

JUNE 27, 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 June 20, 2024 minutes. David K. Smith moved 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
6/23	3	0	0	0	1	0	0	0	1	30	0	0	0	19

MIDDLETON ESTATES CLEAN UP

County Administrator Brian Rutherford expressed to the Commissioners the need for clean up at the Middleton Estates Property before auctioning it off. David K. Smith moved to spend up to \$3000.00 to clean up the property under the supervision of Mr. Rutherford and Special Projects Manager Tom White. Leslie Henry seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea

TREASURER – DELINQUENT TAX AND ASSESSMENT COLLECTION FUND REQUEST

Treasurer Steve McGhee submitted a request to the Commissioners to pass a resolution to designate the amount of five percent (5%) of all collections of delinquent real property, personal property, and manufactured and mobile home taxes and assessments to be deposited in the Treasurer’s delinquent tax and assessment collection fund for the purposes of making such amount available for appropriation for the use of the Gallia County Land Reutilization Corporation. President Stapleton entertained a motion to pass the resolution as requested. Leslie Henry moved and David K. Smith seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea

TAX EXEMPTION FORM

County Administrator Brian Rutherford presented the Commissioners with a 2024/2025 Tax Exemption Form for the Middleton Estates Property that needed signed by the President of the Commission. President Stapleton entertained a motion to allow him to sign the form as presented. David K. Smith moved and Leslie Henry seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea.

OU STUDENT – COMMUNITY SERVICE

County Administrator Brian Rutherford submitted a request to perform Community Service in Gallia County from Ohio University student Cassidy Shaffer. Mr. Rutherford stated that Cassidy is a junior at OU and is enrolled in Career Strategies in the Arts and Sciences. As part of Ms. Shaffer’s grade, she is required to participate in a service learning project to help with refining her professional skills and she has chosen the Gallia County K-9 shelter as her organization. President Stapleton entertained a motion to allow Cassidy Shaffer to perform Community Service with the shelter as requested. David K. Smith moved and Leslie Henry seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea.

OHIO UNIVERSITY – SERVICE AGREEMENT

County Administrator Brian Rutherford presented the Commissioners with a service agreement from Ohio University to be signed that would allow their student Cassidy Shaffer to participate in Community Service with the Gallia County K-9 shelter. President Stapleton entertained a motion for the Commission to sign the agreement as presented. Leslie Henry moved and David K. Smith seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea.

BMV – SECURITY

County Administrator Brian Rutherford presented the Commissioners with an estimate for the security system upgrades for compliance with the BMV Registrar’s office. The estimate is from Johnson Controls in the amount of \$9, 802.09. David K. Smith moved to approve the estimate, noting that the Clerk of Courts would be responsible for paying the bill. Leslie Henry seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea.

LIMBACH – HVAC UPDATE

Steve Haley, from Limbach met with the Commissioner to provide updates on the HVAC installation at the Courthouse. Mr. Haley stated the following:

- Air Conditioner and Chiller are complete.
- Building Automation System should be completed by 7/12/2024

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

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- Fan Coiling Units for the 2nd floor still have not shipped from Trane. They predict it will be the end of July or August for the units.
- Estimated completion date for the entire system is 9/30/2024

GREEN SEWER PHASE 2 PAYMENT RESOLUTION # 29

GMCAA Grants Administrator Karen Sprague presented the Commission with Payment Resolution # 29 for the Green Sewer Phase 2 Project for the following items:

- Construction - \$368,426.61
- Legal Fees = \$4,175.00
- Engineering: \$25,720.90
- Administration: \$1,179.07
- Bond/Loan payments: \$0
- Other: \$0
- Total = \$399,501.58

Invoices to be paid as follows:

- DLZ invoice 222424 = \$25,720.90 payment broken down as follows:
 - \$6,430.23 (25%) paid by Gallia County from USDA Grant Fund #372
 - \$19,290.67 (75%) paid by Gallia County from Settlement Fund #410
- Bricker Graydon invoice 2034835 = \$4,175.00 paid from Gallia County from Settlement Fund #410
- GMCAA-May 2024 Administration = \$579.87 paid from Gallia County from Settlement Fund #410
- GMCAA-June 2024 Administration = \$599.20 paid from Gallia County from Settlement Fund #410
- Field Excavating Pay Application #8 = \$368,426.61 payment broken down as follows:
 - \$92,106.65 (25%) paid by Gallia County from USDA Grant Fund #372
 - \$276,319.96 (75%) paid by Gallia County from Settlement Fund #410

Leslie Henry moved and David K. Smith seconded a motion to approve payment resolution # 29 as submitted. Upon roll call votes were as follows: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea.

