be responsible for the security of such Pike County prisoner during their hospital stay.
- Pike County agrees they are

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responsible for the cost and expense of all medical, dental, vision, and prescriptions required by a Pike County prisoner. 9. Pike County authorizes Gallia County to determine whether and when a Pike County prisoner requires emergency medical and/or dental care. Gallia County will immediately notify the shift commander or other officer in charge designated by Pike County when Gallia County has authorized the removal of a Pike County prisoner for emergency medical and/or dental care. 10. Pike County agrees that upon notice that a Pike County prisoner has been removed for emergency medical, and/or dental care, Pike County shall immediately assume responsibility for guarding such Pike County prisoner until he or she is returned to the Gallia County Jail. Written notice shall be given under this paragraph as soon as practicable after a prisoner has been removed for emergency medical and/or dental care. 11. Pike County agrees they are responsible for any ambulance/life squad fees as well as Forty dollars (\$40.00) per hour fee payable to Gallia County for the personnel to provide the medical escort to and/or from the emergency room and/or until such time as Pike County has relieved Gallia County from the medical escort for all Pike County prisoners. (Minimum 2-hour charge) 12. Gallia County agrees that where hospital service is required for any such prisoner, such services shall be provided at Holzer Medical Center, unless the emergency of the situation prevents such use. 13. Gallia County agrees to obtain written approval from Pike County before obtaining any non-emergency medical, and/or dental device or appliance for a Pike County prisoner. Examples of such devices and appliances include but are not limited to eyeglasses, trusses and braces. Pike County agrees to pay for the cost of any approved device or appliance plus all care and services related to providing any approved item. 14. Pike County may elect to allow Pike County prisoners to use the inmate medical and/or dental services contracted by Gallia County for non-emergency care. Pike County shall notify Gallia County of such elections in writing. If Pike County so elects, Pike County agrees to pay the pertinent Medicaid rates established under HB 66 for all medical services provided and billed to Pike County prisoners. 15. Gallia County will provide invoices, as received by providers, to Pike County. Pike County agrees to pay these within thirty (30) days of receipt directly to the provider of services. 16. In the event of the death of a prisoner, Gallia County shall not be liable for any costs or expenses related to said death. Pike County shall pay for all expenses and costs related to said death. 17. Gallia County reserves the right, in its sole discretion, to reject, refuse, and/or have removed, any Pike County prisoner regardless of contracted bed availability. Pike County agrees to promptly (without delay) respond to Gallia County's request for the removal of any Pike County prisoner(s). 18. Gallia County shall not be responsible for returning a Pike County prisoner to Pike County upon the completion of said prisoner's sentence. Pike County shall pick up all prisoners who have completed their sentence and release them from their facilities. 19. Gallia County may maintain and support a Pike County prisoner whose confinement extends beyond the terms of this Agreement consistent with the terms set forth in this Agreement or any subsequent modification or agreement entered into between the parties. 20. Pike County shall reimburse Gallia County for any and all damage to the Gallia County Jail, its fixtures, appliances, equipment or other property owned by Gallia, caused by Pike County prisoners, intentionally or negligently. 21. Pike County shall have no obligation to reimburse Gallia for ordinary wear and tear to Gallia's real and personal property or for any personal injury to any of Gallia County's officials, agents, or employees caused by Pike County's prisoners. 22. Pike County prisoners confined in the Gallia County Jail shall be subject to the rules and regulations of the Gallia County Jail, which apply to all the prisoners therein. 23. No person under eighteen (18) years of age shall be received by the Gallia County Sheriff as a prisoner in the Gallia County Jail. 24. Nothing contained in this Agreement is intended to create or establish the relationship of a partnership, joint venture or other business organization between the parties hereto nor to create an agency, representative or employment relationship between the parties. Neither party nor their respective employees shall be considered an employee of the other party, nor shall they acquire or be entitled to any compensation, rights, benefits and/or participation of any kind whatsoever offered by the other party, including, without limitation, participation in Ohio Public Employees Retirement System, worker's compensation coverage and/or benefits, medical and hospital care, sick and vacation leave, unemployment compensation, disability and severance pay. 25. No Pike County prisoner, other person, or organization, other than the parties hereto shall have any interest hereunder, and nothing contained herein shall be construed so as to give any Pike County prisoner, other person or organization other than the parties hereto any legal or equitable right, remedy or claim under or in respect to this Agreement. 26. Gallia County and the Pike County shall maintain liability insurance coverage in a minimum amount of \$1,000,000. 27. Gallia County and Pike County shall provide each other with written proof of coverage. 28. If Pike County is not a CORSA insured county, Pike County shall, if possible, name Gallia County as an additional insured under Pike County's liability insurance. 29. Gallia County and Pike County are not responsible for the action(s) or inaction of the other including their respective employees, officers, or agents and shall not be liable in damages to the other for services rendered or failure to render services under this agreement including but not limited to inadequacy of equipment, or for the negligence, misfeasance or nonfeasance of their employees or for any other cause related to the rendering of services under this agreement. 30. The term of this Agreement shall be from the 1st day of August, 2024 and continue until July 31, 2027. 31. This Agreement may be modified, extended and/or terminated upon the mutual agreement of the parties. Any such extension, modification and/or termination shall not become effective until set forth in writing and executed by both parties. 32. Pike County agrees to remove and transport Pike County's prisoners from Gallia County within five (5) days of the termination date. 33. The law of the State of Ohio shall apply to the construction and interpretation of this Agreement and any dispute between the parties shall be determined in the Gallia County, Ohio Common Pleas Court.

