

**AUGUST 1, 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 July 18, 2024 minutes. Leslie Henry moved 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:
GCDJFS	Dana Glassburn	8/05/2024	Columbus	ODCY Mtg.
GCDJFS	Dana Glassburn	8/08/2024	Columbus	OJFSDA Mtg.
GCDJFS	Dana Glassburn	8/21/2024	Jackson	OJFSDA District Mtg.
GCDJFS	Dana Glassburn	9/4-9/5	Columbus	ODCY Kids Summit
GCDJFS	Dana Glassburn	9/11-9/13	Columbus	OJFSDA Meeting/Training

The President entertained a motion to approve travel requests as submitted. Leslie Henry moved and David K. Smith 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
7/21	5	1	1	0	8	0	0	0	10	24	0	0	0	19

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
7/28	3	0	0	0	0	0	0	0	10	27	0	0	0	19

**SHERIFF – NEW FUND LINE**

The Gallia County Sheriff's Office presented the Commission with the Ohio Dept. of Public Safety, Office of Criminal Justice Services Award Acceptance. President Stapleton entertained a motion to approve and accept the agreement, and to request the County Auditor's Office to create a new department for this grant titled "LPR Violence Reduction", give that department number 0420, and to appropriate \$42,000.00 into line items as follows:

Expense line items needed are as follows:

Appropriate \$42,000.00 into 420.0420.530700 title Contract Services

Also create 420.3000.400100 \$42,000.00 title Dept. of Public Safety, OCJS

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

**OPWC – RESOLUTION**

County Administrator Brian Rutherford presented the following Resolution for approval: David K. Smith moved and Leslie Henry seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea.

**A RESOLUTION NAMING THE GALLIA COUNTY COMMISSIONER'S APPOINTMENT TO THE DISTRICT 15 PUBLIC WORKS INTEGRATING COMMITTEE**

WHEREAS, Chapter 164.04, Division A6 of the Ohio Revised Code defines membership to the District 15 Public Works Integrating Committee (PWIC), and

AUGUST 1, 2024

WHEREAS, such definition states: "...one (member) shall be appointed (to the 30 member committee) by each board of county commissioners..."

NOW THEREFORE BE IT RESOLVED BY THE GALLIA COUNTY COMMISSIONERS:

SECTION 1: That the Gallia County Commissioners hereby appoint Leslie Henry to serve on the District 15 Public Works Integrating Committee for a term of three (3) years beginning October, 2024; and

SECTION 2: That the appointed individual will serve this three (3) year term in its entirety unless he/she submits a formal letter of resignation to the District 15 Coordinator's office, and

SECTION 3: That the appointed individual will serve on the county subcommittee and participate in the county review and prioritization of OPWC assisted projects in his/her county, and

SECTION 4: That the appointed individual will attend in person approximately two (2) to four (4) Full Integrating Committee meeting annually.

8/1/2024  
s/R. Jay Stapleton  
s/Leslie Henry  
s/David K. Smith

I hereby certify this to be a true and correct copy of this Resolution.

s/Amanda Phillips, clerk

**OPWC – RESOLUTION**

County Administrator Brian Rutherford presented the following Resolution for approval: David K. Smith moved and Leslie Henry seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea.

**A RESOLUTION NAMING THE GALLIA COUNTY COMMISSIONER'S APPOINTMENT TO THE DISTRICT 15 PUBLIC WORKS INTEGRATING COMMITTEE**

WHEREAS, Chapter 164.04, Division A6 of the Ohio Revised Code defines membership to the District 15 Public Works Integrating Committee (PWIC), and

WHEREAS, such definition states: "...one (member) shall be appointed (to the 30 member committee) by each board of county commissioners..."

NOW THEREFORE BE IT RESOLVED BY THE GALLIA COUNTY COMMISSIONERS:

SECTION 1: That the Gallia County Commissioners hereby appoint Tom White to serve as an alternate on the District 15 Public Works Integrating Committee for a term of three (3) years beginning October, 2024; and

SECTION 2: That the appointed individual will serve as an alternate on his three (3) year term in its entirety unless he/she submits a formal letter of resignation to the District 15 Coordinator's office, and

SECTION 3: That the appointed individual will serve as an alternate on the county subcommittee and participate in the county review and prioritization of OPWC assisted projects in his/her county, and

SECTION 4: That the appointed individual will act as an alternate attend in person approximately two (2) to four (4) Full Integrating Committee meeting annually.

8/1/2024  
s/R. Jay Stapleton  
s/Leslie Henry  
s/David K. Smith

I hereby certify this to be a true and correct copy of this Resolution.

s/Brian Rutherford, county administrator

**GREEN SEWER PHASE 2 PAYMENT RESOLUTION # 30**

GMCAA Grants Administrator Karen Sprague presented the Commission with Payment Resolution # 30 for the Green Sewer Phase 2 Project for the following items:

- Construction - \$285,144.75
- Legal Fees = \$72,421.97
- Engineering: \$16,314.54
- Administration: \$1,024.43

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

AUGUST 1, 2024

- Bond/Loan payments: \$9,093.38
- Other: \$1,327.44
- Total = \$385,326.51

Invoices to be paid as follows:

- Bricker Graydon invoice 2038488 = \$72,421.97 paid from Gallia County from Settlement Fund #410
- GMCAA-July 2024 Administration = \$1,024.43 paid from Gallia County from Settlement Fund #410
- OWDA Loan #9406 = \$9,093.38 paid from Gallia County from Settlement Fund #410
- Field Excavating Pay Application #9 = \$285,144.75 payment broken down as follows:
  - \$71,286.19 (25%) paid by Gallia County from USDA Grant Fund #372
  - \$213,858.56 (75%) paid by Gallia County from Settlement Fund #410
- DLZ invoice 222804 = \$16,314.54 broken down as follows:
  - \$4,078.64 (25%) paid by Gallia County from USDA Grant Fund #372
  - \$12,235.90 (75%) paid by Gallia County from Settlement Fund #410
- AEP Aid to construction invoice 250-214836661 = \$1,327.44 payment broken down as follows:
  - \$331.86 (25%) paid by Gallia County from USDA Grant Fund #372
  - \$995.58 (75%) paid by Gallia County from Settlement Fund #410

David K. Smith moved and Leslie Henry seconded a motion to approve payment resolution # 30 as submitted. Upon roll call votes were as follows: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea.

**USDA - GREEN SEWER PHASE 2 DISBURSEMENT #25**

GMCAA Grants Administrator Karen Sprague presented the Commission with USDA Disbursement #25 for the Green Sewer Phase 2 Project for the following items:

- Field Excavating Pay Application #9 = \$71,286.19 partial payment (25%) by Gallia County from USDA Grant Fund #372
- AEP Aid to Construction invoice 250-214836661 = \$331.86 partial payment (25%) by Gallia County from USDA Grant Fund #372
- DLZ invoice 222804 = \$4,078.64 partial payment (25%) by Gallia County from USDA Grant Fund #372
- Total USDA Disbursement Request = \$75,696.69

David K. Smith moved and Leslie Henry seconded a motion to approve and sign the USDA Disbursement #25 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 #9**

GMCAA Grants Administrator Karen Sprague presented the Commission with Settlement Fund Disbursement #9 for the Green Sewer Phase 2 Project for the following items:

- Bricker Graydon invoice 2038488 = \$72,421.97 paid from Gallia County from Settlement Fund #410
- GMCAA-July 2024 Administration = \$1,024.43 paid from Gallia County from Settlement Fund #410
- OWDA Loan #9406 = \$9,093.38 paid from Gallia County from Settlement Fund #410
- Field Excavating Pay Application #9 = \$213,858.56 partial payment (75%) by Gallia County from Settlement Fund #410
- AEP Aid to Construction invoice 250-214836661 = \$995.58 partial payment (75%) by Gallia County from Settlement Fund #410
- DLZ invoice 222804 = \$12,235.90 partial payment (75%) by Gallia County from Settlement Fund #410
- Total Settlement Fund Disbursement Request = \$309,629.82

Leslie Henry moved and David K. Smith seconded a motion to approve the Green Sewer 2 Settlement Fund Disbursement #9 as submitted. Upon roll call votes were as follows: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea.

**CHANGE ORDER #1 – JFS WORKFORCE CENTER BUILDING B INTERIOR ONLY PROJECT**

Grants Administrator Karen Sprague presented the Commission with Change Order No. 1 paperwork for the JFS Workforce Center Building B Interior Only Project with Neals Home Improvements. The change order is being requested as follows:

- Change order requests time extension due project completion delay due to water leaking from the ceiling per the attached pictures. Water was leaking into the interior of the building due to the old failing gutters which have now been replaced by OVP. Mr. Neal verified during the most recent rain that since the gutters have been replaced there was no storm water entering the ceiling areas and that he can now finish the interior work.

Ms. Sprague advised JFS has spoken with the contractor regarding project completion and the contractor requests an increase in contract time from 6/30/2024 to 8/31/2024, an increase of 62 days. Ms. Sprague noted Neals Home Improvements, JFS & RVC have all signed change order form #1. Mr. Stapleton entertained a motion to approve the change order form as requested. 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. Form was signed by Q. Jay Stapleton, as President of the Commission.