USDA - GREEN SEWER PHASE 2 DISBURSEMENT #24

GMCAA Grants Administrator Karen Sprague presented the Commission with USDA Disbursement #24 for the Green Sewer Phase 2 Project for the following items:

- Field Excavating Pay Application #8 = \$92,106.65 partial payment (25%) by Gallia County from USDA Grant Fund #372
- DLZ invoice 222424 = \$6,430.23 partial payment (25%) by Gallia County from Settlement Fund #410
- Total USDA Disbursement Request = \$98,536.88

David K. Smith moved and Leslie Henry seconded a motion to approve and sign the USDA Disbursement #24 as submitted. Upon roll call votes were as follows: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea.

GREEN SEWER PHASE 2 SETTLEMENT FUND DISBURSEMENT #8

GMCAA Grants Administrator Karen Sprague presented the Commission with Settlement Fund Disbursement #8 for the Green Sewer Phase 2 Project for the following items:

- Bricker Graydon invoice 2034835 = \$4,175.00 paid from Gallia County from Settlement Fund #410
- GMCAA-May 2024 Administration = \$579.87 paid from Gallia County from Settlement Fund #410
- GMCAA-June 2024 Administration = \$599.20 paid from Gallia County from Settlement Fund #410
- Field Excavating Pay Application #8 = \$276,319.96 partial payment (75%) by Gallia County from Settlement Fund #410
- DLZ invoice 222424 = \$19,290.67 partial payment (75%) by Gallia County from Settlement Fund #410
- Total Settlement Fund Disbursement Request = \$300,964.70

Leslie Henry moved and David K. Smith seconded a motion to approve the Green Sewer 2 Settlement Fund Disbursement #8 as submitted. Upon roll call votes were as follows: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea.

RESOLUTION – FAA ENTITLEMENT TRANSFER AGREEMENT FORM

Grants Administrator Karen Sprague presented the Commission with a completed FAA Entitlement Transfer Agreement form as requested by the counties FAA Program Manager. Ms. Sprague advised Gallia County has \$23,460 of 2021 NPE remaining and expiring after award of the 2024 FAA NPE grant for the Airport Rotating Beacon Replacement Project. Gallia County's 2022, 2023 & 2024 NPE allocations have been carried over for future projects. The transfer form will allow the FAA to keep the expiring funds within the State of Ohio aviation system. President

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entertained a motion to approve the FAA Transfer Agreement Form as presented David K. Smith made and Leslie Henry seconded that motion. Upon roll call votes were as follows: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea.

FY ' 2024 ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE

Grants Administrator Karen Sprague presented the FY 2024 Analysis of Impediments to Fair Housing Choice to the Gallia County Commissioners for approval noting the full document is due to ODOD on or before 7/1/2024. Mr. Stapleton entertained a motion that the Analysis be approved and signed by the Commission as presented. David K. Smith made and Leslie Henry seconded the motion. Upon roll call votes were as follows: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea. The FY 2024 Fair Housing Analysis is on file in the County Commissioner's Office, Block Grant Files.

DJFS – NON-EMERGENCY MEDICAL TRANSPORTATION CONTRACTS

Director Dana Glassburn presented the following Non-Emergency Medical Transportation 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 07/01/2024 through 06/30/2025 inclusive, unless otherwise terminated or extended by formal amendment.
- Reimbursement:
Flat rate for 0 to 15 miles in total - \$45.00 flat rate.
Flat rate for 0 to 15 miles in total (handicapped accessible vans) - \$45.00 flat rate.
Price per mile for trips that will exceed 15 miles - \$2.60 mile.
Price per mile for trips that will exceed 15 miles (handicapped accessible vans) - \$3.00 per mile.

