

MAY 21, 2009

The Gallia County Board of Commissioners met on this date for the purpose of approving the minutes of the previous meeting and approving the current bills. At 9:00 a.m. the meeting was called to order by President Justin L. Fallon. Roll Call: Mr. Justin L. Fallon present; Mr. Howard J. "Joe" Foster Vice-President, present; and Ms. Lois M. Snyder, Member, present.

President Fallon entertained a motion for approval of the May 14, 2009 minutes. Joe Foster made and Lois Snyder seconded the motion. Roll call: Mr. Fallon, yea; Mr. Foster, yea; Ms. Snyder, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
JFS	Lori Church Candy Baughman Belinda Burnett Summer Martyn	6/1/09	Columbus	Director Assoc. Annual Training Conference

President Fallon entertained a motion to approve travel requests as submitted. Lois Snyder made and Joe Foster seconded the motion. Roll call: Mr. Fallon, yea; Mr. Foster, yea; Ms. Snyder, yea.

ANIMAL SHELTER REPORT

Week Ending	Adopted	Reclaimed	Euthanized	Died of natural causes	Rescued	Destroyed in field	Total Month
5/17/09	2	2	8	0	29	0	41

GALLIA COUNTY JUVENILE COURT
2008 ANNUAL REPORT TO THE COMMISSIONERS

The following is a report submitted by Probate Juvenile Court Director Greg Shrader to the Commissioners on the Court's activities for 2008 under Judge William S. Medley as required by ORC 2151.18:

The following is a breakdown of the cases filed in the Juvenile Court.

Year	2008
Delinquency	234
Traffic	186
Dependency	39
Unruly	112
Adult	79
Perm Custody	2
Custody	58
Support	147
Paternity	78
Misc	117
Terminated Cases Delinquency and Unruly	
Probation	116
Dismissed	89
TASC	13
Fine	7
Combine	18
Placement	18
Traffic	
Carteens	82
Fines	35
Other	69

The expenses from county general fund are listed next.

Salaries	\$86045
Supplies	0
Equipment	0
Travel	376
Other	9
Detention	42730
For Judges	85
PERS	12014
Workers Comp	1736
Medicare	1247
Hospitalization	14053

The court received \$189000 in the DYS Reclaim grant and \$59326 in the DYS Subsidy grant. These grant pay for all of the direct services to youth. This includes probation officers, secretary, bookkeeping, travel, training, and contracted services such as out of home placements.

The employees of the court include: (as of 12/31/08)

Greg Shrader, Director
Marybeth Coleman, Chief Deputy Probate Clerk
Wendy Russell, Chief Deputy Juvenile Clerk
Cindy Fellure, Paternity/Child Support Deputy Clerk

Tanya Gill, Juvenile Traffic Deputy Clerk

Juvenile Probation Department (as of 12/31/08)

Jerry Darst, Chief Probation Officer – County

Stan Robinson, Diversion Officer

Charles Plymale, Probation Officer – City

Anita Moore, Title IV-E Coordinator

The report is kept on file in the commissioner's office.

RESOLUTION GAL-C.R. 35 – 1.82 (PID 75878)

Engineer Brett Boothe submitted the following for adoption:

Resolution

The Board of County Commissioners of Gallia County, Ohio met with the following members present: Justin L. Fallon, President; Howard J. Foster, Vice President; Lois M. Snyder, Member.

WHEREAS; Section 5501.03 (C) of the Ohio Revised Code provides that the Director of the Ohio Department of Transportation (ODOT) may coordinate the activities of the Department with other appropriate public authorities and enter into contracts with such authorities as necessary to carry out its duties, powers and functions; and
WHEREAS; the GAL-C.R. 35 – 1.82 (PID 75878) is a transportation activity eligible to receive federal/state funding; and

WHEREAS; the LPA (County) has received funding approval for the project listed above from the Program Manager having responsibility for the federal/state funds involved, and

WHEREAS; it is the mutual desire for both ODOT and the LPA to have the LPA serve as the responsible lead agency for the administration of the project; and

WHEREAS; the Gallia County Board of County Commissioners authorizes the Gallia County Engineer to enter into an agreement with ODOT for the above mentioned improvements.