AUGUST 1, 2024

**CHANGE ORDER #1 – JFS WORKFORCE CENTER BUILDING A PROJECT**

Grants Administrator Karen Sprague presented the Commission with Change Order No. 1 paperwork for the JFS Workforce Center Building A Project with Neals Home Improvements. The change order is being requested as follows:

- o Replacement of roof/ceiling insulation in the rear section of Building A due to weather damage from leaking roof
- o Total change order increase = \$8,700.00
- o Change order requests time extension due to actual construction start date

Contract amount adjustments as follows:

- Original contract price = \$228,900.00
- Change order #1 = \$8,700.00
- New contract total = \$237,900.00

Ms. Sprague advised RVC Architect Jon Stevison advised the insulation must be replaced due to water damage. JFS has notified they have funds available for this change order in Fund #400 and they too recommend the Commission approve the change order as submitted. The contractor requests an increase in contract time from 7/31/2024 to 10/31/2024, an increase of 92 days. Ms. Sprague noted Neals Home Improvements, JFS & RVC have all signed change order form #1. Mr. Stapleton entertained a motion to approve the change order form #1 as requested. Leslie Henry made and David K. Smith seconded that motion. Upon roll call votes were as follows: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea. Form was signed by Q. Jay Stapleton, as President of the Commission.

**\*The full contract can be found on file in the Commissioners office.**

**GALLIA COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**  
**SUBGRANT AGREEMENT**

DJFS Director Dana Glassburn presented the following Agreement for approval: 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.

**RECITALS**

This Subgrant Agreement between the Gallia County Department of Job and Family Services, (hereinafter referred to as "CDJFS") located at 848 3<sup>rd</sup> Avenue, Gallipolis OH 45631 and Gallia-Vinton Educational Center (hereinafter referred to as "SUBGRANTEE ESC") (Unique Identifier G6A7TXMJX9G5) 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, CFDA 93.558 (original award date 10/30/2023; (FAIN# 2401OHTANF) and Benefit Bridge TANF CFDA 93.558 original award date 10/30/2023 (FAIN# 2401OHTANF), 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 FFY25 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.

**DEFINITIONS**

As used in this document, the words and phrases set forth below shall have the following meanings:

- A. "Grantor" means Gallia County CDJFS
- B. "Subgrantee" means Gallia-Vinton Educational Service Center.
- C. "Financial assistance" means all cash, reimbursements, other payments, or allocations of funds provided by Grantor to Subgrantee. All requirements in this Agreement related to financial assistance also apply to any monies, including private monies and public money, as defined in section 117.01 of the Revised Code, used by the Subgrantee to match federal, state or county funds;
- D. "Federal, state and local laws" include all federal statutes and regulations; appropriations by the Ohio General Assembly; the Revised Code; uncodified law included in an Act, Ohio Administrative Code (OAC) rules; any federal Office of Management and Budget (OMB) circulars that a federal statute or regulation has made applicable to state and local governments; the relevant terms and conditions of any federal awards; as well as any resolutions or policies adopted by the Gallia County Board of County Commissioners. Federal, state and local laws also include any Governor's Executive Orders to the extent that they apply to counties and any ODJFS Procedure Manuals and Guidance Letters. The term "federal, state and local laws" includes all federal, state and local laws as listed in this paragraph and existing on the effective date of this Agreement as well as those federal, state and local laws that are enacted, adopted, issued, effective, amended, repealed, or rescinded on or after the effective date of this Agreement;
- E. "CFDA" means the Code of Federal Domestic Assistance assigned to a federal grant.

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

**ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES**

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

AUGUST 1, 2024

- (A) The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by Subgrantee pursuant to this Subgrant Agreement.
- (B) SUBGRANTEE will report to the contact specified in Article VIII, below, who may communicate specific requests and instructions to SUBGRANTEE concerning SUBGRANTEE's performance under this Agreement. SUBGRANTEE will comply with any instructions or requests to the satisfaction of GRANTOR within ten (10) days after receipt of the instructions or requests. SUBGRANTEE expressly understands and acknowledges that any instructions are strictly necessary to ensure the successful completion of the activities specified in this Agreement and are not intended and do not amend or alter this Agreement or any part thereof. If SUBGRANTEE believes that any instructions or requests would materially alter the terms and conditions of this Agreement, SUBGRANTEE agrees to consult the specified contact for GRANTOR named in Article VIII, below. SUBGRANTEE agrees to consult the designated contact for GRANTOR as necessary to ensure comprehension of Subgrant activities and their successful completion.

#### ARTICLE II. RESPONSIBILITIES OF GRANTOR

Grantor agrees to:

- A. Provide funding to Subgrantee in accordance with this Subgrant Agreement and Federal, state and local laws.
- B. Monitor Subgrantee to ensure the Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.
- C. Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed in this Agreement.
- D. Provide technical assistance and training to assist Subgrantee, with the limits of available resources, in fulfilling its obligations under this Agreement.
- E. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions set forth in or incorporated by this Agreement.

#### ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

Subgrantee agrees to:

- A. Ensure the funds subject to this Subgrant Agreement are used in accordance with conditions, requirements and restrictions of federal, state and local laws, the federal terms and conditions of the grant award, and this Subgrant Agreement.
- B. Provide Financial Literacy Coaching (FLC) to program participants. The program will provide the understanding of importance to families of being financially stable, how to manage budgets, monitor credit and prepare for the future. Topics to be explored include the following: 1) Estimate income and expenses, 2) make a budget relative to ones circumstances, 3) explore the difference between a need and a want, 4) make a plan to pay bills, 5) develop a savings plan, 6) simulate real world scenarios, 7) define credit and its impact, 8) explain interest on unpaid bills and credit cards, 9) study credit scores, and 10) make a plan for checking and savings accounts. The FLC will be a key part of determining if support services are needed, the clients share of the costs, etc. If the FLC determines that a service is not beneficial or sustainable, such services cannot be brought to a vote.
- C. Monitor all private and governmental entities that receive payments from Subgrants awarded under this Agreement to ensure that each such entity uses the funds in accordance with the applicable federal and state laws and the terms of this Agreement.
- D. Take action to recover payments that are not used in accordance with the conditions, requirements, or restrictions set forth in this Agreement.
- E. Promptly reimburse Grantor for any funds Grantor pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which Grantor is responsible.
- F. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if Grantor, ODJFS, the Ohio Auditor of State, any federal agency, or other entity authorized by federal, state or local law to determine compliance with the conditions, requirements, and restrictions applicable to the federal program from which this Subgrant is awarded determines compliance has not been achieved.
- G. Keep and maintain records that are sufficient for the preparation of reports required by law and submit all reports as requested and required by GRANTOR.
- H. Make records available to Grantor, ODJFS, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.

AUGUST 1, 2024

- I. Shall be responsible for any and all unemployment, worker's compensation, etc. that would result after subgrant agreement ends as once the grant has ended there is no money available to cover such cost.
- J. Complete all reporting requirements in a timely manner as required by the grant.

**ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT**

- A. This Subgrant Agreement will be in effect from August 1, 2024 – June 30, 2025 unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VII prior to the above termination date.
- B. In addition to Section A above, it is expressly understood by both Grantor and Subgrantee that this Subgrant Agreement will not be valid and enforceable until the Gallia County Auditor certifies pursuant to Section 5705.41 (D), Revised Code, that the amount required to meet the Grantor's obligation or, in the case of a continuing Subgrant Agreement to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the Subgrant Agreement is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

**ARTICLE V. AMOUNT OF GRANT/PAYMENTS**

- A. This grant is in the total amount of Sixty-Five thousand dollars (\$65,000.00).
- B. Payment will be made to Subgrantee on a cost-reimbursement basis. The total estimated cost shall be in accordance with the budget attached and shall not exceed the amount provided in Article V-A, above. It is understood that ESC cannot exceed ten percent (10%) in administration cost through cost allocation or direct cost method. Such methodology shall be submitted with each invoice. Subgrantee may bill Grantor monthly for reimbursement of disbursements for actual costs (the 10% admin shall be separated on the invoice; budget line items for this contract that are considered Title XX Base are as follows: Program Administrator & Fiscal cost, incurred in the performance of this Subgrant Agreement. Invoices shall be numbered, dated, reference this Subgrant Agreement, show the cost incurred by budget category (i.e., salaries, fringe benefits, travel, supplies, etc.) for the billing period and in cumulative amount to date, all invoices and a list of eligible participants must be submitted to 848 Third Avenue, Gallipolis, Ohio 45631.