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

DJFS – NON-EMERGENCY MEDICAL TRANSPORTATION CONTRACTS

Director Dana Glassburn presented the following Non-Emergency Medical Transportation 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 .59 Green LTD, Green Cab (Contractor), for the purchase of Employment Related Transportation.

- I. **TERM**
This contract will be effective from 07/01/2024 through 06/30/2025 inclusive, unless otherwise terminated or extended by formal amendment.
- Reimbursement:
Flat rate for 0 to 15 miles in total - \$45.00 flat rate.
Flat rate for 0 to 15 miles in total (handicapped accessible vans) - \$45.00 flat rate.
Price per mile for trips that will exceed 15 miles - \$2.60 mile.
Price per mile for trips that will exceed 15 miles (handicapped accessible vans) - \$3.00 per mile.

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

DJFS – NON-EMERGENCY MEDICAL TRANSPORTATION CONTRACTS

Director Dana Glassburn presented the following Non-Emergency Medical Transportation 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 Jackson Transportation Group LLC (Contractor), for the purchase of Employment Related Transportation.

- I. **TERM**
This contract will be effective from 07/01/2024 through 06/30/2025 inclusive, unless otherwise terminated or extended by formal amendment.
- Reimbursement:
Flat rate for 0 to 15 miles in total - \$45.00 flat rate.
Flat rate for 0 to 15 miles in total (handicapped accessible vans) - \$45.00 flat rate.
Price per mile for trips that will exceed 15 miles - \$2.60 mile.
Price per mile for trips that will exceed 15 miles (handicapped accessible vans) - \$3.00 per mile.

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

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

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

DJFS – NON-EMERGENCY MEDICAL TRANSPORTATION CONTRACTS

Director Dana Glassburn presented the following Non-Emergency Medical Transportation 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 Need A Lift Transportation LLC (Contractor), for the purchase of Employment Related Transportation.

- I. **TERM**
This contract will be effective from 07/01/2024 through 06/30/2025 inclusive, unless otherwise terminated or extended by formal amendment.
- Reimbursement:
Flat rate for 0 to 15 miles in total - \$45.00 flat rate.
Flat rate for 0 to 15 miles in total (handicapped accessible vans) - \$45.00 flat rate.
Price per mile for trips that will exceed 15 miles - \$2.60 mile.
Price per mile for trips that will exceed 15 miles (handicapped accessible vans) - \$3.00 per mile.

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

DJFS – NON-EMERGENCY MEDICAL TRANSPORTATION CONTRACTS

Director Dana Glassburn presented the following Non-Emergency Medical Transportation 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 Gallia Council On Aging (Contractor), for the purchase of Employment Related Transportation.

- I. **TERM**
This contract will be effective from 07/01/2024 through 06/30/2025 inclusive, unless otherwise terminated or extended by formal amendment.
- Reimbursement:
Flat rate for 0 to 15 miles in total - \$45.00 flat rate.
Flat rate for 0 to 15 miles in total (handicapped accessible vans) - \$45.00 flat rate.
Price per mile for trips that will exceed 15 miles - \$2.60 mile.
Price per mile for trips that will exceed 15 miles (handicapped accessible vans) - \$3.00 per mile.

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

DJFS – PURCHASE OF PAYROLL PROCESSING, EMPLOYER OF RECORD

Director Dana Glassburn presented the following Payroll Processing, Employer of Record contracts for approval:

GALLIA COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES
PURCHASE OF SERVICE VENDOR CONTRACT
G-SFY25-0007

This contract is entered into between the Gallia County Department of Job and Family Services (GCDJFS) and Career Connections (Contractor), for the purchase of Payroll Processing, Employer of Record.