NOW, THEREFORE a motion was made by Joe Foster and duly seconded by Lois Snyder, to adopt the foregoing resolution/ordinance. Roll call: Mr. Fallon, yea; Mr. Foster, yea; Ms. Snyder, yea.

**KANAUGA/ADDISON SEWER PROJECT
USDA CLOSING INSTRUCTIONS LETTER**

County Administrator Karen Sprague presented the Commission with the closing instructions letter from USDA for the Kanauga/Addison Sewer Project. The following letter is required from Gallia County to USDA before USDA will proceed to permanent closing of the RD Loan. Justin Fallon entertained a motion to approve and sign the letter as presented. Joe Foster moved and Lois Snyder seconded a motion to approve the request as presented. Roll call votes: Mr. Fallon, yea; Mr. Foster, yea; Ms. Snyder, yea.

5/21/2009

Gordon Parker

USDA Rural Development

21330 State Route 676, Suite A

Marietta, OH 45750

RE: *Gallia County Commission – Kanauga Addison Sewer*
RD Loan: *\$1,862,000 - Revenue Bond*
RD Grant: *\$1,022,000*
ARC Grant: *\$250,000*

Dear Mr. Parker:

In response to your letter dated May 14, 2009 we hereby certify that Gallia County will be able to meet all the items listed in the Closing Instructions dated May 13, 2009, issued by the Office of General Counsel (OGC), Columbus, OH. The conditions will be met at or before the permanent closing of the RD loan is scheduled.

If you have any questions, please contact me at 740-446-4612.

Sincerely,

s/C. Jeffrey Adkins

Gallia County Prosecuting Attorney

s/Justin L. Fallon, President

Gallia County Commissioners

cc: *Dennis Schwallie, Bond Counsel*
Gary Silcott, Project Engineer Stantec Consulting

EMS STATION PROJECT UPDATE

The County Administrator advised the Commission that a project update meeting was held Wednesday 5/20/2009 noting the following was discussed:

- Project is proceeding on time – per Project Engineer Randy Breech and Contractor Jim Blair should be no problem meeting the 6/30/2009 contract completion deadline.
- Exterior – framing, brick, siding, roof complete
- Interior drywall will finish this week
- Items still to complete:
 - Electrical connection to 911 for new building
 - Crisenberry Electric is still firming up numbers regarding whether it would be more cost effective to connect the garage bay lights and door openers to 911 generator or purchase a small generator just for that. If there is not much difference in cost and either is an option does the Commission have a preference?
 - Sewer connection to manhole behind 911
 - Exterior gutters
 - Exterior HVAC unit install and connect – per Blair will wait to do last so units are not damaged by gutter, other exterior work

- Exterior Phone, internet, cable to the building
 - Note - interior cabling for everything completed with county employee donated labor – materials purchased through this project from WV electric cost \$345.86
 - Note – Breech's estimate for this work totaled \$2,000 - \$345.86 for materials = \$1,654.14 savings to the project (Thanks to Larry Boyer, Mike Null & Brian Wood for chipping in)
- Interior plumbing fixtures – estimate 2 days
- Interior sprinkler – estimate 2 days
- Interior electrical – estimate 2 days
- Interior finishes – painting, floors, trim, cabinets, appliance install
- Exterior leveling by Blair side and back of building
- Exterior grading of parking lot –County Engineer will do this for us with big grader
- Project budget – right now the project is budget is in line with original estimates by Project Engineer Randy Breech. The extra work items were estimated in Jan 2009 to cost \$19,500 minus the savings of \$1,654.14 from county employees installing the interior phone, cable and internet work, leaving a balance of extra work at \$17,845.86. Currently there is \$17,655.39 left for this extra exterior work.
 - We have not transferred the \$8,350 from the general fund into the project fund yet (noted on Jan 8, 2009 journal this would be the amount needed for the extra exterior work) as we were waiting to see exactly how much additional we would need. If everything remains as stated above we would need the \$8,350 + \$190.47 = \$8,540.47
 - So right now we are \$190.47 short based on Breech's estimates
- Breech advised he is pulling the final numbers together from the subs this week and next and will be able to give us firm numbers for the extra exterior work change order the 1st week of June.
- Only problem discussed during the project update meeting was the cabinets. Bidding instructions stated the bidders were to utilize a bid allowance of \$10,000 for kitchen cabinets, countertops and hardware. EMS Director Larry Boyer advised during the meeting he was limited to one supplier and one style of cabinet in one color. Commissioners noted they would want to review the cabinet before making a determination.