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

- C. Subgrantee understands that availability of funds is contingent on appropriations made by the Ohio General Assembly, ODJFS, funding sources external to the State of Ohio, such as federal funds, and appropriations by the Board of County Commissioners. If, at any time, the Grantor Director determines that federal, state or local funds are insufficient to sustain existing or anticipated spending levels, the Grantor Director may reduce, suspend, or terminate any cash, reimbursements, other payments, or allocations of funds provided by Grantor to Subgrantee, or other form of financial assistance as the Grantor Director determines appropriate. If the Ohio General Assembly, ODJFS, funding sources external to the State of Ohio, such as federal funds, or the Gallia Board of County Commissioners fails at any time to continue funding Grantor for the payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of Grantor or Gallia County.
- D. As a subrecipient of federal funds, SUBGRANTEE hereby specifically acknowledges its obligations relative to the funds provided under this Subgrant Agreement pursuant to OMB Circulars A-110 (2 CFR 215), A-21 (2 CFR 220), A-122 (2 CFR 230), A-87 (2 CFR 225), A-102, as applicable under federal, state and local laws, and 2 CFR 200, as well as 45 CFR 74 or 45 CFR 92, as applicable to Subgrantee under federal, state and local laws, including, but not limited to:
  - 1. Standards for financial management systems: SUBGRANTEE and its subgrantee(s) will comply with the requirements of 45 CFR 74.21 or 45 CFR 75.35, as applicable, including, but not limited to:
    - a. Fiscal and accounting procedures:
    - b. Accounting records:
    - c. Internal control over cash, real and personal property, and other assets:
    - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts:
    - e. Source documentation; and
    - f. Cash management.
  - 2. Period of Availability of Funds: Pursuant to 45 CFR 74.28 or 45 CFR 75.35, as applicable, SUBGRANTEE and its subgrantee(s) may charge to the award only costs resulting from obligations incurred during the funding period of the federal and state awards noted in the Recitals to this Subgrant Agreement and for the term specified in Article IV of this Subgrant Agreement, unless carryover of these

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

AUGUST 1, 2024

balances is permitted. All obligations incurred under the award must be liquidated no later than ninety (90) days after the end of the funding period, pursuant to federal law.

3. Matching or Cost Sharing: Pursuant to 45 CFR 74.23 or 45 CFR 75.35, as applicable, matching or cost sharing requirements applicable to the federal program must be satisfied by disbursements for allowable costs or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal, state and local laws.
4. Program Income: Program income must be used and accounted for as specified in 45 CFR 74.24 or 45 CFR 75.35, as applicable to SUBGRANTEE.
5. Real Property: If SUBGRANTEE is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 74.32 or 45 CFR 75.35, as applicable.
6. Equipment: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Subgrantee or its subgrantee(s) with Subgrant funds, will be governed by the provisions of 45 CFR 74.34 or 45 CFR 75.35, as applicable.
7. Supplies: Title and disposition of supplies acquired by Subgrantee or its subgrantee(s) with Subgrant funds will be governed by the provisions of 45 CFR 74.35, 75.35 and 7 CFR 3016.33 as applicable.

#### ARTICLE VI. RECORDS

- A. Subgrantee must maintain documentation conforming to all requirements prescribed by ODJFS or by federal, state and local laws. Subgrantee must prepare and maintain documentation to support all transactions and to permit the reconstruction of all transactions and the proper completion of all reports required by federal, state and local laws, and which substantiates compliance with all applicable federal, state and local laws.
- B. Records must include sufficient detail to disclose:
  1. Services provided to program participants:
  2. Administrative cost of services provided to program participants:
  3. Charges made to and payments received for items identified in paragraphs (B) (1) and (2) of this Article; and
  4. Cost of operating the organizations, agencies, programs, activities, and functions.
- C. Subgrantee and its subgrantee(s) must maintain all records relevant to the administration of this subgrant for a period of three years.

#### ARTICLE VII. AUDITS OF SUBGRANTEE

- A. Subgrantee agrees to provide for timely audits as required by OMB Circular 2 CFR 200, unless a waiver has been granted by a federal agency. Subject to the threshold requirements of 45 CFR 74.26 or 45 CFR 75.35, as applicable, and OMB Circular 2 CFR 200, Subgrantee must ensure that it has an audit with a scope as provided in OMB Circular 2 CFR 200, Subpart E, §\_500, that covers funds received under this agreement. Subgrantee must send one (1) copy of the final audit report to Grantor at 848 Third Avenue, Gallipolis, Ohio 45631 within two (2) weeks of Subgrantee's receipt of any such audit report.
- B. Additional responsibilities of SUBGRANTEE as an auditee under OMB Circular 2 CFR 200 include, but are not limited to:
  1. Proper identification of federal awards received.
  2. Maintenance of appropriate internal controls.
  3. Preparation of appropriate financial statements, including s schedule of federal awards expended.
  4. Proper performance and timely submission of an OMB Circular 2 CFR 200 audit report.
  5. Follow-up on audit findings, including the preparation of a summary schedule of prior audit findings and corrective action, if necessary, and the preparation of a corrective action plan.
- C. Subgrantee will take prompt action to correct problems identified in an audit.

#### ARTICLE VIII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Subgrant Agreement may be terminated in accordance with any of the following:
  1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the Grantor's Director and an authorized officer or employee of Subgrantee. An agreement to terminate is effective on the later of the date stated in the agreement to terminate or the date it is signed by all parties.

AUGUST 1, 2024

2. Either party may terminate after giving ninety (90) days written notice of termination to the other party by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other party.
  3. Grantor may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by ODJFS, or illegal conduct by Subgrantee affecting the operation of the Subgrant Agreement.
- B. Notwithstanding the provisions of ARTICLE VII, Section A, Grantor may suspend or terminate this Subgrant Agreement immediately upon delivery of a written notice to Subgrantee, if Grantor loses funding or discovers any illegal conduct on the part of Subgrantee.
- C. If Subgrantee or any of its subgrantee(s) materially fails to comply with any term of an award, federal, state or local laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule, Grantor may take any or all of the following actions it deems appropriate in the circumstances:
1. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or its subgrantee(s) or more severe enforcement action:
  2. Disallow all or part of the cost of the Subgrant activity or action not in compliance:
  3. Wholly or partly suspend or terminate the current award for the Subgrantee or its subgrantee(s)' Subgrant activity:
  4. Withhold further awards for the Subgrant activity; or
  5. Take any other remedies that may be legally available, including any additional remedies listed elsewhere in this Subgrant Agreement.
- D. Subgrantee, upon receipt of a notice of suspension or termination, will do all of the following:
1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement:
  2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated Subgrant activities:
  3. Prepare and furnish a report to Grantor, as of the date Subgrantee received the notice of termination or suspension, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
  4. Perform any other tasks that Grantor requires.
- E. Upon breach or default by Subgrantee of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, Grantor will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by Grantor of any occurrence of breach or default is not a waiver of subsequent occurrences. If Grantor or SUBGRANTEE fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other party, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

#### ARTICLE IX. NOTICES

- A. Notices to Grantor from Subgrantee that concern termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to Gallia County Department of Job and Family Services 848 Third Avenue, Gallipolis, Ohio 45631 and other contact information for the appropriate representative of GRANTOR.
- B. Notices to the Subgrantee from Grantor that concern termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to Educational Service Center, P.O. Box 178 Rio Grande, Ohio 45674, and other contact information for the appropriate representative of SUBGRANTEE.
- C. Routine communications from GRANTOR to SUBGRANTEE and from SUBGRANTEE TO GRANTOR will be between the representatives designated in section A and B of this Article VIII. Each party will retain a written record of any such communications.
- D. All notices in accordance with sections A or B of this Article will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

#### ARTICLE X. AMENDMENT

This document constitutes the entire agreement between Grantor and Subgrantee with respect to all matters herein. Except as provided in Article XI, below, this Subgrant Agreement may be amended only a document signed by both parties. Both Grantor and Subgrantee agree that any amendments to laws or regulations cited herein will result in the

AUGUST 1, 2024

correlative modification of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.

#### ARTICLE XI. ADDENDUM

Grantor may elect to provide information concerning this Subgrant Agreement in addendum hereto. Any addendum to this Subgrant Agreement will not need to be signed. Any claim on or draw of monies following the receipt of the addendum will constitute acceptance of the terms and conditions contained in the addendum. Subsequently, Grantor may modify any addendum by mailing a modified version to Subgrantee. Any claim on or draw of the modified addendum will constitute acceptance of the terms and conditions contained in the modified addendum.

