

August 27, 2026

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 Jeremy Kroll. Roll Call: President Jeremy Kroll, present; Vice President Q. Jay Stapleton, present; Commissioner Tony Hughes, present.

The President entertained a motion for approval of the August 20, 2026, minutes. Q. Jay Stapleton moved and Tony Hughes seconded the motion. Roll call: Mr. Kroll, yea; Mr. Stapleton, yea; Mr. Hughes, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
EMA	TIM MILLER	9.3.26	JACKSON OHIO	EMA REGIONAL GRANT MTG.

The President entertained a motion to approve travel requests as submitted. Q. Jay Stapleton moved and Tony Hughes seconded the motion. Roll call: Mr. Kroll, yea; Mr. Stapleton, yea; Mr. Hughes, yea.

2026 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
8/23	6	0	0	0	0	0	0	0	0	25	0	0	0	23

COMMISSIONERS – AMENDMENT TO JOURNAL ENRY 8/13/26

President Kroll entertained a motion to amend the August 13, 2026, Journal Entry approving the creation of a new Personnel/Benefits Coordinator position and moving Susan Hill, currently serving as Payroll Clerk, into the unclassified position at a pay rate of \$27.00 per hour.

The amendment is to add the following provision: It is understood that this wage adjustment is in lieu of participation in any county-wide end of the year wage increase that may be implemented by the County Commissioners for calendar year 2027.

Q. Jay Stapleton moved to approve the amendment as entertained by Mr. Kroll, Tony Hughes seconded. Roll call: Mr. Kroll, yea; Mr. Stapleton, yea; Mr. Hughes, yea.

DJFS – IV-D CONTRACT

Director Dana Glassburn presented the following IV-D Contract with the Clerk of Courts for approval. Q. Jay Stapleton moved to approve and Tony Hughes seconded the motion. Roll call: Mr. Kroll, yea; Mr. Stapleton, yea; Mr. Hughes, yea.

Ohio Department of Job and Family Services
IV-D CONTRACT

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

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

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

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein and are referred to as ODJFS Contract Number 27260101. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

IV-D Contract Terms:

- 1. **IV-D Contract Period:** The IV-D Contract is effective from July 1,2026 through June 30,2027, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.

CASO & HARRIS, INC. — RE-ORDER NO. 26411-24

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2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase, and the Contractor agrees to provide the following Unit of Service for a IV-D case: Filing.

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

3. **Optional Purchase of Non-CSEA Initiated Activities:** In an IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative	Initials of Authorized Court Representative
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4. **IV-D Contract Costs:**

- 4A. **Unit Rate:** The Unit Rate (or Adjusted Unit Rate, if applicable) for this IV-D Contract is \$481.69 per Unit of Service as determined by:
- The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
 - The procurement process for a IV-D Contract with a private entity.

- 4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$57,802.41

5. **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.

- 5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal Share	\$19,652.82	Local Sources
FFP Reimbursement	\$38,149.59	
Total IV-D Contract Cost	\$57,802.41	

- 5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

6. **Performance Standards:** The *performance standards* shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."

7. **Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8am and 4pm on the following days Monday through Friday with the exception of the following days: New Years day, MLK day, Presidents day, Memorial day, Juneteenth, Independence day, Labor day, Columbus day, Veteran's day, Thanksgiving day, Christmas day.

8. **Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:

- **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
- **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.

9. **Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.

When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contractor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days

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after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

10. **Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.
11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third-party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.
15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
17. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
18. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
19. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
20. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
21. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
22. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such actions should include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
23. **Termination:** This IV-D Contract may be terminated:

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- 23A. By mutual agreement at any time after the date on which the two parties reach their decision.
- 23B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
- 23C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
- 23D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
- 23E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
- 23F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

- The date on which the parties reached their decision, in accordance with paragraph 23A;
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less than any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

DJFS – VENDOR CONTRACT

Director Dana Glassburn presented the following Vendor Contract for approval. Q. Jay Stapleton moved to approve, and Tony Hughes seconded the motion. Roll call: Mr. Kroll, yea; Mr. Stapleton, yea; Mr. Hughes, yea.