EMS STATION – WATER TAP AGREEMENT

The County Administrator presented the Commission with an agreement with the City of Gallipolis for a ¾" water tap for the new EMS Station, cost is \$400. Joe Foster moved and Lois Snyder seconded a motion to approve the agreement as presented. Roll call votes: Mr. Fallon, yea; Mr. Foster, yea; Ms. Snyder, yea.

HOMELESSNESS PREVENTION AND RAPID RE-HOUSING GRANT PROGRAM

County Administrator Karen Sprague advised the Commission of notification from the Ohio Department of Development of new stimulus funds that are being distributed on a regional basis similar to the Neighborhood Stabilization Program (NSP) funds. The new program is titled Homelessness Prevention and Rapid Re-Housing Program (HPRP). As with NSP the HPRP has a established service area which is Service Area 11 including Gallia, Jackson, Meigs and Vinton counties and will receive \$687,800 in grant funding to be shared between participating agencies. Eligible participants will be agencies that have received Ohio Housing Trust Fund dollars; Gallia-Meigs Community Action Agency, Jackson-Vinton Community Action Agency, Woodland Centers, Inc. and Serenity House. The letter of instructions from ODOD requires the following be submitted to ODOD by 5/29/2009:

- A letter recommending the appropriate organization to administer the program signed by the appropriate Continuum of Care
- A letter from each of the County Boards of Commissioners certifying that the recommended organization is approved.

Ms. Sprague presented the Commission with the following letter to approve Woodland Centers as the agency to administer the program, noting they have served as fiscal agency for the Continuum of Care since 2004. Lois Snyder moved and Joe Foster seconded a motion to approve and sign the letter as presented. Roll call votes: Mr. Fallon, yea; Mr. Foster, yea; Ms. Snyder, yea.

5/21/2009

Mary Jo Frank, Ph.D., Executive Director
Woodland Centers, Inc.
3086 State Route 160
Gallipolis, Ohio 45631

RE: Ohio Homelessness Prevention and Rapid Re-Housing Program

Dear Dr. Frank:

The Gallia County Board of Commissioners approves Woodland Centers, Inc. to be the administering agency to apply for and administer the Ohio Homelessness Prevention and Rapid Re-Housing Program for Service Area 11 which includes Gallia County, Jackson County, Meigs County and Vinton County. It is our understanding there will be \$687,800 in program funding to be distributed between the eligible agencies/organizations in the four counties. The participating agencies are anticipated to be Gallia-Meigs Community Action Agency, Jackson-Vinton Community Action Agency, Serenity House and Woodland Centers, Inc.

Respectfully submitted,

Gallia County Commissioners
s/ Justin L. Fallon, President
s/ Howard Joe Foster, Vice President
s/ Lois M. Snyder, Member

MR/DD EARLY CHILDHOOD & FAMILY CENTER ARC GRANT

The County Administrator advised the Commission of the upcoming deadline of 7/2/2009 for MR/DD to complete the ARC equipment project for the Early Childhood and Family Center. There is \$98,000 left in the \$250,000 grant, which requires a 50% local match. Two extensions have already been requested and received for this project so it is very

important that MR/DD complete this project by the 7/2/2009 deadline. Commission asked that an update be obtained from Supt. Rosalie Durbin on this project.