#### ARTICLE XII. SUBGRANTS

- A. Subgrantee must perform all duties contemplated by this Subgrant Agreement. None of Subgrantee's duties or actions pursuant to this Subgrant Agreement may be subcontracted, nor shall this Subgrant Agreement be assigned, or any subawards made by Subgrantee, without the prior express written authorization of Grantor.
- B. Any subgrants made by Subgrantee to a unit of local government, university, hospital, other nonprofit, or commercial organization will be made in accordance with 45 CFR 74 or 45 CFR 75.35, as applicable, and will impose upon any subgrantee(s) the requirements of 45 CFR 74 or 45 CFR Part 75, as applicable, as well as federal, state and local law. Any award of a subgrant to another entity shall be made by means of a subgrant agreement which requires the entity awarded the county subgrant to comply with all conditions, requirements, and restrictions applicable to Subgrantee regarding the grant that Subgrantee subgrants to the entity, including the conditions, requirements, and restrictions of section 5101.21 of the Revised Code.
- C. Debarment and Suspension: As provided in 45 CFR 74.13 or 45 CFR 75.35, as applicable, Subgrantee and its subgrantees must not make any award or permit any award at any time to any party that is debarred party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.
- D. Procurement: While Subgrantee and its subgrantees may use their own procurement procedures, the procedures must conform to all applicable federal, state and local laws, including, as applicable, 45 CFR 75.35 or 45 CFR 74.40 through 45 CFR 74.48. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
- E. Monitoring: Subgrantee must manage and monitor the routine operations of subgrant supported activities, including each project, program, subgrant, and function supported by Subgrantee's subgrant, to ensure compliance with all applicable federal requirements, including 45 CFR 75.35. If Subgrantee discovers that subgrant funding has not been used in accordance with federal, state and local laws, Subgrantee must take action to recover such funding.
- F. Audit: Ensure that subrecipients expending Five Hundred Thousand and 00/100 Dollars (\$500,000) or more in federal awards during the subrecipient's fiscal year have met the audit requirements of 45 CFR 74.26 or of 45 CFR 75.35 for that fiscal year. One (1) copy of each audit report must be sent to SUBGRANTEE within two (2) weeks of the subrecipient's receipt of any such audit report.
- G. Duties as Pass-through Entity: Subgrantee must perform those functions required under federal, state and local laws as a subrecipient of Subgrantee under this Subgrant Agreement and as a pass-through entity of any awards of subgrants to other entities, including, but not limited to:
  - 1 Identify the federal awards made by informing each subrecipient of the CFDA title and number, award name and number, award year, whether the award is for research and development, and the name of the federal awarding agency. When some of this information is not available, the pass-through entity will provide the best information available to describe the federal award.
  2. Advise subrecipients of requirements imposed on them by federal laws, regulations, and the provisions of contracts or subgrant agreements as well as any supplemental requirements imposed by ODJFS or by SUBGRANTEE.
  3. Monitor the activities of subrecipients as necessary to ensure that federal awards are used for authorized purposes in compliance with all applicable federal and state laws and regulations and the provisions of contracts or subgrant agreements and that all performance goals are achieved.
  4. Ensure that subrecipients expending Five Hundred Thousand and 00/100 Dollars (\$500,000) or more in federal awards during the subrecipient's fiscal year have met the audit requirements of 45 CFR 74.26 or of 45 CFR 75.35 for that fiscal year. One (1) copy of each audit report must be sent to SUBGRANTEE within two (2) weeks of the subrecipient's receipt of any such audit report.
  5. Issue a management report on audit findings within six (6) months after receipt of a subrecipient's audit report and ensure the subrecipient takes appropriate and timely corrective action.
  6. Consider whether audits of subrecipients requires adjustments of SUBGRANTEE'S own records.
  7. Require each subrecipient to permit ODJFS, any other state or government entity, and federal and state auditors to have access to their records and financial statements.

AUGUST 1, 2024

- H. Prohibitions for purchases: Subgrantee are prohibited from the purchasing of telecommunication & video surveillance for selected vendors. In accordance with 2 CFR 200.216; 2 CFR 200, Appendix II (K).
1. Subgrantee must not award contracts, renew contracts or expend any federal grant funds to purchase or obtain equipment or services that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system which are product by Huawei Technologies or ZTE Corporation (or any subsidiary or affiliate of such entities).
  2. Telecommunications or video surveillance equipment or services product or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- I. Domestic Preferences for procurements: In accordance with 2 CFR 200.322.
1. As appropriate as to the extent consistent with law, the subrecipient should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be include:
    - a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.
    - b. "Manufactured Products: means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- J. Clean Air Act Disclosure: in accordance with 2 CFR 200 Appendix II (G). Compliance with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act as amended (42 U.S.C. 7401-7671) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Only applicable with any subgrants in excess of one hundred and fifty thousand dollars.

### XIII. SUBGRANTEE CERTIFICATION OF COMPLIANCE WITH GRANT CONDITIONS

By accepting the Subgrant and by executing this Subgrant Agreement, SUBGRANTEE hereby affirms current and continued compliance with each condition listed in this Article X. SUBGRANTEE'S certification of compliance with each of these conditions is considered a material representation of fact upon which GRANTOR is relying in entering into this Subgrant Agreement.

- A. If, at any time, SUBGRANTEE is not in compliance with the conditions affirmed in this Section A, GRANTOR will consider this Subgrant Agreement to be *void ab initio* and will deliver written notice to SUBGRANTEE. Any funds the GRANTOR paid SUBGRANTEE for work performed before subgrantee received notice that the Subgrant Agreement is *void ab initio* will be immediately repaid or GRANTOR may commence an action for recover against SUBGRANTEE.
1. Federal Debarment Requirements: SUBGRANTEE certifies that neither SUBGRANTEE nor any principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency, as set forth in 45 CFR 75.35 (HHS), 29 CFR 98 (DOL), or 7 CFR 3016.35 (USDA). SUBGRANTEE also affirms that within three (3) years preceding this agreement neither SUBGRANTEE nor any of its principals:
    - a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property;
    - b. Are presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) for commission of any of the offenses listed in this paragraph and have not had any public transactions (Federal, State, or local) terminated for cause or default.
  2. Qualifications to Conduct Business: SUBGRANTEE affirms that it has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
  3. Finding for Recovery: SUBGRANTEE affirms that neither SUBGRANTEE nor its principals are subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with Grantor, as Grantor is a political subdivision of the State of Ohio.
  4. Material Assistance to Terrorist Organization: SUBGRANTEE affirms that SUBGRANTEE, it principals, affiliated groups, or persons with a controlling interest in SUBGRANTEE's organization are in compliance with ORC 2909.33 in that none of the aforementioned have provided Material Assistance to a Terrorist Organization.

AUGUST 1, 2024

B. If at any time SUBGRANTEE is not in compliance with the conditions affirmed in this Section B, GRANTOR may immediately suspend or terminate this Agreement and will deliver written notice to SUBGRANTEE. SUBGRANTEE will be entitled to compensation, upon submission of a proper invoice in accordance with Article XX, only for work performed during the time SUBGRANTEE was in compliance with the provisions of this Section B. Any funds paid for work performed during a period when SUBGRANTEE was not in compliance with this Section B will be immediately repaid or GRANTOR may commence an action for recovery against SUBGRANTEE.

1. Ethics Law: SUBGRANTEE certifies that it and all officers, employees and agents of SUBGRANTEE will comply with the requirements of the Ohio ethics law and Ohio law pertaining to offences against justice and public administration, including, but not limited to, Sections 102.03, 102.04, 2921.02, 2921.42 and 2921.43, Revised Code.
2. Nondiscrimination: SUBGRANTEE hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); Title II of the American with Disabilities Act of 1990 (42 U.S.C. § 12131 et seq.); all provisions required by the implementing regulations of the Department of Agriculture and Department of Health and Human Services; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and Part 42; and Department of Agriculture, Food and Nutrition Services (FNS) directive and guidelines to the effect that, no person shall on the grounds of race, color, national origin, sex, age, disability or political beliefs or association, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the Subgrantee receives Federal financial assistance from FNS.

The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.

The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

3. Pro-Children: SUBGRANTEE certifies that it will comply with the requirements of the Pro-Children Act of 1994 (20 USC 7183) imposing restrictions on smoking in facilities where federally funded children's services are provided.
4. Acknowledgement of Federal Funding: SUBGRANTEE certifies that it will acknowledge federal funding when issuing statements, press releases, request for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funding, including statement of the percentage and dollar amounts of the total program or project costs financed with federal funds and the percentage and dollar amount of the total costs financed by nongovernmental sources.
5. Limited English Proficiency: SUBGRANTEE certifies that it will take reasonable steps to ensure that people with limited English proficiency have meaningful access to health and social services and there is effective communication between the service provider and individuals with limited English proficiency.
6. Resource Conservation: SUBGRANTEE certifies that it will comply with the Resource Conservation and Recovery Act (42 USC 6901) in giving preference in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the EPA (40 CFR parts 247 - 254).
7. Hatch Act: SUBGRANTEE certifies that it will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
8. SUBGRANTEE certifies that it will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
9. SUBGRANTEE certifies that it will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
10. SUBGRANTEE certifies that it will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. 2 CFR 200, "Audits of States, Local Governments, and Non-Profit Organizations."
11. SUBGRANTEE certifies that it will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing the programs funded under this Subgrant Agreement.

AUGUST 1, 2024

12. SUBGRANTEE certifies that it will post the December 2015 version of the AD-475B "And Justice for All" poster.

**ARTICLE XIV. MISCELLANEOUS TERMS AND CONDITIONS**

- A. Limitation of Liability: To the extent permitted by law, Grantor agrees to be responsible for any liability directly relating to any and all acts of negligence by Grantor. To the extent permitted by law, Subgrantee agrees to be responsible for any liability directly related to any and all acts of negligence by Subgrantee. In no event shall either party be liable for any indirect or consequential damages, even if Grantor or Subgrantee knew or should have known of the possibility of such damages.
- B. Choice of Law; Partial Invalidity: This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Subgrant Agreement impossible.
- C. Construction: Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by Grantor to Subgrantee that is not specifically set forth in state and federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, ODJFS, Grantor, or any of the officers or employees of the State of Ohio, ODJFS or Grantor.