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

IN WITNESS WHEREOF, the parties hereto have set their hands on the following dates with signatures.

This agreement shall be effective the 1st day of August, 2024.

Gallia County Board of Commissioners

Pike County Board of Commissioners

s/R Jay Stapleton, President

s/Jerry D. Miller

s/Leslie Henry, Vice President

s/Jeff Chaitin

s/David K. Smith, Commissioner

Sheriff of Gallia County

Sheriff of Pike County

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Matt Champlin, Sheriff,

*s/Tracy Evans***Approved as to form:**

Jason Holdren, Gallia County Prosecutor

BOARD OF ELECTIONS – VOTER MACHINE FUNDING

Eric Whitt and Jerrod Roberts from the Board of Elections met with the Commissioners to request additional funding for the service agreement they have with Clear Ballot Group. Clear Ballot Group services the election equipment and voting machines and that service agreement is up at the end of May. Mr. Whitt provided the following quotes:

- 1 Year covering 2024-2029 in the amount of \$26,380.00
- 5 Year covering 2024-2029 in the amount of \$131,900.00

Mr. Whitt stated that if going with 1 year, there will be a 5% increase each year. David K. Smith moved to approve additional funding for the five-year option in the amount of \$131,900.00. Leslie Henry seconded the motion. Roll call: Mr. Stapleton, nay; Ms. Henry, yea; Mr. Smith, yea.

Discussion from President Stapleton was that he would be more comfortable approving the one-year option.

BOARD OF ELECTIONS – PERSONNEL

Eric Whitt, Board of Elections presented the Commissioners with the need for additional funding for the General Election Cycle part time employees in the amount of \$20,000.00 and also for poll workers and rovers in the amount of \$14,000.00. Commissioner Smith requested from the County Administrator to provide the Board of Elections Budget for the last four years. No action taken.

IT – WEBPAGE DEMONSTRATION

John Grubb, Director of IT presented the Commissioners with an online presentation of a new website for the County by CivicPlus. No action taken.

***12:30 pm. Commissioner Smith left the meeting for an appointment.**

GREEN SEWER 2 CONSTRUCTION MEETING

At 1:30 p.m. the Commissioners, County Administrator Brian Rutherford, Grant Administrator Karen Sprague, and Clerk to the Board Amanda Phillips attended the Green Sewer 2 Construction monthly meeting in the Commissioners' office. Others in attendance were: DLZ Reps. Gary Silcott, Rob Snedden & Eli Walker and Tracy Shoults, Josh Fields and Bo Cox from Fields Excavating.

GREEN SEWER PHASE 2 PAYMENT RESOLUTION # 28

GMCAA Grants Administrator Karen Sprague presented the Commission with Payment Resolution # 28 for the Green Sewer Phase 2 Project for the following items:

- Construction - \$300,108.95
- Legal Fees = \$9,426.25
- Engineering: \$45,005.44
- Administration: \$1,082.42
- Bond/Loan payments: \$0
- Other: \$3,622.50
- Total = \$359,245.56

Invoices to be paid as follows:

• DLZ invoice 221794 = \$22,629.82 payment broken down as follows:

- \$11,886.27 paid from Green Sewer 2 OPWC Loan Fund #370
- \$10,743.55 paid from Gallia County from Settlement Fund #410

• DLZ invoice 222088 = \$22,375.62 paid from Gallia County from Settlement Fund #410

• Bricker Graydon invoice 2031587 = \$9,426.25 paid from Gallia County from Settlement Fund #410

• GMCAA-April 2024 Administration = \$1,082.42 paid from Gallia County from Settlement Fund #410

• High Road Truck Repair Invoice 230997 = \$3,622.50 payment broken down as follows:

- \$905.62 (25%) paid by Gallia County from USDA Grant Fund #372
- \$2,716.88 (75%) paid by Gallia County from Settlement Fund #410

• Field Excavating Pay Application #7 = \$300,108.95 payment broken down as follows:

- \$75,264.68 paid from Green Sewer 2 OPWC Loan Fund #370

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- \$75,027.24 (25%) paid by Gallia County from USDA Grant Fund #372
- \$149,817.03 (75%) paid by Gallia County from Settlement Fund #410

Leslie Henry moved and Q. Jay Stapleton seconded a motion to approve payment resolution # 28 as submitted. Upon roll call votes were as follows: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, absent.