DJFS/CHILDREN SERVICES

JFS Director Dana Glassburn, Children Services Director Chandra Shrader and Board Member Phil Skidmore met with the Commissioners to discuss the funding issues. Mr. Skidmore advised they had issued several lay-offs and Ms. Shrader will also be retiring the end of July. They have reduced their staff from 17 to six and are working with JFS Director to work on combining some services. They are trying to work with the school systems to absorb the school workers into the school system. Mr. Skidmore is still concerned and uncertain if they can get through the year and may be returning before the end of the year for funding assistance. The fiscal year ends June 30th and they will not know the outcome until November.

EXECUTIVE SESSION

At 9:57 a.m. Justin Fallon entertained a motion to enter into executive session with Dana Glassburn for personnel issues. Lois Snyder made and Joe Foster seconded the motion. Returned to regular session at 10:30 a.m.; no action taken.

JFS/CHILDREN SERVICES - MEMORANDUM OF UNDERSTANDING (MOU)

Dana Glassburn, Director, Gallia County Department of Job & Family Services (GCDJFS) and Chandra Shrader, Executive Director, Gallia County Children Services Board (CSB) recommended the Gallia County Board of County Commissioners (the Commissioners) approve the Memorandum of Understanding (MOU) between the Commissioners and the CSB where as the GCDJFS will perform fiscal agent duties for the CSB as permitted under Ohio Revised Code 5153.121.

It was moved by Joe Foster and seconded by Lois Snyder to authorize the President of the Gallia County Board of County Commissioners to sign the Memorandum of understanding for fiscal agent services as recommended.

Vote on roll call resulted:

Mr. Fallon -yea
Mr. Foster-yea
Ms. Snyder-yea

MEMORANDUM OF UNDERSTANDING (MOU)

This memorandum of understanding (MOU), between The Board of County Commissioners, Gallia County, Ohio, on behalf of the Gallia County Department of Job and Family Services (hereinafter "GCDJFS"), and the Gallia County Children Services Board (hereinafter "CSB"), establishes the cooperative procedures to effectuate the outsourcing of CSB fiscal processing to GCDJFS as a vendor agreement.

1. TERM

Ohio Revised Code Section 5153.121 states in part that the Board of County Commissioners and the County Children Services Board may agree to permit any employee of the department of job and family services also to perform duties for the county children services board. An agreement made under this section may require the county children services board to pay a portion of the wages of any employee of the department of job and family services who also performs duties for the county children services board. This MOU shall serve as such agreement and the term shall commence upon the date signed by the Gallia County Board of County Commissioners and shall expire twelve (12) months from that date unless otherwise terminated or extended by formal agreement.

2. SCOPE OF SERVICE

GCDJFS will be the fiscal agent for CSB. Fiscal duties will include processing the following: payroll and non-payroll expenditures, invoices, IV-E reimbursements, ODJFS 2820 reports, ODJFS 1925 report, payment to foster care providers and other mutually agreed-upon fiscal duties.

3. GCDJFS' RESPONSIBILITIES

GCDJFS agrees:

- 1) *To employ necessary staff for the purpose of carrying out the functions described herein. Such staff will work within the GCDJFS Fiscal Unit.*
- 2) *To process payroll and non-payroll expenditures (including but not limited to paying invoices, IV-E reimbursements, payment to foster care providers) and other mutually agreed-upon fiscal duties. All CSB fiscal transactions will require the approval of a CSB designated employee prior to processing. In that, CSB is responsible to determine need of expenditure based on eligibility, etc. GCDJFS will also process approved purchase requests submitted by CSB.*
- 3) *To process receipts and manage funding requests from ODJFS.*
- 4) *To complete ODJFS 2820 and 1925 reports.*
- 5) *To identify one person from GCDJFS who will be responsible for the day-to-day operations anticipated under this MOU.*
- 6) *To collect and report to CSB monthly statistics regarding total receipt and total expenditures for month and total fiscal year to date. A monthly report of budget versus actual expenditures to date will also be provided. To provide any additional essential fiscal reporting (mutually defined) in order to track and measure results.*
- 7) *To report any problems with the day-to-day operation of the Fiscal Unit to the designated contact person at CSB.*
- 8) *To meet with CSB management on a regular basis to discuss issues or problems and to ensure efficient coordination with CSB.*
- 9) *To maintain all records utilized to perform such fiscal duties.*