**\*The full contract can be found on file in the Commissioners office.**

**DJFS – EXECUTIVE SESSION**

At 10:11 a.m. the president entertained a motion to enter into executive session with DJFS Director Dana Glassburn concerning potential contracts and 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 10:38 a.m.; No action taken.

**DJFS – PERSONNEL**

Dana Glassburn, JFS Director, referenced the Commissioners approval from March 7, 2024, establishing two (2) temporary CPS Caseworker team lead assignments with each assignment permitted to last up to but not to exceed six months per assignments. The six-month period would end on September 7, 2024. Director Glassburn stated the two assigned team leads are doing extremely well. To continue the work of building a sustainable CPS organizational structure that can withstand the constant turn over in the CPS jobs, Director Glassburn recommends ending the team lead designation effective August 9, 2024 and establish two (2) temporary Assistant Supervisor assignments, for the two currently assigned team leads, with \$1.50 per hour additional compensation while serving in the temporary assistant supervisor assignment, with such temporary stipend to be discontinued upon removal from the temporary assistant supervisor assignment. The temporary assistant supervisor assignment authorization shall start August 10, 2024, and remain authorized up to but not to exceed March 31, 2025. The President entertained a motion to accept the temporary assistant supervisor assignment as recommended by Director Glassburn. Ms. Henry moved, and Mr. Smith seconded the motion. Roll call votes: Mr. Stapleton, yes, Ms. Henry, yes, Mr. Smith, yes.

**GALLIA COUNTY  
DEPARTMENT OF JOB AND FAMILY SERVICES**

DJFS Director Dana Glassburn presented the following Contract for approval: 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.

**PURCHASE OF SERVICE VENDOR CONTRACT**

This contract is entered into between the Gallia County Department of Job and Family Services (GCDJFS) and ARTA Consulting, LLC (Contractor), for the purchase of Children Service coordinator/trainer.

- I. **TERM**  
This contract will be effective from 08/01/2024 through 07/31/2025 inclusive, unless otherwise terminated or extended by formal amendment.  
  
Reimbursement: Up to One Hundred and four thousand dollars and zero cents (\$104,000.00).
- II. **SCOPE OF SERVICE**  
Subject to the terms and conditions set forth in this contract and the attached proposal.
- III. **BILLING AND PAYMENT**

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

AUGUST 1, 2024

Billing -Invoices will be submitted to GCDJFS within 15 days of the end of the service month for services rendered during the month. The GCDJFS will review the invoice for completeness and accuracy prior to making payment within 30 days after receipt of an accurate invoice. The GCDJFS will make payment for all invoices received in accordance with the terms of this contract. Payment shall be made only for those services authorized by the GCDJFS.

**IV. ELIGIBILITY FOR SERVICES**

The Contractor shall provide service to eligible individuals or families as authorized by the GCDJFS. The Contractor will not require clients to repay or work in return for the services provided under this contract.

**V. DUPLICATE BILLING**

The Contractor warrants that claims made to GCDJFS for payment for services provided shall be for actual services rendered to eligible individuals as authorized by the GCDJFS and do not duplicate claims made by the Contractor to other sources of funds public or private for the same service.

Nothing in this provision shall be interpreted to prohibit use of multiple sources of public funds to serve program participants as long as the GCDJFS contract funds supplement and do not supplant existing funds used for providing the services under this contract.

**VI. AVAILABILITY AND RETENTION OF RECORDS**

The Contractor shall retain and make available for audit by GCDJFS, the State of Ohio (including, but not limited to, Ohio Department of Job and Family Services, the Auditor for the State of Ohio, Inspector General, or duly appointed law enforcement officials), and agencies of the United States government all records relating to the service provided under this contract and supporting documentation for invoices submitted to GCDJFS by the Contractor for a minimum of three (3) years after payment under this contract. If an audit begins during this period, the Contractor shall retain such records until the conclusion of the audit and resolution of all related issues.

**VII. EVALUATION AND MONITORING**

GCDJFS with cooperation of the Contractor will complete periodic monitoring and evaluation activities as deemed necessary by GCDJFS to ensure compliance with the terms of the contract.

**VIII. CONFLICT OF INTEREST**

This contract in no way precludes, prevents, or restricts the Contractor from obtaining and working under an additional contractual arrangement(s) with other parties aside from GCDJFS, assuming the contractual work in no way impedes the Contractor's ability to perform the services required under this contract. The Contractor warrants that at the time of entering into this contract, it has no interest in nor shall it acquire any interest, direct or indirect, in any contract, which will impede its ability to perform the services under this contract.

The Contractor further agrees that no GCDJFS officers, Board of County Commissioners, or employees of the county involved in the development of the specifications or the negotiations of the contract has any financial interest in the contract. The Contractor has no knowledge of any situation, which would be a conflict of interest. It is understood that a conflict of interest occurs when a Public Official and/or a "member of the Public Officials immediate family" and/or "business associate", (Refer to Ohio Ethics Commission advisory Opines 2009-06, 2008-03, 1990-010, and 1980-001), will gain financially or receive personal favors or any other benefit as defined by Law and/or Ohio Ethics Commission Opinion and/or any other Authoritative Opinion and/or Bulletin applicable to this contract, as a result of the signing or implementation of this contract.

The Contractor shall report the discovery of any potential conflict of interest to GCDJFS. Should a conflict of interest be discovered during the term of this contract, GCDJFS may exercise any right under the contract including termination of the contract.

**IX. ASSIGNMENTS AND SUBCONTRACTS**

The Contractor shall not assign this contract without the prior written approval of GCDJFS. The Contractor shall not subcontract any of the services agreed to in this contract without the express written consent of the GCDJFS. All subcontracts are subject to the same terms, conditions, and covenants contained within this contract. The Contractor is responsible for making direct payment to all subcontractors for any of the services provided by such a contractor.

**X. GOVERNING LAW**

This contract and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio.

**XI. INTEGRATION AND MODIFICATION**

The instrument embodies the entire contract between the parties. There are no promise, terms, conditions, or obligations other than those contained within this contract. This contract shall supersede all previous communications, representations, or contracts, either written or oral, between the parties to this contract. The parties shall not modify this contract in any manner except by an instrument, in writing, executed by all parties to this contract.

**XII. SEVERABILITY**

If any term or provision of this contract or the application of such term or provision to an person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this contract or the application of such term or provision to any persons or circumstances other than those as to

AUGUST 1, 2024

which it is held to be invalid or unenforceable, shall remain unaffected and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

**XIII. TERMINATION**

Either party may terminate this contract by notice, in written, delivered upon the other party before the effective date of termination. Should the Contractor wish to terminate this contract, the Contractor must deliver the notice of termination 30 days before the effective date of termination. Should GCDJFS wish to terminate this contract, GCDJFS may do so immediately upon delivery of the termination notice. The parties further agree that should the contract be terminated, or the Contractor become unable to provide the services agreed to in this contract for any reason, such service as the Contractor has provided upon the date of termination or of its inability to continue the terms of this contract shall be eligible to be billed and paid according to the provisions of Section III-BILLING AND PAYMENT.

The parties further agree that should the contract be terminated or the Contractor become unable to complete the work requested in this contract for any reason, such work as the Contractor has completed upon the date of termination or of its inability to continue the terms of this contract shall become the property of GCDJFS. The GCDJFS shall not be liable to tender and/or pay to the Contractor any further compensation after the termination of the contract or the Contractor's inability to complete the terms of the contract, which date shall be the date of termination, unless extended upon request by the GCDJFS. Notwithstanding the above, the Contractor shall not be relieved of liability to the GCDJFS for damages sustained by the GCDJFS by virtue of any breach of the contract by the Contractor. GCDJFS reserves the right to legal, administrative, and contractual remedies for damages sustained by the GCDJFS by virtue of any breach of the contract by the Contractor. GCDJFS may withhold any compensation to the Contractor until the amount of damages due the GCDJFS from the provider is agreed upon or otherwise terminated.

**XIV. COMPLIANCE**

The Contractor certifies that the Contractor and all subcontractors who provide direct or indirect services under this contract will comply with all requirements of federal laws and regulations and state statutes in the conduct of work in this contract. Specifically the Contractor shall ensure compliance with the following:

- Copeland Anti- Kickback Act**
- Davis- Bacon Act**
- Sections 103 and 107 of the contract work hour**
- And Safety Standards Act**
- Energy Policy and Conservation Act**

The Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions required for the performance of the work by the Contract's full time employees.

The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business in the state of Ohio has been obtained and shall be maintained throughout this contract. In the absence of such approvals, licenses, or other qualifications, this contract shall be void as of the first effective date and any payment incurred during which said contract is void shall be returned to GCDJFS.

**XV. MAINTENANCE OF EFFORT**

The Contractor warrants the services provided under the terms of this contract are in addition to those services the Contractor would normally provide and will not be reduced in any way because of this contract.