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

PURCHASE OF SERVICE VENDOR CONTRACT

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

- I. **TERM**
This contract will be effective from 07/01/2026 through 06/30/2027 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**
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**

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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 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 writing, 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

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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 damage 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 Contractor'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 employment, 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 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

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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 1st 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

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

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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 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

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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 in marketing 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.

TRANSIT – PAY SCALE ADJUSTMENT

The Gallia County DJFS Director recommends increasing the starting hourly pay for Transit employees (excluding the Administrator, Supervisor, and Fiscal Officer) by \$1.00 per hour. This would raise the starting pay for drivers from \$13.00 to \$14.00 per hour and the starting pay for Scheduler/Dispatcher positions from \$13.50 to \$14.50 per hour. This increase would be effective for the first full pay from date of approval which is September 5, 2026.

In addition, it is recommended that all currently employed Transit staff (excluding the Administrator, Supervisor, and Fiscal Officer) receive a \$1.00 per hour increase to their current rate of pay, ensuring that no employee's existing hourly rate is reduced or replaced by the new starting rate.

For example, any employee currently earning more than the new starting rate, such as a driver earning \$13.75, would receive a \$1.00 increase and move to \$14.75 per hour.

This pay-scale adjustment is recommended to make Transit positions more competitive and to assist in attracting and retaining qualified employees due to ongoing hiring challenges at the current pay levels.

Tony Hughes moved to approve the pay scale increase as recommended, to take effect at the beginning of the next first full pay period. Q. Jay Stapleton seconded the motion. Roll call: Mr. Kroll, yea; Mr. Stapleton, yea; Mr. Hughes, yea.

COMMISSIONERS – BID OPENING
CLAY TWP EBLIN HOLLOW RD SLIP REPAIR CDBG

At 10:30 a.m. President Kroll opened the following bids for the Clay Twp. Eblin Hollow Rd. Slip Repair Project:

Company	Total Bid
D.G.M. INC.	\$189,730.00
Alan Stone Co. Inc.	\$208,765.00

The County Engineer's Total Project Cost Estimate is \$192,060.00. The bids were turned over to Grants Administrator Karen Sprague for review and a recommendation.

2027 TAX BUDGET

County Administrator Janie Peck submitted the final Tax budget for the fiscal year beginning January 1, 2027, for adoption. President Kroll entertained a motion to adopt and sign the budget as presented. Q. Jay Stapleton moved and Tony Hughes seconded the motion. Roll call: Mr. Kroll, yea; Mr. Stapleton, yea; Mr. Hughes, yea.

911 – COPPER LINES

Sherry Daines, Director of 911, met with Commissioners to discuss options for transitioning AT&T copper phone lines to SIP trunks due to AT&T phasing out the copper line system. A SIP trunk replaces the copper wired phone system with a fiber internet connection.

Once the change is made, the monthly phone expense will be significantly reduced for the emergency service agencies whose ten-digit phone lines are answered at 911 Center.

Commissioners Stapleton moved to authorize Director Daines to choose the best option of two quotes between \$7,000 and \$15,000.00 and sign on behalf of the County. Tony Hughes seconded the motion. Roll call: Mr. Kroll, yea; Mr. Stapleton, yea; Mr. Hughes, yea.

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COMMISSIONERS – RESOLUTION

President Kroll entertained a motion to approve the following Resolution. Q. Jay Stapleton moved and Tony Hughes seconded the motion. Roll call: Mr. Kroll, yea; Mr. Stapleton, yea; Mr. Hughes, yea.

**BOARD OF COUNTY COMMISSIONERS
GALLIA COUNTY, OHIO**

RESOLUTION PERMITTING THE OPERATION OF ALL-PURPOSE VEHICLES ON GALLIA COUNTY ROADS

WHEREAS, Ohio Revised Code 4519.41(B) provides that all-purpose vehicles may be operated on highways in a county road system whenever the local authority having jurisdiction over those highways so permits; and WHEREAS, Ohio Attorney General Opinion 2021-019 concludes that the phrase "local authority" in R.C. 4519.41(B), when used in connection with highways in a county, refers to the board of county commissioners; and WHEREAS, the Board recognizes that all-purpose vehicles are presently operated on local roads and finds that establishing a lawful pathway for compliant operation promotes licensing, registration, visible vehicle identification, financial responsibility, accountability, and cooperation with law enforcement; and WHEREAS, the Board finds that dangerous conduct, including operating a vehicle while under the influence, reckless operation, speeding, fleeing from law enforcement, and other violations, remains prohibited and enforceable notwithstanding this Resolution;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gallia County, Ohio:

- 1. APV Authorization.** All-purpose vehicles, as defined by applicable Ohio law, are permitted to operate on roads within the Gallia County Road system under the jurisdiction of the Board of County Commissioners pursuant to R.C. 4519.41(B), provided the vehicle and operator comply with applicable Ohio law and this Resolution.
- 2. Driver and Financial Responsibility.** An all-purpose vehicle operated pursuant to this Resolution shall be operated by a person holding the valid driver's license required by R.C. 4519.44. The owner/operator shall maintain an appropriate policy of insurance or other proof of financial responsibility covering such operation and shall produce proof as required by law.
- 3. State Registration, Plate, and Equipment.** An all-purpose vehicle operated pursuant to this Resolution shall be titled and registered when required by Chapter 4519 of the Ohio Revised Code and shall display the state-issued registration plate and validation required by Ohio law. The all-purpose vehicle shall comply with equipment requirements applicable under R.C. 4519.20 and rules adopted pursuant to that section.
- 4. No Local APV Bureaucracy.** Gallia County creates no separate all-purpose vehicle inspection, permit, local registration, fee, decal, sticker, or licensing program. Nothing in this Resolution requires an all-purpose vehicle to undergo a Gallia County or Gallia County Sheriff's Office inspection as a condition of operation under Section 1.
- 5. Traffic and Criminal Laws Remain Enforceable.** Nothing in this Resolution authorizes or excuses operating a vehicle while under the influence, reckless operation, speeding, fleeing or eluding, operation without a required driver's license, operation without required registration, or any other conduct prohibited by Ohio law. Applicable traffic and criminal laws remain fully enforceable.
- 6. Jurisdictional Limitation.** This Resolution applies only to roads under the jurisdiction of the Gallia County Board of Commissioners. It does not authorize operation on state highways, municipal streets, township roads, park roads, or other public property outside the Board's jurisdiction.
- 7. Continuing Regulatory Authority.** The Board reserves the authority provided by R.C. 4519.48 and other applicable law to adopt reasonable regulations addressing a demonstrated safety or operational concern on roads or public property under its jurisdiction.
- 8. Liability and Operator Responsibility.** Operators remain solely responsible for lawful and safe operation and for compliance with all applicable laws. Nothing in this Resolution shall be construed to waive any immunity, defense, limitation, or protection available to Gallia County, the Board, or County employees under Chapter 2744 or other Ohio law.
- 9. Severability.** If any provision of this Resolution is determined to be invalid or unenforceable, the remaining provisions shall remain effective to the fullest extent permitted by law.
- 10. Effective Date.** This Resolution shall take effect on 8/27/26.

Adopted this 27th day of August, 2026.

s/R. Jay Stapleton

s/Jeremy Kroll

s/Tony Hughes

s/Amada Phillips

Clerk/Authorized Officer

SEWER DEPT. – AGREEMENT

President Kroll entertained a motion to approve the following Sewer Agreement. Tony Hughes moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Kroll, yea; Mr. Stapleton, yea; Mr. Hughes, yea.

August 27, 2026

SEPTIC WASTE DISPOSAL AGREEMENT

This Septic Waste Disposal Agreement is entered into by and between Gallia County Sewer Department and D&D for the disposal of eligible septic waste at the Bidwell-Porter Lagoon.

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1. Authorization

The County hereby authorizes D&D to transport and discharge eligible septic waste at the Bidwell-Porter Lagoon, subject to the terms and conditions of this Agreement.

2. Maximum Loads

D&D shall be permitted to discharge no more than five (5) truckloads of septic waste per calendar week.

The County reserves the right to modify or suspend the number of permitted loads when necessary for operational, maintenance, environmental, or regulatory reasons.

3. Eligible Waste

Only septic waste originating from residential or other approved properties located within Gallia County, Ohio shall be accepted under this Agreement.

D&D shall be responsible for ensuring that all loads delivered to the Bidwell-Porter Lagoon meet this requirement. Waste originating outside Gallia County shall not be accepted.

4. Delivery Documentation

Upon each delivery, the D&D driver shall complete and submit a disposal slip provided or approved by the Gallia County Sewer Department.

