

**AUGUST 8, 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 August 1, 2024 minutes. David K. Smith moved and Leslie Henry seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
Commissioners	Leslie Henry Jay Stapleton David Smith	8/8/2024	Wellston Ohio	Solid Waste Mtg.

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

2024 Canine Shelter Weekly Report														
Week Ending	Came in	Adopted	Reclaimed	Euthanized	Out to Rescue	MIA	Died (Natural or unknown Causes)	Destroyed (in field)	Total Out	Remaining at shelter	Out to County Foster	In from County Foster	Died in Foster (Natural or Unknown Causes)	Total in Foster
8/4	4	2	0	0	0	0	0	0	2	29	0	0	0	19

**COUNTY – MOWING**

President Stapleton entertained a motion that would allow County Administrator Brian Rutherford authorization to publish public notices of the County's intent to bid out mowing for the Sewer Lagoon on State Route 850 and the Shawnee Lane Property. David K. Smith moved and Leslie Henry seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea.

**E-SIGNATURE GRANT SPONSOR REQUEST FORM**

Grant Administrator Karen Sprague presented the Commissioners with a e-Signature Grant Sponsor Request Form from the FAA that needed signed by the President. President Stapleton entertained a motion that would allow him to sign the form as presented. David K. Smith moved and Leslie Henry seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea.

**FAA 2024 BIL ATP GRANT AGREEMENT APPROVAL  
GALLIA-MEIGS REGIONAL AIRPORT PROJECT**

Grants Administrator Karen Sprague presented the Commission with a grant agreement from the FAA for the FY 2024 Bipartisan Infrastructure Law Airport Terminal Program Grant. This grant agreement is for the Replace General Aviation Terminal Building - Design project. Mr. Stapleton entertained a motion to approve and grant authority to the President of the Board to sign the grant agreement as signed electronically on 8/6/2024 and request the County Budget Commission to create a new fund for this grant titled "2024 FAA BIL ATP Airport Grant", give that grant fund number 421 and increase the amended certificate by this \$1, 769,702.00 grant. It was noted the local match share of \$1,096,212 and will be paid from the matching funds grant fund S-P-21-1AY-1 #39. Leslie Henry moved and David K. Smith seconded this motion. Upon roll call votes were as follows: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea.

**APPROPRIATE FAA 2024 BIL ATP GRANT  
GALLIA-MEIGS REGIONAL AIRPORT PROJECT**

Appropriate the funds into the grant fund titled "2024 FAA BIL ATP Airport Grant", grant fund number 421, \$1,769,702 grant into the following grant line items:

Appropriate	\$1,084,556.00	into	421.0421.531100	title	Terminal Construction
	\$228,196.00	into	421.0421.531101	title	Demolition/Removal
	\$447,687.50	into	421.0421.531102	title	Professional Fees
	\$9,262.50	into	421.0421.531103	title	Administration

Create Revenue Line Items as follows:

Create 421.3000.400100 Payins for FAA 2024 BIL ATP Grant (\$1,769,702)

David K. Smith moved and Leslie Henry seconded this motion. Upon roll call votes were as follows: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea.

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**PROFESSIONAL SERVICES AGREEMENTS - AIRPORT**  
**DELTA AIRPORT CONSULTANTS**

GMCAA Grants Administrator Karen Sprague presented the Commission with the Professional Services Agreements as follows:

- Task Order 3 – Reconstruct Rotating Airport Beacon (BD/CA):
  - Proposal from Delta Airport Consultants for the 2024 FAA BIL ATP grant for Bidding Phase & Construction Administration Services for the Reconstruct Rotating Airport Beacon Project that includes the Scope of Services, Rate Schedule, Fee Summary, Scope of Services with Estimated Hours, Labor Detail and Plan Sheets. The total amount of \$32,000 for the following services:
  - Bidding through Construction Administration Phase Services - \$25,000
  - Travel & Miscellaneous - \$3,000
  - Fixed Fee - \$4,000
- Task Order 4 – Building Demolition, Utility Construction and Site Preparation (BD/CA):
  - Proposal from Delta Airport Consultants for the 2024 FAA BIL ATP grant for Bidding Phase & Construction Administration Services for the Building Demolition, Utility Construction and Site Preparation Project that includes the Scope of Services, Rate Schedule, Fee Summary, Scope of Services with Estimated Hours, Labor Detail, RFP's and Subconsultant Proposals and Plan Sheets. The total amount of \$313,500 for the following services:
  - Bidding through Construction Administration Phase Services - \$175,000
  - Subconsultant – CTL Engineering, Inc. for Quality Acceptance Testing - \$28,000
  - Subconsultant – Garcia Surveyors, Inc. for Construction & Record Drawing Surveys - \$50,500
  - Subconsultant – Ken Weeden & Associates, Inc. for DBE Program Compliance Monitoring - \$7,500
  - Travel & Miscellaneous - \$7,000
  - Per Diem - \$10,000
  - Fixed Fee - \$35,500
- Task Order 5 – Construct Terminal Building (BD/CA):
  - Proposal from Delta Airport Consultants for the 2024 FAA BIL ATP grant for Bidding Phase & Construction Administration Services for the Construct Terminal Building Project that includes the Scope of Services, Rate Schedule, Fee Summary, Scope of Services with Estimated Hours, Labor Detail, RFP's and Subconsultant Proposals and Plan Sheets. The total amount of \$411,500 for the following services:
  - Bidding through Construction Administration Phase Services - \$217,000
  - Subconsultant – Garcia Surveyors, Inc. for Construction & Record Drawing Surveys - \$5,000
  - Subconsultant – Illes Architects, Inc. for Architectural Construction Phase Services - \$93,000
  - Subconsultant – Ken Weeden & Associates, Inc. for DBE Program Update - \$9,500
  - Subconsultant – Ken Weeden & Associates, Inc. for DBE Program Compliance Monitoring - \$18,500
  - Travel & Miscellaneous - \$12,500
  - Per Diem - \$10,000
  - Fixed Fee - \$46,000

These will be paid for in part with the 2024 FAA BIL ATP grant, 2024 FAA AIP grant, ARC Grant S-P-21-1AY-1 & local matching funds. Mr. Stapleton entertained a motion to approve the professional services agreements with Delta Airport Consultants outlined in Task Orders 3, 4 & 5 above, in the total amount of \$757,000. David K. Smith made and Leslie Henry seconded the motion. Roll call votes: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea. Agreements are on file in the County's Airport files.

**DJFS – SUBGRANT AGREEMENT**

Kathy Campbell, DJFS presented the following Agreement for approval: Leslie Henry moved and David K. Smith seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea.

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

**RECITALS**

This Subgrant Agreement between the Gallia County Department of Job and Family Services, (hereinafter referred to as "CDJFS") located at 848 3<sup>rd</sup> Avenue, Gallipolis OH 45631 and Sojourners Care Network (hereinafter referred to as "SUBGRANTEE") (Unique Identifier 089919844) at address 31860 Claypool Hollow Road, McArthur, Ohio 45651 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: Benefit Bridge TANF Reg. 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, Federal Award signed on 10/30/2023. At the time of signing the subgrant the 93.558 CFDA Federal Award had not been signed. CDJFS will place updated Federal Award sign date once received. 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:

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- A. "Grantor" means Gallia County CDJFS
- B. "Subgrantee" means Sojourners Care Network.
- 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**

- (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 Peer Mentor to encourage program engagement, foster hop for life after benefits end and broker resources necessary for success after public assistance ends. Offer intensive and on-going support towards goals of self-sufficiency and provide adequate resources for the family. Collaborate with the benefit Coach, and the Financial Literacy Coach. The peer mentor will have shared lived experience in receiving and successfully transitioning off public assistance. The Peer Mentor will ensure participants gain essential life skills that are important in all areas of life, and will utilize the following types of strategies

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but not limited to: Experiential Life skills development; financial literacy training (hand on experience); health and wellness programs, career development activities, mentorship and peer support and community engagement.