**XVI. NON-DISCRIMINATION**

The Contractor certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and non-discrimination laws and regulations including but not limited to Title VI and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act as amended, and the Ohio Civil Rights Law.

During the performance of this contract, the Contractor will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief, or place of birth. It treats all employees and contract workers without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief, or place of birth. Such action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and state non-discrimination laws.

The Contractor agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything related to this contract, or in reference to any contractors or subcontractors of said Contractor.

**XVII. RELATIONSHIP**

Nothing in this contract establishes a partnership, association, or joint venture with the Contractor in the conduct of the provisions of this contract. The Contractor shall at all times have the status of an

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

AUGUST 1, 2024

independent without the right or authority to impose tort, contractual, or any other liability on GCDJFS or its Board of County Commissioners.

**XVIII. NOTICE**

Any notice to GCDJFS shall be sufficient if sent by certified mail, return receipt requested, provided that such notice states that it is a formal notice related to the contract. Any notice to the Contractor shall be sufficient if sent certified mail, return receipt requested, provided that such notice states that it is a formal notice related to this contract. GCDJFS reserves the right to use other forms of written notices if deemed appropriate by GCDJFS.

**XIX. DISCLOSURE**

The Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that said Contractor has with a county employee or employee's business, or about any business relationship or financial interest that a county employee (including a member of the Public Officials immediate family) has with the Contractor or in the Contractor's business.

**XX. INSURANCE**

The Contractor shall comply with the laws of the State of Ohio relating to insurance coverage and shall carry and keep in full force, during the performance of this contract, Worker's Compensation Insurance. A copy of the document evidencing said Worker's Compensation shall be furnished to GCDJFS prior to commencement of services provided by the Contractor.

The Contractor agrees to obtain and maintain, at their expense, at all times throughout the term of this contract, a policy of professional liability and commercial general liability insurance with an insurance company licensed in the State of Ohio.

The Contractor shall furnish to GCDJFS upon 1<sup>st</sup> day of contract a Certificate of Insurance certifying the types and minimum amounts of insurance. Said Certificate shall include a "Notice of Cancellation" clause with notification being sent 30 days prior to cancellation to GCDJFS. Cancellation of insurance will constitute a default, which, if not remedied within the 30 day notification period, shall cause immediate termination of the contract by GCDJFS.

**XXI. CONFIDENTIALITY**

The Contractor agrees to comply with all federal and state laws (HIPPA) applicable to GCDJFS and/or consumers of GCDJFS concerning confidentiality of GCDJFS consumers. The Contractor understands that any access to the identities of any GCDJFS consumers shall be as necessary for the purpose of performing its responsibilities under this contract. The Contractor agrees that the use or disclosure of information concerning GCDJFS consumers for any purpose not directly related to the administration of this contract is prohibited.

**XXII. AUDIT RESPONSIBILITY**

The Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit by appropriate federal, state, or local auditors directly related to the provision of this contract. Audits will use a "sampling" method. Depending on the type of audit conducted, the areas to be reviewed using the "sampling" method may include, but are not limited to, month's expenses, total units, and billable units. If the audit finds errors, GCDJFS will apply the error rate of the sample period to the entire audit period.

The Contractor agrees to repay GCDJFS the full amount of payment received for duplicate billings, erroneous billings, or false or deceptive claims. When an overpayment is identified and the Contractor cannot repay the overpayment in one month, the Contractor will sign a "Repayment of Funds Agreement." The Contractor recognizes and agrees GCDJFS may withhold any money due and recover through any appropriate method any of the money erroneously paid under this contract if evidence exists of less than full compliance with this contract. If payments are not made according to the agreed upon terms, future checks will be held until the repayment of funds is current. GCDJFS will cancel and not reissue checks held more than 60 days. GCDJFS also reserves the right not to increase the rate(s) of payment or the overall contract amount for services purchased under this contract if there is any outstanding or unresolved issue related to an audit finding.

GCDJFS may allow a change in the terms of the repayment contract. Any change will require formal amendment to the repayment contract signed by all parties. GCDJFS may allow an amendment to the repayment contract to address the development of any additional changes or issues.

**XXIII. WARRANTY**

The Contractor warrants that its services and/or goods shall be performed and/or provided in a professional and work like manner in accordance with applicable professional standards and as identified in Section II Scope of Service.

**XXIV. AVAILABILITY OF FUNDS**

This contract is contingent upon the availability of federal, state, or local funds appropriated or allocated for payment of this contract. If funds are not allocated and available for the continuance of the products or services provided by the Contractor, GCDJFS may terminate the products or services provided by the Contractors at the end of the period for which funds are available. GCDJFS in the event this provision is exercised, and GCDJFS shall not be obligated or liable for any future payments due or for any damages resulting from termination under this provision.

**XXV. APPROVAL**

AUGUST 1, 2024

This contract is conditioned upon approval of the Gallia Board of County Commissioners. If the Board of County Commissioners does not approve the contract, the contract shall be terminated under this provision. GCDJFS shall notify the contractor at the earliest possible time of failure to receive Board approval. GCDJFS shall not be liable for any damages that result from termination under this provision.

**XXVI. FORCE MAJEURE**

If by reason of force majeure, the parties are unable in whole or in part to act in accordance with this contract, the parties shall not be deemed in default during the continuance of such inability provided, however, that the Contractor shall only be entitled to the benefit of this paragraph for fourteen (14) days if the event of force majeure does not affect GCDJFS property or employees which are necessary to the Contractor's ability to perform.

The term "Force Majeure" as used herein shall mean without limitation: Acts of God; strikes or lockouts; acts of public enemies; insurrections; riots; epidemics; lightning; earthquakes; fires; storms; floods; washouts; droughts; arrests; restraints of government and people; civil disturbances; and explosions.

The Contractor shall remedy with all reasonable dispatch any such cause to the extent within its reasonable control, which prevents the Contractor from carrying out its obligations contained herein.

**XXVII. LEGAL STATUS**

Any legal action brought pursuant to the contract will be filed in a court of competent jurisdiction Gallia County and Ohio law will apply.

**XXVIII. CHILD SUPPORT ENFORCEMENT**

The Contractor agrees to cooperate with GCDJFS, ODJFS, and any other Child Support Enforcement Agency in ensuring that the Contractor's employees meet child support obligations established under state law. Further, by executing this contract, the Contractor certifies present and future compliance with any order for the withholding of support, which is issued pursuant to sections 3113.21 and 3113.214 of the Ohio Revised Code.

**XXIX. CLEAN AIR ACT**

The Contractor shall comply with all applicable standards, orders, and requirements issued under section 306 of the Clean Air Act 42 USC 1857(h), Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40 CFR Part 15, which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included in the EPA List of Violating Facilities. The Contract is required to report any violations to the state/county agency and to the U.S. EPA Assistant Administrator for Enforcement (EN-329).

**XXX. DEBARMENT AND SUSPENSION**

Contracts shall not be made to parties on the nonprocurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Order 12549 and 12689. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. The burden of proof is on the agency. If a Contractor filed an erroneous certification, the Contract will reimburse the agency the full amount of the contract plus any fines, penalties, etc.

**XXXI. LOBBYING**

A Contractor who applies for bids for an award of more than \$100,000 shall file certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

**XXXII. PUBLIC RECORDS**

This contract is a matter of public record under the laws of the state of Ohio. The Contractor agrees to make copies of this contract promptly available to any requesting party. Upon request made pursuant to Ohio law, GCDJFS shall make available the contract and all public records generated as a result of this contract.

By entering into this contract, the Contractor acknowledges and understands that records maintained by the Contractor pursuant to this contract may be deemed public record and subject to disclosure under Ohio law. The Contractor shall comply with the Ohio public records law.

**XXXIII. DRUG-FREE WORKPLACE**

The Contractor certifies and affirms that the Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. The Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this contract, while working on state, county, or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in anyway.

**XXXIV. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH**

Although information about and generated under this contract may fall within the public domain, Contract/Bidder will not release information about or related to this contract to the general public or

AUGUST 1, 2024

medial verbally, in writing, or by any electronic means without prior approval from the GCDJFS, unless Contractor/Bidder is required to release requested information by law. GCDJFS reserves the right to announce to the general public and media: award of the contract, contract terms and conditions, scope of work under the contract, deliverables, results obtained under the contract, impact of contract activities, and assessment of Contractor/Bidder's performance under the contract. Except where GCDJFS approval has been granted in advance, the Contractor/Bidder will not seek to publicize and will not respond to unsolicited media queries requesting: announcement of contract award, contract terms and conditions, contract scope of work, government furnished documents GCDJFS may provide to Contractor/Bidder to fulfill the contract scope of work, deliverables required under the contract, results obtained under the contract, and impact of contract activities. If contacted by the media about this contract, Contractor/Bidder agrees to notify the GCDJFS in lieu of responding immediately to media queries. Nothing in this section is meant to restrict Contractor/Bidder from using contract information and results to market to specific clients or prospects.