4. CSB'S RESPONSIBILITIES

CSB agrees:

- 1) *To provide supplies reasonably necessary to support the Fiscal Unit staff and its activities as it relates to this MOU. The fiscal computer hardware must initially meet and be maintained to continue to meet specifications provided by the Ohio Department of Job & Family Services. To ensure any repairs to the computer hardware will be accomplished as soon as possible so as to ensure the continuing functions of the unit. To provide any specific equipment or software required (including maintenance) to perform the duties within this MOU.*
- 2) *To identify one CSB representative who will be responsible for communication between the two agencies as anticipated under this MOU.*
- 3) *To ensure that CSB staff who have any contact with the Fiscal Unit respect and adhere to county, state and federal confidentiality regulations and security measures. A breach of security may result in the immediate termination of this MOU.*

- 4) To reimburse GCDJFS portion of the costs of the GCDJFS employee staffing the Fiscal Unit, for time spent performing fiscal agent responsibilities for CSB.
- 5) To provide a time card for CSB employees to clock in/out to track their work time and provide said time card to GCDJFS on a biweekly basis that corresponds with GCDJFS pay periods for payroll processing. Timely processing and payment depends on CSB submitting time cards the first business day following the end of the pay period.
- 6) To provide the Fiscal Unit with documentation authorizing expenditures to be made.
- 7) To provide documentation to support Random Moment Sample (RMS) for the Fiscal Unit to post accurately.

5. BILLING AND PAYMENT

Billing and Payment – CSB will reimburse GCDJFS monthly based on invoices submitted by GCDJFS which will be based on biweekly payroll information.

An invoice will be sent to CSB for the services provided by GCDJFS. The invoice will be sent to:

Children Services Board
ATTN: Executive Director
83 Shawnee Lane
Gallipolis, Ohio 45631

6. AVAILABILITY AND RETENTION OF RECORDS

A. GCDJFS agrees that all records, documents, writing or other information, including but not limited to, financial records and documentation of compliance with Ohio Administrative Code rules, produced by CSB under this MOU, and all records, documents, writings or other information, including but not limited to financial records used by GCDJFS in the performance of this MOU are treated according to the following terms:

1. All records relating to this MOU, will be retained and made available by both parties for inspection and audit by both parties, or other relevant governmental entities including, but not limited to the Gallia County Prosecuting Attorney, Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio or any duly appointed law enforcement officials and the United States Department of Health and Human Services as per Gallia County's Records Retention Schedule. If an audit, litigation or other action is initiated during the time period of the MOU, both parties shall retain such records until the action is concluded and all issues resolved, whichever is later.

B. Both parties agree that it will not use any information, systems or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of the other party. Both parties further agree to maintain the confidentiality of all clients and families served. No information on clients served will be released for research or other publication without the express written consent of the Director from both parties.

C. GCDJFS agrees to keep all financial records in a manner consistent with requirements of Ohio Department of Job and Family Services and Gallia County Auditor. CSB agrees to provide the necessary records to support expenditures, grants, etc., in order to GCDJFS to perform fiscal agent responsibilities.

D. CSB agrees that each financial transaction shall be fully supported by appropriate documentation prior to GCDJFS processing such transaction.