USDA – GREEN SEWER PHASE 2 DISBURSEMENT #23

GMCAA Grants Administrator Karen Sprague presented the Commission with USDA Disbursement #23 for the Green Sewer Phase 2 Project for the following items:

- Field Excavating Pay Application #7 = \$75,027.24 partial payment (25%) by Gallia County from USDA Grant Fund #372
- High Road Truck Repair invoice 230997 = \$905.62 partial payment (25%) by Gallia County from Settlement Fund #410
- Total USDA Disbursement Request = \$ 75,932.86

Leslie Henry moved and Q. Jay Stapleton seconded a motion to approve and sign the USDA Disbursement #23 as submitted. Upon roll call votes were as follows: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, absent.

GREEN SEWER PHASE 2 SETTLEMENT FUND DISBURSEMENT #7

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

- Bricker Graydon invoice 2031587 = \$9,426.25 paid from Gallia County from Settlement Fund #410
- GMCAA-April 2024 Administration = \$1,082.42 paid from Gallia County from Settlement Fund #410
- High Road Truck Repair invoice 230997 = \$2,716.88 partial payment (75%) by Gallia County from Settlement Fund #410
- Field Excavating Pay Application #7 = \$149,817.03 partial payment (75%) by Gallia County from Settlement Fund #410
- DLZ invoice 221794 = \$10,743.55 partial payment from Gallia County from Settlement Fund #410
- DLZ invoice 222088 = \$22,375.62 paid from Gallia County from Settlement Fund #410
- Total Settlement Fund Disbursement Request = \$196,161.75

Leslie Henry moved and Q. Jay Stapleton seconded a motion to approve the Green Sewer 2 Settlement Fund Disbursement #7 as submitted. Upon roll call votes were as follows: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, absent.

OPWC – GREEN SEWER PHASE 2 DISBURSEMENT REQUEST # 13 R

GMCAA Grants Administrator Karen Sprague presented the Commission with OPWC Disbursement Request #13 R for the Green Sewer Phase 2 Project for the following items:

- DLZ invoice 221794 = \$11,886.27 to be paid directly to DLZ by OPWC
- Field Excavating Pay Application #7 = \$75,264.68 to be paid directly to Fields Excavating by OPWC
- Total OPWC Disbursement Request #13 R = \$87,150.95

Leslie Henry moved and Q. Jay Stapleton seconded a motion to approve the OPWC Disbursement Request # 13 R as submitted. Upon roll call votes were as follows: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, absent.

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 \$87,150.95 into 370.3000.400100 from OPWC Loan # CO17W
- Memo expense in the amount of \$11,886.27 from 370.0370.531100 to DLZ vendor # 8587 for invoice # 221794
- Memo Expense in the amount of \$75,264.68 from 370.0370.531100 to Fields Excavating vendor # 5135 for Pay Appl #7
- Credit Back \$87,150.95 from PO # 240078 in line item 370.00370.531100

CHANGE ORDER #1 – GREEN SEWER 2 PROJECT – FIELDS EXCAVATING CONTRACT

GMCAA Grants Administrator Karen Sprague presented the Commission with Change Order No. 1 paperwork for the Green Sewer 2 Project with Fields Excavating, Inc. The change order is being requested as follows:

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- Item 1 8" SDR 35 Sanitary Sewer Pipe = (\$192,400)
- Item 8 6" SDR 35 Sanitary Sewer Service = \$7,000
- Item 9 Standard Precast Manhole = (\$15,000)
- Item 37 Compacted Granular Backfill = \$266,854.25
- Item CO1A Repairs as needed = \$21,996
- Item CO1B Rip Rap = \$1,246.80
- Item CO1C Pump Station materials/repair = \$40,134.50
- Item CO1D 4" force main = \$95,680

Contract amount adjustments as follows:

- Original contract price = \$6,998,565.10
- Change order #1 = \$225,511.55
- New contract total = \$7,224,076.65
- No change in contract time: substantial completion 10/21/2025 & final payment 11/20/2025

DLZ Project Engineer Gary Silcott is in agreement with this change order. Mr. Stapleton entertained a motion to approve the change order form as requested. Leslie Henry made and Q. Jay Stapleton seconded that motion. Upon roll call votes were as follows: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, absent. Form was signed by Mr. Stapleton, as President of the Commission

*2:30 pm. Commissioner Smith returned to the meeting.

ECONOMIC DEVELOPMENT UPDATE

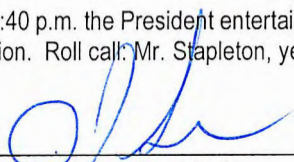
Cole Massie, Economic Development met with the Commissioners to provide various Economic Development updates. No action taken.

*3 pm the Commissioners attended the Monthly Landbank Meeting.

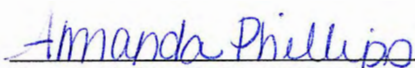
*3:30 pm Commissioner Smith left the meeting.

ADJOURN

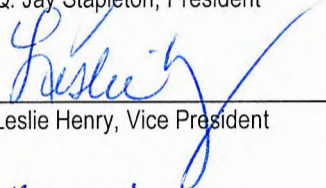
At 3:40 p.m. the President entertained a motion for adjournment. Leslie Henry made and Q. Jay Stapleton seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, absent.



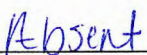
Q. Jay Stapleton, President



Amanda Phillips, Clerk to the Board



Leslie Henry, Vice President



David K. Smith, Commissioner