**XXXV. AMENDMENTS**

All amendments shall be in writing and executed by both parties. All amendments and changes shall be dated and become part of the original contract. Changes to this contract as a result of changes in federal and/or state law may be made to this contract by GCDJFS through the notification process in section XVIII of this contract; however it is the responsibility of the contractor to be aware of any such federal and/or state law changes.

\*The full contract can be found on file in the Commissioners office.

**ARC OF APPALACHIA – RESOLUTION**

ARC of Appalachia presented the following resolution for approval:

**BE IT HEREBY RESOLVED**, that the Commissioners of Gallia County, recognize that the non-profit Highlands Nature Sanctuary, dba Arc of Appalachia Preserve System, wishes to submit a Clean Ohio Grant proposal for funding assistance to purchase 85.66 acres owned by Wilderness East and located on CH&D Road, Greenfield Township, Gallia County. It is further recognized that the state-administered Clean Ohio program requires all submitting organizations to obtain a resolution from the presiding Township Trustees and County Commissioners in order for the grant application to meet eligibility requirements; and

**WHEREAS**, it is understood by all parties that neither the Gallia County Commissioners nor the Greenfield Township Trustees would assume any financial obligations, governing regulations, or liability as a result of the purchase of the Property;

**NOW THEREFORE BE IT RESOLVED**, that the Commissioners of Gallia County do not oppose of the Highlands Nature Sanctuary's submission of a grant application to Clean Ohio in Round 19 for the acquisition of the 85.66-acre property from Wilderness East.

David K. Smith made a motion to accept the above resolution, Leslie Henry seconded the motion. The roll being then called for the adoption of the resolution, and the results of the vote being as follows: Leslie Henry, yea; David K. Smith, yea; and Q. Jay Stapleton, yea.

8/1/2024

*s/Q. Jay Stapleton*

*s/Leslie Henry*

*s/David K. Smith*

*s/Amanda Phillips, clerk*

**PROSECUTOR – DELINQUENT TAX FORCLOSURES**

County Prosecutor Jason Holdren and Assistant Prosecuting Attorney David Evans met with the Commissioners to give an update on delinquent tax foreclosure initiative status. No action taken.

**SHERIFF – CRUISER SALE**

Sheriff Matt Champlin met with the Commissioners to inform them that the Rio Grande Police Department had expressed the need for the 2013 Ford Explorer Cruiser that is not currently being used. Mr. Champlin stated that the department had made an offer of \$5000.00 for the cruiser. President Stapleton entertained a motion to sell the cruiser in the amount offered. David K. Smith moved and Leslie Henry seconded the motion. Roll call: Mr. Stapleton, nay; Ms. Henry, yea; Mr. Smith, yea.

**SHERIFF – BUCKEYE HILLS CONSULTANT AGREEMENT**

Sheriff Matt Champlin submitted the following agreement for approval: David K. Smith moved to approve the agreement as presented, Leslie Henry seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea.

AUGUST 1, 2024

## CONSULTANT AGREEMENT

This agreement is entered into on August 1, 2024, by and between the Gallia-Jackson-Vinton Joint Vocational School District Board of Education ("Board") and the Gallia County Sheriff's Office ("Consultant"), an independent contractor, for the provision of services by the Consultant to the Board.

## 1. SERVICES TO BE PROVIDED BY THE CONSULTANT

The Consultant shall provide the service of a Resource Officer for the 2024-2025 contractual year, chosen by mutual agreement between Buckeye Hills and the Sheriff's Office. This Agreement is for one Resource Officer at Buckeye Hills Career Center for 40 hours per week for a total of 200 days. The Contracted Deputy for the detail will remain available to the school for use as much as possible. The Sheriff can call upon the deputy for emergency use as required. During the 2024-2025 school year, the deputy working this contract will be required to be a member of the School Resource Association and attend School Resource Officer Conference Training within the year.

The Consultant shall exercise independent professional judgment at all times and shall determine the manner by which the described services are to be rendered. Services shall be provided in accordance with all applicable laws, rules and regulations, including policies and regulations of the Board. The Consultant shall maintain strict confidentiality with respect to all services rendered. Notwithstanding the Consultant's status as an independent contractor, the Board has the right to monitor the Consultant's performance in order to ensure a high level of quality in the services provided and in the relationship between the Consultant and the recipient(s) of services or others with whom the Consultant interacts in performing this Agreement.

## 2. FEES

The Board shall pay the Consultant \$35.27 per hour if the Resource Officer opts for the single plan.

The Board shall pay the Consultant \$44.30 per hour if the Resource Officer opts for the family plan.

The Board shall pay Consultant \$300 per month per cruiser.

The Consultant shall provide necessary uniforms and equipment.

The Consultant shall provide documentation of services as required by the Board, and payment shall be made within 30 days of receipt of documentation.

Rates are subject to change per the deputy's union contract and if health insurance increases.

## 3. FREQUENCY OF SERVICES

The Consultant shall provide the quality of services during the term of this Agreement:

Services described in Item No. 1 above.

## 4. TERM

This Agreement shall be in effect from August 2024 - July 2025 unless earlier terminated by either party.

The Board may terminate this Agreement at any time by giving notice to the Consultant at the address contained herein if the Board determines, in its sole discretion exercised in good faith, that the Consultant has violated any applicable law, rule, regulation or policy; failed to perform any duty or warranty under this Agreement; or made a misrepresentation which materially affects the level or quality of services; or if the Board is otherwise dissatisfied with the Consultant's performance.

## 5. RELATIONSHIP OF THE PARTIES

The Consultant is an independent contractor and may not hold himself/herself out to individuals receiving services or to others as the employee or agent of the Board. The Consultant is not required to perform services exclusively for the Board and may perform the same or similar services for others. The Consultant is responsible for all expenses incurred in rendering services under this Agreement, and the Consultant agrees to hold the Board harmless from any such expenses. At his/her sole cost, the Consultant shall maintain all licenses/certifications required by law, shall secure professional liability insurance and any other insurance required by law, and shall pay all taxes and/or fees required by law.

The Consultant shall indemnify and hold the Board harmless from and against any claim asserted by, or any liability to, any person on account of injury, death or damage to property arising out of the Consultant's acts or omission in the performance of the Agreement. If required by law, the Board shall make contributions to the Public School Employees Retirement System on behalf of the Consultant. Any services provided by the Consultant pursuant to this Agreement are in the nature of personal services and may not be subcontracted or assigned without the prior written consent of the Board.

AUGUST 1, 2024

6. MISCELLANEOUS PROVISIONS

This Agreement creates no third party beneficiaries.

This document sets forth the entire Agreement of the parties and supersedes all prior agreements or contracts, whether oral or written, between the parties.

\*The full contract can be found on file in the Commissioners office.

**PROCLAMATION – CHILD SUPPORT AWARENESS MONTH**

DJFS Director Dana Glassburn submitted the following proclamation for approval:

**WHEREAS**, Ohio acknowledges that support from both parents is essential to meeting children's physical, social, and emotional needs and laying the groundwork for their future success; and

**WHEREAS**, Ohio is committed to helping families access community resources that can help them overcome barriers to paying child support; and

**WHEREAS**, Ohio's Child Support Program is dedicated to collaborating with multiple agencies and organizations to strengthen families and prioritize children's wellbeing; and

**WHEREAS**, Ohio recognizes parents, child support professionals, government agencies, employers, and other partners that help ensure children receive the support they need; and

**NOW, THEREFORE, WE**, the Gallia County Commissioners, do hereby proclaim the month of August as Child Support Awareness Month in the County of Gallia, State of Ohio, on this 1<sup>st</sup> day of August 2024.

*s/R. Jay Stapleton*

*s/Leslie Henry*

*s/David K. Smith*

David K. Smith made a motion to approve the above proclamation, Leslie Henry seconded the motion. The roll being then called for the adoption of the resolution, and the results of the vote being as follows:  
Leslie Henry, yea; David K. Smith, yea; and Q. Jay Stapleton, yea.

**SPECIAL PROJECTS – GRANT AGREEMENT**

Special Projects Manager, Tom White presented the Commissioners with the grant agreement between the State of Ohio and the Gallia County Commissioner's for the Gallia County Sheriff Office Renovation project in the amount of \$225,000.00. President Stapleton entertained a motion that would allow Mr. White to sign the agreement as presented on behalf of the County. David K. Smith moved and Leslie Henry seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea.

**SPECIAL PROJECTS – GRANT AGREEMENT**

Special Projects Manager, Tom White presented the Commissioners with the grant agreement between the State of Ohio and the Gallia County Commissioner's for the Gallia County Council on Aging New Facility project in the amount of \$2,500,000.00. President Stapleton entertained a motion that would allow Mr. White to sign the agreement as presented on behalf of the County. Leslie Henry moved and David K. Smith seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea.

**SPECIAL PROJECTS – BETH ROSE AUCTION CO. RESOLUTION**

Special Projects Manager Tom White presented the following Resolution for approval: David K. Smith moved to approve the Resolution as presented, Leslie Henry seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea.