7. GOVERNING LAW

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

8. INTEGRATION AND MODIFICATION

This instrument embodies the entire agreement of the parties with respect to the subject matter hereof. There are no promises, terms, conditions or obligations other than those contained herein; and this MOU shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this MOU with respect to the subject matter hereof. This MOU shall not be modified in any manner except by an instrument, in writing, executed by the parties to this MOU.

CSB acknowledges and agrees that only the GCDJFS Director may initiate MOU changes with the approval of the County Commissioners. In no event will an oral contract with GCDJFS be recognized as a legal and binding change to the MOU.

9. SEVERABILITY

If any term or provision of this MOU or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this MOU or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this MOU shall be valid and enforced to the fullest extent permitted by law.

10. TERMINATION

This MOU may be terminated by either party, upon notice, in writing, delivered upon the other party 90 days prior to the effective date of termination. CSB, upon receipt of notice of termination from GCDJFS, agrees that it will reimburse GCDJFS for the applicable portion of all salaries up to the date of termination.

CSB shall not be relieved of liability to the GCDJFS for damages sustained by GCDJFS by virtue of any breach of the MOU by CSB.

11. NON-DISCRIMINATION

Both parties certify they are an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination 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.

Neither party will discriminate against any employee or applicant for employment because of race, color, religion, sex, 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. Both parties agree to post in conspicuous places, available to employees and applicants for employment, notices stating both parties comply with all applicable federal and state non-discrimination laws.

Both parties agree not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this MOU, or in reference to any contractors or subcontractors of either party.

12. SOLICITATION OF EMPLOYEES

CSB and GCDJFS warrant that, for one (1) calendar year from the beginning date of this MOU, CSB and GCDJFS will not solicit any employees from the other party to work for them. The normal solicitation activities of the parties through advertisements in published media, job postings, job fairs, college recruitment activities, and the like, which may expose one party's employees to the other, shall not violate this provision.

13. RELATIONSHIP

Nothing in this MOU is intended to, or shall be deemed to constitute, a partnership, association or joint venture with CSB in the conduct of the provisions of this MOU. CSB shall at all times have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on GCDJFS or the County.

14. DISCLOSURE

CSB hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that CSB has with a county employee, employee's business, or any business relationship or financial interest that a county employee has with CSB.

15. WAIVER

Any waiver by either party of any provision or condition of this MOU shall not be construed or deemed to be a waiver of any other provision or condition of this MOU, nor a waiver of a subsequent breach of the same provision or condition.

16. NO ADDITIONAL WAIVER

If GCDJFS or CSB fails to perform any obligations under this MOU and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder. Waivers shall not be effective unless in writing.

17. CONFIDENTIALITY

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

GCDJFS agrees to comply with all federal and state laws applicable to CSB and/or patients of CSB concerning the confidentiality of CSB customers. GCDJFS understands that any access to the identities of any CSB customers shall only be as necessary for the purpose of performing its responsibilities under this MOU. GCDJFS agrees that the use or disclosure of information concerning CSB customers for any purpose not directly related to the administration of this MOU is prohibited.

18. FORCE MAJEURE

If by reason of Force Majeure, the parties are unable in whole or in part to act in accordance with this MOU, the parties shall not be deemed in default during the continuance of such inability. The term "Force Majeure" as used herein shall mean without limitation: acts of God; strikes or lockout; acts of public enemies; insurrections; riots; epidemics; lightening; earthquakes; fire; storms; flood; washouts; droughts; arrests; restraint of government and people; civil disturbances; and explosions. Each party shall, however, remedy with all reasonable dispatch any such cause to the extent within its reasonable control that prevents such party from carrying out its obligations contained herein.

19. LEGAL ACTION

Any legal action brought pursuant to the MOU will be filed in the courts located in Gallia County, Ohio and Ohio law will apply.

20. PUBLIC RECORDS

This MOU is a matter of public record under the laws of the State of Ohio. Both parties agree to make copies of this MOU promptly available to any requesting party.