- 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.
- 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 one hundred twenty-three thousand, seven hundred and seventy dollars and seventy-nine cents. (\$123,770.79)
- 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 subgrantee 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 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,

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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 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. The purchase of equipment shall not exceed \$5,000. If over \$5,000 the subgrantee must determine reasonable depreciation and the amount to be applied to the subgrant.
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,

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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.
- 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

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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 Sojourners Care Network, 31860 Claypool Hollow Road, McArthur, Ohio 45651, 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 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

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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.
- 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,

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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, its 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.
- 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).

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- 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.
- 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 is on file in the Commissioners Office.

**AMENDMENT – DELINQUENT TAX AND ASSESSMENT COLLECTION FUND REQUEST**

Clerk to the Board, Amanda Phillips requested to make an amendment to the previous resolution:

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

Ms. Phillips stated that she had spoken to Treasurer Steve McGhee and he expressed the importance to add the start date for this resolution. Resolution will begin calendar year 2025 for the tax year 2024. President Stapleton entertained a motion to allow the amendment. David K. Smith moved and Leslie Henry seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea.

**LEAVE DONATION APPLICATION**

Commissioners received leave donation applications going to James Ashley (IT) from John Grubb (IT). Total hours 80 for the pay period dated 8/9/2024.

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

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ARC OF APPALACHIA – RESOLUTION

The following Resolution was presented by the ARC of Appalachia 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 approximately 870 acres owned by Thomas and Eva Lyon located in Walnut 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 Walnut 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 870-acre property from Thomas and Eva Lyon. Subject to the establishment of an endowment for a payment in lieu of taxes.

David K. Smith made a motion to accept the above resolution, Leslie Henry seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea.

8/8/2024

*s/Q. Jay Stapleton*

*s/Leslie Henry*

*s/David K. Smith*

CLERK OF COURTS – BUILDING LEASE

Anita Moore, the new Clerk of Courts met with the Commission to discuss the recently presented Building Lease Agreement. Ms. Moore stated that she would like some time before signing the lease due to the cost of the new security system for the building. No action taken.

911 – AT&T CONTRACT

Sherry Daines, 911 Director presented the Commissioners with an AT&T contract for the Fax line at the Service Center. David K. Smith moved to allow President Stapleton to sign the contract on behalf of the County. Leslie Henry seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea.

911 – BREAKER PURCHASE

Sherry Daines, 911 Director presented the Commission with a service quote from Buckeye Power Sales to replace the 500-amp circuit breaker for the 911 Center backup generator in the amount of \$6,173.00. Ms. Daines stated that she has the money in her budget to take care of the costs. President Stapleton entertained a motion to allow Ms. Daines to move forward with the purchase of the breaker. David K. Smith made and Leslie Henry seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea.

COLE MASSIE – ECONOMIC DEVELOPMENT

Cole Massie, Director of Economic Development met with the Commissioners to discuss updates on CRA and Port Authority. No action taken.

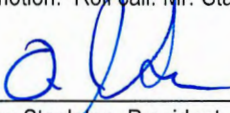
EXECUTIVE SESSION – ECONOMIC DEVELOPMENT

At 11:44 a.m. the president entertained a motion to enter into executive session with Economic Development Director Cole Massie concerning Economic Development. David K. Smith moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, absent; Mr. Smith, yea. Returned to regular session at 11:47 a.m.; No action taken.

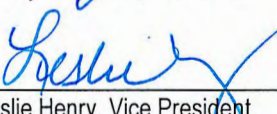
**\*1 pm – Commissioners attended the Solid Waste Meeting in Wellston, Ohio.**

ADJOURN

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

  
\_\_\_\_\_  
Q. Jay Stapleton, President

  
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Amanda Phillips, Clerk to the Board

  
\_\_\_\_\_  
Leslie Henry, Vice President

  
\_\_\_\_\_  
David K. Smith, Commissioner

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