- I. **TERM**
This contract will be effective from 07/01/2024 through 06/30/2025 inclusive, unless otherwise terminated or extended by formal amendment.
- Reimbursement:

Reimbursement: The Contract agrees to provide payroll processing at a baseline charge of 20% of the total payroll amount. The charge for payroll processing may increase based on additional services or complexities up to a maximum of 25% of the total payroll amount.
- Notifications of Changes: Any increase in the payroll processing charge beyond the 25% will be communicated to GCDJFS in writing, specifying the reasons for the increase and the new charge rate, at least 30 days prior to the implementation of the new rate.
- Approval of Charges: GCDJFS must approve any increase in charges beyond the 25% before the new rate is applied. Approval will be considered given if GCDJFS does not respond within 15 days of receiving the notification of changes.

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Invoice and Payment: The Contractor will include detailed invoices indicating the payroll processing charge applied for each billing period. Payment terms and conditions will adhere to those outlined in the contract agreement.

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. Stapleton, yea; Ms. Henry, yea; Mr. Smith, abstain.

DJFS/PROSECUTOR - TITLE IV-E - AGREEMENT

Director Dana Glassburn presented the following agreement for approval. President entertained the motion to sign the agreement as recommended. David K. Smith made and Leslie Henry seconded the motion. Roll calls: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, 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
 Contract G-SFY25-0003**

**I.
 PURPOSE**

This Agreement is entered into by the Gallia County Board of County Commissioners through its agent, Gallia County Department of Job and Family Services Children Services Division (hereinafter "GCDJFS' PCSA") and the County Prosecuting Attorney (hereinafter "Prosecutor" OR "County Prosecutor"), for the purpose of defining the relationship and responsibilities between the parties for the Prosecuting Attorney activities which contribute to the proper and efficient administration of the Title IV-E of the Social Security Act (hereinafter "Title IV-E" or "IV-E"), 42 U.S.C.A. 670 et. seq. for the GCDJFS' Public Children Services Agency (PCSA).

**II.
 RESPONSIBILITIES OF THE GCDJFS' PCSA**

Under this Agreement, the GCDJFS' PCSA will seek from the Federal government available federal financial participation (hereinafter "FFP"), on behalf of the Prosecutor, for the exercise of the Prosecutor's administrative functions specified in this Agreement, and as may be allowable under 45 CFS 1356 (C)(2). To the extent such claims are allowed by the Federal government and FFP is awarded for such, the GCDJFS' PCSA will distribute to the Prosecutor the FFP awarded and received by the GCDJFS' PCSA.

**III.
 RESPONSIBILITIES OF THE PROSECUTOR**

A. Role of the Prosecutor

Under this agreement, the GCDJFS' PCSA recognizes the Prosecutor as a unit of local government which performs activities which contribute to the proper and efficient administration of Title IV-E within the State of Ohio and within the County.

In this capacity, the Prosecutor will exercise the authority granted it under Chapter 309 of the Revised Code to serve as legal counsel for the GCDJFS' PCSA in matters related to the adjudication and disposition of children within the jurisdiction of Chapter 2151 of the Revised Code, and to perform such other duties that may be required of it by the operation of Title IV-E.

B. Allowable Functions

Under this Agreement, the Prosecutor may seek reimbursement for its costs related to legal counsel for the GCDJFS's PCSA, the county agency empowered, pursuant to Chapter 5153 of the Revised Code, to perform the child welfare function. Functions which may be claimed for reimbursement include representing the child welfare agency in all court proceedings, preparation, including necessary legal research, for representational role, the preparation, including necessary legal research, of the pleadings, briefs, and other legal documents for court proceedings involving the GCDJFS's PCSA, and attendance at organized and formal training activities the purpose of which is to improve the capacity of attendees to provide legal services to the GCDJFS's PCSA.