21. DRUG-FREE WORKPLACE

Both parties certify and affirms that they will comply with all applicable state and federal laws regarding a drug-free workplace.

22. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS

Pursuant to Chapter 5107 of the Ohio Revised Code and Prevention, Retention, and Contingency Program established under Chapter 5108 of the Revised Code, CSB agrees to not discriminate in hiring and promoting against applicants for and participants for the Ohio Works Program. CSB also agrees to include such provision in any such MOU, subcontract, grant or procedure with any other party which will be providing services, whether directly or indirectly, to GCDJFS consumers.

23. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH

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

24. AMENDMENTS

This writing constitutes the entire agreement between CSB and GCDJFS with respect to all matters herein. This MOU may be amended only in writing and signed by CSB and GCDJFS.

25. CHILD SUPPORT

CSB agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring GCDJFS or the employees of CSB meets child support obligations established under state or federal law. Further, by executing this MOU CSB certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in Chapters 3119, 3121, 3123, and 3125 of the Ohio Revised Code.

26. DEBT CHECK PROVISION

Ohio Revised Code Section 9.24 prohibits public agencies from awarding a MOU for goods, services, or construction, paid for in whole or in part from state funds, to a person or entity against who a finding for recovery has been issued by the Ohio Auditor of State, if the finding for recovery is unresolved. By entering into this MOU, CSB warrants that a finding for recovery has not been issued to CSB by the Ohio Auditor of State. CSB further warrants that CSB shall notify GCDJFS within one (1) business day should a finding for recovery occur during the MOU term.

27. MOU CONTACTS

A. GCDJFS Contacts

GCDJFS should contact the following GCDJFS staff with questions:

Name	Phone #446-3222	Title	Responsibility
Dana Glassburn	Ext. 229	Director	MOU changes, MOU language

Carol Belville	Ext. 230	Fiscal Supervisor	All Fiscal Activities
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B. CSB Contacts

GCDJFS should contact the following CSB staff with any questions:

Name	Phone #	Title	Responsibility
Chandra Shrader	446-4963	Director	ALL

GCDJFS and CSB reserves the right to change/redirect contacts as needed. Both agencies agree to notify the other immediately of any such change to maintain appropriate operations.

The terms of this MOU are hereby agreed to by both parties, as shown by the signatures of representatives of each.

SIGNATURES

Board of County Commissioners,
Gallia County, Ohio

Approved by Board on 5/21/09

(Refer to Board minute record for official vote/approval)

Authorized Signature:

S/Justin Fallon, President, Board of County Commissioners

Date: May 21, 2009

Approved as to form:

By: s/Jeff Adkins

Prosecuting Attorney

Gallia County, Ohio

Board of Children Services

Gallia County, Ohio

Approved by Board on 5/21/09

(Refer to Board minute record for official vote/approval)

Authorized Signature:

S/Phil Skidmore, President, Board of Children Services

Date: May 21, 2009

GCDJFS ORGANIZATIONAL CHANGES

JFS Director submitted the following organization changes for approval:

RESOLUTION**GCDJFS ORGANIZATIONAL CHANGES**

Dana Glassburn, Director of Gallia County Department of Job & Family Services recommends the following organizational changes and personnel actions:

The title of Fiscal Specialist for position # 10009.0 created in 1994 will be changed to Fiscal Officer as per the 2002 Job and Family Services Job Classification Plan which will align the position description with duties being performed. There will be no change in the pay scale as a result in this change, in that, pay range for this position will be pay range 30. Kitty Griffith will remain in position #10009.0.

To fulfill the Memorandum of Understanding (MOU) with the Gallia County Children Services Board, the Gallia County Department of Job and Family Services must create a new Fiscal Specialist, position # 10009.5. Job description is as per the 2002 Job and Family Services Job Classification Plan. This position will be considered a confidential employee (i.e., non-bargaining unit position) and placed on the non-bargaining unit salary schedule at pay range 27. Pay Range 27 will be created and added to the non-bargaining unit salary schedule as follows:

Pay range 27: Step 1 \$15.80; Step 2 \$16.15; Step 3 \$16.36; Step 4 \$16.67; Step 5 \$17.01; Step 6 \$17.38 and Step 7, 17.80.