The disposal slip shall include, at a minimum:

- Date and time of delivery;
- Name of the driver;
- Truck identification;
- Gallons delivered;
- Address or location where the septic waste originated; and
- Any other information reasonably requested by the County.

D&D shall provide accurate and complete information for every load delivered.

5. Disposal Fee

The Gallia County Sewer Department shall charge D&D a disposal fee of \$0.10 per gallon of septic waste discharged at the Bidwell-Porter Lagoon.

The number of gallons for each load shall be documented on the disposal slip and used to calculate the applicable fee.

6. Payment

D&D shall be responsible for payment of all disposal fees assessed under this Agreement. The County may establish billing and payment procedures and may require payment within a specified period following billing.

Failure to pay required disposal fees may result in suspension or termination of D&D's authorization to use the Bidwell-Porter Lagoon.

7. Compliance

D&D shall comply with all applicable federal, state, and local laws, regulations, permits, and requirements governing the transportation and disposal of septic waste.

D&D shall be responsible for obtaining and maintaining any licenses, permits, registrations, or approvals required for its septic hauling operations.

8. Prohibited Loads

D&D shall not discharge hazardous materials, industrial waste, chemicals, petroleum products, or any other material that is not authorized for disposal at the Bidwell-Porter Lagoon.

The County reserves the right to refuse any load that it reasonably believes is not eligible for disposal under this Agreement or applicable regulations.

9. Records and Inspection

The County may review disposal slips, load records, customer information, and other documentation necessary to verify compliance with this Agreement.

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D&D shall maintain accurate records of all loads delivered to the Bidwell-Porter Lagoon and shall make such records available to the County upon reasonable request.

10. Responsibility for Spills or Improper Discharge

D&D shall be responsible for any spill, unauthorized discharge, damage, or other incident caused by its employees, drivers, vehicles, or contractors while transporting or discharging septic waste.

D&D shall immediately notify the County of any spill or unauthorized discharge and shall take all reasonable steps necessary to contain and properly address the incident.

D&D agrees to indemnify and hold harmless County, its successors and assigns from any and all liability, actions, claims, demands, damages and expenses whatsoever, that may now exist or hereafter accrue, arising from the activities in this contract, including, but not limited to property damage and personal injury.

11. Suspension or Termination

The County may immediately suspend D&D's disposal privileges if the County determines that D&D has violated this Agreement, delivered unauthorized waste, exceeded the five-load weekly limit, failed to provide accurate delivery documentation, failed to pay required fees, or otherwise failed to comply with applicable requirements.

Either party may terminate this Agreement upon written notice to the other party.

12. No Transfer of Rights

D&D shall not assign or transfer its rights under this Agreement to another company or individual without prior written approval from the Gallia County Sewer Department.

13. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding D&D's use of the Bidwell-Porter Lagoon for septic waste disposal. Any modification to this Agreement shall be made in writing and approved by the appropriate parties.

14. Effective Date

This Agreement shall become effective upon execution by both parties and shall remain in effect until terminated in accordance with this Agreement.

GALLIA COUNTY SEWER DEPARTMENT

COMMISSIONERS

s/Jeremy Kroll

s/Q. Jay Stapleton

s/Tony Hughes

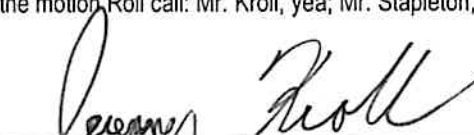
s/Timmy Dille, Sewer Superintendent

D&D

s/Nickie Reddington, Office Manager

ADJOURN

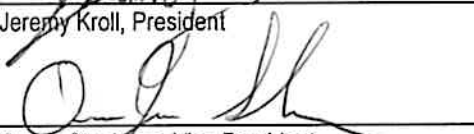
At 4:00 p.m. the President entertained a motion for adjournment. Q. Jay Stapleton moved and Tony Hughes seconded the motion. Roll call: Mr. Kroll, yea; Mr. Stapleton, yea; Mr. Hughes, yea.



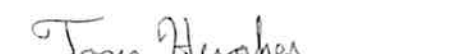
Jeremy Kroll, President



Amanda Phillips, Clerk to the Board



Q. Jay Stapleton, Vice President



Tony Hughes, Commissioner