C. Non-allowable Functions

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

1. All matters related to the adjudication and disposition of juvenile traffic offenders;

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- 2. All matters related to the criminal prosecution of any child or adult;
- 3. All matters related to the determination of paternity of any child pursuant to Section 3111.01 to 3111.19 of the Revised Code;
- 4. All matters related to the Uniform Reciprocal Enforcement of Support Act as codified in Chapter 3115. of the Revised Code;
- 5. Matters for which the County Prosecutor already receives reimbursement from ODJFS or any other State agency;

D. Description of Costs Which May be Claimed

Under this Agreement, the Prosecutor may seek reimbursement for any of the following costs incurred in the performance of the activities stated in Paragraph (B), above:

- 1. Actual wages, fringe benefits, travel and per diem of staff engaged in performing such activities;
- 2. Fees, travel and per diem paid to outside counsel performing such activities;
- 3. Fees, travel and per diem paid to investigators, consultants, or expert witnesses;
- 4. Actual wages, fringe benefits, travel, per diem, tuition or registration fees for staff attending organized and formal training activities the purpose of which is to improve the capacity of attendees to provide competent protective services to the GCDJFS' PCSA;
- 5. Telephone, postage costs and duplication or printing separately metered or otherwise discretely identified as supporting such activities;
- 6. Equipment and consumable supplies for staff solely and exclusively assigned to performing such activities; and
- 7. Books, journals, newsletters, research services and aids.

The Prosecutor shall be responsible for the identification and assignment of costs to the activities enumerated in this Article. Such costs shall represent actual costs paid by the Prosecutor by funds appropriated to it or otherwise used to support the operation of the Prosecutor. The Prosecutor agrees to devise and implement accounting practices and procedures which allow for auditing of such costs, which conform to generally recognized accounting principles, and which treat both costs and activities consistently. The Prosecutor further agrees to conform such accounting practices and procedures to the standards denoted in OMB 2 CFR, "Cost Principles for State, Local and Indian Tribal Government," and to specifically conform the documentation of time and cost for salary and wages to the requirements noted in Attachment B, Provision 11.h. The Prosecutor further understands that all costs claimed will be subject to the requirements promulgated at 45 CFR 1356.60.

The Prosecutor may not claim costs for reimbursement which have been paid with federal funds. Upon receipt of such reimbursement from the GCDJFS' PCSA, the Prosecutor may not claim any unreimbursed portion of such costs for further reimbursement from the GCDJFS' PCSA or any other federal resource.

E. Use of Funds Received

The Prosecutor agrees to use any FFP provided by this Agreement to improve services provided the GCDJFS' PCSA and to coordinate such service improvements with the GCDJFS' PCSA.

IV. COMPENSATION

The GCDJFS' PCSA agrees to reimburse the Prosecutor the applicable level FFP earned for the costs reported by the Prosecutor, to the extent FFP has been received from the Federal government, for such costs. All reimbursements shall SOLELY consist of available FFP payable at the applicable federal matching rate for allowable Title IV-E administrative costs. As this rate fluctuates, any reimbursement disbursed by the GCDJFS' PCSA to the Prosecutor must be reconciled to adjust for finalization of FFP. Reconciliation will occur quarterly to adjust for payments made in the prior quarter. In the event that disbursement from the GCDJFS' PCSA to the Prosecutor is, upon reconciliation with actual FFP received, determined to have been underpaid, the GCDJFS' PCSA shall be responsible for disbursing the difference to the Prosecutor. In the event that disbursement from the GCDJFS' PCSA to the Prosecutor is, upon reconciliation with actual FFP received, determined to have been overpaid, the Prosecutor shall be responsible for repaying the overage to the GCDJFS' PCSA. Final reconciliation may result in the need to process an under/overpayment. The below payment calculation was based on 80% average for the purpose of estimating subgrant cost.

	Amount	Source
Non-Federal Share (estimated)	\$100,486.00	Local Sources
FFP Reimbursement (estimated)	\$259,034.58	
Total IV-E Contract Cost	\$359,520.58	

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

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

V.
EFFECTIVE DATE

This Agreement will become effective July 1, 2024 through June 30, 2025 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 Prosecutor shall be retained and made available for audit by the State of Ohio (including, but not limited to ODJFS, the Auditor of State, Inspector General or duly authorized law enforcement officials) and an audit is initiated during this time period, the Prosecutor shall retain such records until the audit is concluded and all issues resolved.