Promote Michelle Alderman to fill the newly created Fiscal Specialist Position #10009.5 with a one year probationary period.

Now, therefore, be it resolved that the Gallia County Board of Commissioners accepts and adopts the above organizational changes as recommended by the GCDJFS Director.

It was moved by Lois Snyder and seconded by Joe Foster.

To adopt the foregoing resolution.

Vote on roll call resulted:

Mr. Fallon - yea

Mr. Foster - yea

Ms. Snyder - yea

Adopted: May 21, 2009.

s/Mr. Justin Fallon, President

s/Joe Foster

s/Lois Snyder

Attest: s/Terry Hemby, Clerk

USDA RURAL BUSINESS ENTERPRISE GRANT

CD/FCS Educator Amy Corbin presented the following forms for the USDA Rural Business Enterprise Grant application for approval and signature:

1. Application
2. Letter stating experience with previous revolving loan fund
3. Commitment of county funds (9500, CDBG, RLF and 15,500, general fund)
4. Certification of Compliance with Federal Requirements/Laws
5. Conflict of Interest

Lois Snyder made and Joe Foster seconded the motion to approve the above application. Roll call: Mr. Fallon, yea; Mr. Foster, yea; Ms. Snyder, yea.

Commissioners agreed to match the grant with \$9500 of RLF funds and \$15,500 from county general with a motion by Lois Snyder, Joe Foster seconded the motion. Roll call: Mr. Fallon, yea; Mr. Foster, yea; Ms. Snyder, yea.

Joe Foster made and Lois Snyder seconded the motion to sign the Certificate of Compliance with Federal Requirements/Laws and the Conflict of Interest statement. Roll call: Mr. Fallon, yea; Mr. Foster, yea; Ms. Snyder, yea.

EXECUTIVE SESSION

At 10:55 a.m. Justin Fallon entertained a motion to enter into executive session for personnel issues. Joe Foster made and Lois Snyder seconded the motion. Roll call: Mr. Fallon, yea; Mr. Foster, yea; Ms. Snyder, yea. Returned to regular session at 11:07 a.m.; no action taken.

EXECUTIVE SESSION - OSU EXTENSION OFFICE

At 11:10 a.m. Justin Fallon entertained a motion to enter into executive session with OSU Staff for contracts and personnel issues. Lois Snyder made and Joe Foster seconded the motion. The following were present: Tracy Winters, Richard Stephens, Amy Corbin, Beverly Kelbaugh OSU region leader, Treva Williams OSU area leader. Returned to regular session at 12:08 p.m.; no action taken.

NEIGHBORHOOD STABILIZATION PROGRAM – SUBRECIPIENT AGREEMENT

County Administrator Karen Sprague presented the Commission with the Sub-recipient Agreement from Vinton County for the Neighborhood Stabilization Program as required by ODOD. This is the final piece required to begin the projects. Joe Foster made and Lois Snyder seconded a motion to approve the agreement as presented. Roll call votes: Mr. Fallon, yea; Mr. Foster, yea; Ms. Snyder, yea.

ADJOURN

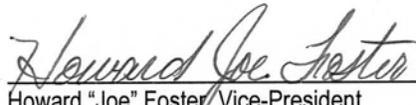
At 12:33 p.m. President Fallon entertained a motion for adjournment. Joe Foster made and Lois Snyder seconded the motion. Roll call: Mr. Fallon, yea; Mr. Foster, yea; Ms. Snyder, yea.



Justin L. Fallon, President



Minutes recorded by Terry Hemby, Clerk
Signed by County Administrator Karen Sprague



Howard "Joe" Foster, Vice-President



Lois M. Snyder, Member

C