**WHEREAS**, Theo Board of Gallia County Commissioners has prior resolved that, pursuant to O.R.C. Section 307.09, the interests of the County require that it sell the attached described real property, which is not needed for public use by public auction.

**WHEREAS**, the Board of County Commissioners of Gallia County, Ohio, is record title owner of the described real property attached hereto and marked Exhibit "A" pursuant to deed of record in Book 704, Page 555, Official Records of Gallia County, Ohio.

**WHEREAS**, Gallia County will offer the attached described real property, pursuant to O.R.C. Sections 307.09 and 307.10, for sale at public auction on, after giving at least thirty days notice of the auction by publication in a newspaper of general circulation in the county.

AUGUST 1, 2024

**WHEREAS**, The date of publication of the advertisement for said public auction shall be arranged with River Cities Tribune.

**WHEREAS**, The Board of Gallia County Commissioners has approved and authorized entering into a Listing Agreement with Beth Rose Auction Co., LLC/LOSS REALTY GROUP to sell the attached described real property, and hereby authorizes said Beth Rose Auction Co., LLC/LOSS REALTY GROUP to conduct the public auction pursuant to the terms of said listing agreement regarding said attached described real property.

**NOW THEREFORE WE, THE BOARD OF COMMISSIONERS OF GALLIA COUNTY, OHIO, DO HEREBY AGREE TO THIS RESOLUTION BY SIGNING BELOW**, on this 1<sup>st</sup> day of August 2024.

*s/R. Jay Stapleton*  
*s/Leslie Henry*  
*s/David K. Smith*

#### SPECIAL PROJECTS – MIDDLETON ESTATES RESOLUTION

Special Projects Manager Tom White presented the following Resolution for approval: David K. Smith moved to approve the Resolution as presented, Leslie Henry seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea.

**WHEREAS**, The Board of Gallia County Commissioners has determined that, pursuant to O.R.C. Section 307.09, the interests of the County require that it sell the attached described real property, which is not needed for public use.

**WHEREAS**, the Board of County Commissioners of Gallia County, Ohio, is record title owner of the described real property attached hereto and marked Exhibit "A" pursuant to deed of record in Book 704, Page 555, Official Records of Gallia County, Ohio.

**WHEREAS**, Gallia County will offer the attached described real property, pursuant to O.R.C. Sections 307.09 and 307.10, for sale at public auction, after giving at least thirty days notice of the auction by publication in a newspaper of general circulation in the county.

**WHEREAS**, The Board of Gallia County Commissioners may reject any and all bids.

**WHEREAS**, The successful bidder must not have delinquent taxes on any parcel in Gallia County, Ohio.

**WHEREAS**, The date of publication of the advertisement for said public auction shall be arranged with River Cities Tribune.

**NOW THEREFORE WE, THE BOARD OF COMMISSIONERS OF GALLIA COUNTY OHIO DO HEREBY AGREE TO THIS RESOLUTION BY SIGNING BELOW**, on this 1<sup>ST</sup> day of August 2024.

*s/R. Jay Stapleton*  
*s/Leslie Henry*  
*s/David K. Smith*

#### OHIO VALLEY BANK REQUEST

County Administrator Brian Rutherford submitted a request from OVB in regards to remove allowable signatures for the Gallia Co. Clerk of Courts, Noreen Saunders and Mary Ann Stapleton. Mr. Rutherford stated they were requesting to add Anita Moore, the newly appointed Clerk of Courts, and retain Mary Newsome and Shelly Henson as allowable signatories. David K. Smith moved to make the change as requested, Leslie Henry seconded the motion. Roll call: Mr. Stapleton, abstain; Ms. Henry, yea; Mr. Smith, yea.

#### COMMISSIONERS – EXECUTIVE SESSION

At 12:14 p.m. the president entertained a motion to enter into executive session with County Administrator Brian Rutherford to discuss contracts. Leslie Henry moved and David K. Smith seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, absent. Returned to regular session at 12:19 a.m.; No action taken.

#### CLERK OF COURTS LEASE

County Administrator Brian Rutherford presented the Commissioners with a 2 year lease proposal for Clerk of Courts, located at 499 Jackson Pike, Gallipolis Ohio. Mr. Rutherford suggested presenting a proposal to the Clerk of Courts in the amount of \$2400.00 per month for two years beginning August 1, 2024. The lease is currently set at \$1200.00 per month for two years. President Stapleton entertained a motion to allow Mr. Rutherford to move forward with the proposal. David K. Smith moved and Leslie Henry seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea.

AUGUST 1, 2024

SHERIFF – GALLIA COUNTY LOCAL SCHOOLS CONSULTANT AGREEMENT

Sheriff Matt Champlin submitted the following agreement for approval: Leslie Henry moved to approve the agreement as presented, Q. Jay Stapleton seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, absent.

Gallia County Local School District  
4836 SR 325 Office: 740-379-9085  
Patriot, OH 45658 Fax: 740-379-9135

## CONSULTANT AGREEMENT

This Agreement is entered into on the 1st day of August, 2024 by and between the Gallia County Local School District Board of Education ("Board") and Gallia County Sheriff's Office (Consultant"), an independent contractor, for the provision of services by the Consultant to the Board.

## I. SERVICES TO BE PROVIDED BY THE CONSULTANT

The Consultant shall provide the following services:

The Service of two (2) full time School Resource Deputies for eight (8) hour per day each for the 2024-2025 school year. The Student Resource Deputies will be assigned by the Gallia County Local School Board.

The Consultant shall exercise independent professional judgment at all time and shall determine the manner by which the described services are to be rendered. Services shall be provided in accordance with all applicable laws, rules and regulations, including policies and regulations of the Board. The Consultant shall maintain strict confidentiality with respect to all services rendered. Notwithstanding the Consultant's status as an independent contractor, the Board has the right to monitor the Consultant's performance in order to ensure a high level of quality in the services provided and in the relationship between the Consultant and the recipient(s) of services or others with whom the Consultant interacts in performing this Agreement.

## II. FEES

The Board shall pay the Consultant \$29.91 per hour for Deputy A plus an additional \$174.87 monthly for his insurance incentive and \$31.01 per hour for Deputy B for the 2024-2025 school year. These rates include family insurance plans are subject to change to allow for wage increases per their FOP contract and increases in hospitalization. The Consultant shall provide documentation of services as required by the Board, and payment shall be made within thirty (30) days of receipt of documentation. The Board shall pay \$200 per month per cruiser to the Gallia County Sheriff's Office.

## III. FREQUENCY OF SERVICES [Select Option]

The Consultant shall provide the described services on an as-needed basis upon request of the Board's superintendent, who shall have the sole discretion to determine the quantity of services, if any, to be provided by the Consultant under this Agreement; use of the Consultant shall not create any expectation regarding further use, and the Board shall have no continuing obligation to utilize the services of the Consultant during the term of this Agreement or thereafter.

OR

X The Consultant shall provide the following quantity of services during the term of this Agreement, two (2) full time School Resource Deputies for eight (8) hours per day each.

## IV. TERM

This Agreement shall be in effect from the assignment from August 2024 through May 2025 unless earlier terminated by the Board. The Board or consultant may terminate this Agreement at any time by giving notice to the other party at the address contained herein if the Board or consultant determines, in its sole discretion exercised in good faith, that the other party has violated any applicable law, rule, regulation, or policy; failed to perform any duty or warranty under this

Agreement; or made a misrepresentation which materially affects the level or quality of services; or if the Board is otherwise dissatisfied with the Consultant's performance.

## V. RELATIONSHIP OF THE PARTIES

The consultant is an independent contractor and may not hold himself/herself out to individuals receiving services or to others as the employee or agent of the Board. The Consultant is not required to perform services exclusively for the Board and may perform the same or similar services for others. The Consultant is responsible for all expenses incurred in rendering services under this Agreement, and the Consultant agrees to hold the Board harmless from any such expenses. At his or her sole cost, the Consultant shall maintain all licenses/certifications required by law, shall secure professional liability insurance and any other insurance required by law, and shall pay all taxes and/or fees required by law. The Consultant shall indemnify and hold the Board harmless from and against any claim asserted by, or any

AUGUST 1, 2024

liability to, any person on account of injury, death, or damage to property arising out of the Consultant's acts or omissions in the performance of the Agreement. Any services provided by the Consultant pursuant to this Agreement are in the nature of personal services and may not be subcontracted or assigned without the prior written consent of the Board.

The Gallia County Sheriff's Office will be the exclusive provider of this service during this agreement.

VI. MISCELLANEOUS PROVISIONS

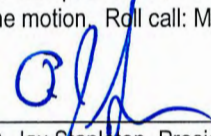
This Agreement creates no third party beneficiaries.

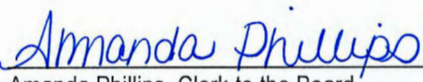
This document sets forth the entire agreement of the parties and supersedes all prior agreements or contracts, whether oral or written between the parties.

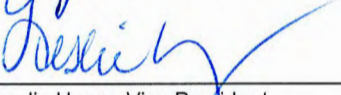
\*The full contract can be found on file in the Commissioners office.

ADJOURN

At 4:00 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