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

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

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

VIII.
ENTIRETY OF AGREEMENT

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

s/ Dana Glassburn 6/27/2024
Gallia CDJFS Director Date

s/ Amber Fellar 6/21/2024
Gallia County Prosecutor Date

s/ R. Jay Stapleton 6/27/2024
Gallia County Board of Commissioners
Commissioner Date

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

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s/Leslie Henry
Gallia County Board of Commissioners
Commissioner

6/27/2024
Date

s/David K. Smith
Gallia County Board of Commissioners
Commissioner

6/27/2024
Date

Reviewed by:

s/Isaac Beller
Gallia County Prosecuting Attorney

6/5/2024
Date

OSU EXTENSION OFFICE – MONTHLY UPDATE

Michelle Stumbo and Micha Holcomb presented the Commission with an agency update for June of various activities and presented a copy of their newsletter and upcoming events. No action taken.

SHERIFF – CRUISER

Sheriff Matt Champlin informed the Commissioners of interest that the Village of Rio Grande Police Department has in purchasing one of the older Ford Explorer Cruisers. President Stapleton entertained a motion to transfer the cruiser to the Village of Rio Grande Police Department at 50% of the fair market value. David K. Smith moved and Leslie Henry seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea.

ENGINEER – GAL-CR VAR PM-FY 2025 PROJECT- BID OPENING

At 10:45 as advertised, President Stapleton opened the following bids:

Company	Total Bid
Griffin Paving	\$192,436.20

The estimated costs for the project was:
\$231,972.00

The bids were turned over to the Engineer's Office for review and a recommendation.

MAPLEWOOD DRIVE

Tom White, Special Projects Manager presented the Commissioners with the previous bids for repairing Maplewood Drive with 6" stone and 6" concrete. The bids were from Rod Clary Co. in the amount of \$164,330.00 and Boggs Co. in the amount of \$124,745.00. Mr. White recommended to hire Boggs Co. to move forward and repair Maplewood Drive. President Stapleton entertained a motion to hire Boggs Construction in the amount of \$124,745.00 to do the repairs as recommended. David K. Smith moved and Q. Jay Stapleton seconded the motion.

Discussion from Commissioner Henry was that she is in agreeance due to being advised by legal that due to the fact that all easements were not secured prior to construction on Maplewood Drive it may be in the counties best interest to resolve.

Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea.

AUDIT – EMPLOYEE OVERPAYMENT

Commissioner Henry expressed the need to address the audit findings for employee overpayments from previous years. The auditor's office holds the list of employees in which owe the County. Ms. Henry moved to deduct \$10.00 per pay period from the employee's pay until the debt is paid in complete and David K. Smith seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea.

COMMISSIONERS – RFQ – MIDDLETON ESTATES

At 11:30 as advertised, President Stapleton opened the following Request for Qualifications for Auctioneer Services to auction the Middleton Estates property:

Joe R. Pyle Auction & Realtor Services

The qualifications were turned over to the Special Projects Manager Tom White for review and a recommendation.

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*12 pm – Commissioner Smith left the meeting.

GREEN SEWER 2 CONSTRUCTION MEETING

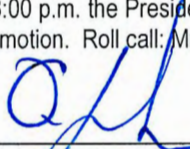
At 1:30 p.m. the Commissioners, County Administrator Brian Rutherford, Grant Administrator Karen Sprague, and Clerk to the Board Amanda Phillips attended the Green Sewer 2 Construction monthly meeting in the Commissioners' office. Others in attendance were: DLZ Reps. Gary Silcott, Rob Snedden & Eli Walker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

CH-JAIL – CHRISTIAN MORRIS BILL

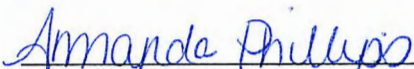
County Administrator Brian Rutherford presented the CH-Jail bill to Christian Morris Bill in the amount of \$4900.00 for the windows at the Engineer's Office that wasn't approved this morning. Discussion from Mr. Rutherford was that he had went out to the office and approved the need for the windows. President Stapleton entertained a motion to approve the bill in the amount of \$4900.00. Leslie Henry moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, absent.

ADJOURN


At 3:00 p.m. the President entertained a motion for adjournment. Leslie Henry moved 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

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