# VOLUME 2024 PAGE 731

# UNION COUNTY COMMISSIONERS JOURNAL 2024 March 5, 2024

The Union County Commissioners met in regular session this 5<sup>th</sup> day of March, 2024, with the following members present:

Steve Robinson, President
David A. Lawrence, Vice President
Dave Burke, Commissioner
William Narducci, County Administrator
Letitia Rayl, Assistant County Administrator/Budget Officer
Sara Early/Clerk to the Board

\* \* \*

\*Commissioner Steve Robinson called the meeting to order at 8:33 a.m.

\* \* \*

\*Mike Williamson, Marysville Journal Tribune, was in attendance.

\* \* \*

# **Elected Officials/Department Head Meeting**

The Commissioners held their monthly staff meeting this date with the following elected officials and department heads in attendance: Dale Bartow, Executive Director/Veterans Service Commission & Office; Magistrate Adam Rinehart, Probate and Juvenile Court; Brent Nickel, District Administrator/Soil and Water Conservation District; Ginger Yonak, Director/Human Resources; Brad Gilbert, Director/EMA; Michelle Forrider, Deputy Director/Board of Elections; Brandon Clay, Director/Board of Elections; Jessica Cain, Office Administrator/Engineer; Lance Emberling, Lead Investigator/Coroner's Office; Dr. John Rosevear, Assistant County Coroner; Sue Ware, Director/Human Services; Adam Negley, Executive Director/Mental Health and Recovery Board; Wade Branstiter, Director/I.T. on behalf of Andrea Weaver, Auditor; Sheriff Jamie Patton; Brad Bodenmiller, Director/LUC Regional Planning Commission; Tammy Kleiber, Court Administrator/Common Pleas Court; Judge Don Fraser/Common Pleas Court; Wayne Dellinger, OSU Extension; Eric Phillips, Director/Economic and Development; Thayne Gray, Assistant Prosecuting Attorney; Dr. Jason Orcena/Health Commissioner; and Danielle Sullivan, Clerk of Courts.

\* \* \*

- Adam Negley stated that they are preparing for Drug Takeback Day on April 27<sup>th</sup>. His office has received a shipment of pharmaceutical neutralization. The OneOhio opioid settlement money for the first round of grants was released and he and Ms. Ware attended the regional grants and expert panel where they are honing in on the process to review regional grants in the seven county region. There is about \$2.39 million available to the region from these funds. They will be looking at local needs in Union County.
- Brad Bodenmiller stated that the comp plan is moving forward. They have some subcommittees
  working on the plan. LUCRPC has an updated adult use/recreational cannabis presentation.
  Townships and municipalities have expressed the most interest in that. The comp plan is
  approximately halfway done. If all goes well, it should be done by the end of the year.

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# UNION COUNTY COMMISSIONERS JOURNAL 2024 March 5, 2024

- Eric Phillips stated that the Ministry of Land, Infrastructure, Transport, Tourism from Japan and their team will be visiting from Japan for two days next week. They are looking to do a feasibility study on how Japanese companies can expand their technology and research in Ohio. There will be a group of at least six coming from Japan. This is the result of a meeting they had in Tokyo last September. Today there will be a joint meeting of the county, City of Marysville, Jerome Township and all the school districts. They are meeting quarterly to talk about growth, impacts, prosperity, development and what it means. Having that dialogue with the schools is valuable. As part of the 33 COG and Smart Mobility Corridor, they have applied for a couple of smart grants to support the automotive companies along the corridor. They are now looking to submit an innovation fund grant application, for which the State of Ohio has set aside \$25,000,000.
- Judge Fraser stated that a memorial service is scheduled for Judge Mike Grigsby on Friday at 2:00 p.m. in the courtroom. A seven day jury trial begins next Monday. Visiting Judge Dan Hogan is trying that case.
- Ginger Yonak stated that National Prevention Week is May 12 18 for substance abuse. They have been partnering with the Mental Health and Recovery Board to increase substance abuse awareness. That week has been chosen to do drug free workplace training for employees. There will be several opportunities for each group. They will be requiring signups, which she will send out soon. Today is the second Lunch and Learn by BMI Federal Credit Union at 940 London Avenue. Through the Anthem Rewards Program, a new challenge is underway beginning this week. Signup is available until Friday. It is a fun thing to do and teams of up to ten are encouraged. Information has been sent out and her office will probably send out one more March 6<sup>th</sup>. The Wellness Committee will be meeting next week. They have invited CEBCO to give them a deeper dive into how the Anthem and Sydney websites work.
- Jessica Cain stated that the Engineer's Annual Township Meeting was very successful. They are gearing up for construction season and they will have bid openings shortly.
- Wade Branstiter stated that he is present on behalf of Auditor Weaver. Real estate appraisers are currently capturing house photos for the 2025 reevaluation process.
- Magistrate Adam Rinehart stated that he is present on behalf of Judge Rodger. He thanked Ms. Yonak and her staff for helping successfully onboard the new clerk in juvenile court. They have lost a probation staff member and Ms. Yonak is helping with that. He thanked Judge Fraser and his staff for helping with a jury trial that ended up being continued. This is grant season and he wanted to thank Jimmie Inskeep and his staff for the wealth of information they provided for modernizing courtrooms and probation office staff offices.
- Sheriff Jamie Patton thanked the engineer's office, specifically Kevin Gross, for taking care of staff on Storms Road where the water crossed the road. His office has a major software project going on. Tyler, which is their CAD and RMS project, will probably have an 18 month implementation process. It covers all county fire, sheriff's office, and the Richwood and Marysville Police Departments. Next week they will have quite a few staff doing computer training. The cost of the project is in excess of \$800,000. Two deputies recently graduated from the academy and are in training and doing well. Two individuals started the academy February 12<sup>th</sup>. They are slated to graduate July 3<sup>rd</sup>. His office also had a lateral transfer from the Logan County Sheriff's Office. There is another individual starting March 18<sup>th</sup> that is a lateral transfer

from the Richwood Police Department, so he is an experienced offer. That leaves two open funded positions and they have interviews scheduled for both. They have two excellent candidates in background for 9-1-1 dispatcher positions. They are lateral transfers from other agencies. That will leave two open positions in dispatch, which are actually two new positions they created in 2024 because of additional calls for service. Traffic has increased with the improvement in weather, which has led to increased calls.

- Wayne Dellinger stated that this is a busy season for his office. He believes it is National 4-H week. They received a proclamation from the Mayor of Plain City recognizing 4-H Week in Union County. They are already in fair mode for the county and Richwood fairs. As far as the natural resources side, he has concluded pesticide recertification training, which is mandatory. As far as the winter meeting attendance, they had a couple of different breakfast series. They are almost back to pre-pandemic attendance levels, which is very encouraging. Since the winter meeting and the pesticide training has been slowing down, he has the opportunity to do farm research. It is in the very infant stage but he has been tasked with creating some information for farms as far as biosecurity and trespassing for the eclipse event. He will be working with Peggy Hall on that to probably do news releases or fact sheets. There is a big concern that cars stuck in traffic will pull into fields or barn lots.
- Brent Nickel stated that SWCD has been attending meetings pertaining to the logjam project.
  They have been walking the creek to try to get good numbers. He has been attending some
  township meetings to discuss drainage issues with new sites. The tree sale will be the third
  weekend in April.
- Dale Bartow thanked Judge Fraser's office for their assistance in the appointment of the new veterans service commissioner. As of January 15<sup>th</sup>, Eric Chippas replaced Ken Bonnell. He is an Afghanistan/Iraqi war veteran. He did four tours and is doing a great job as commissioner. Mr. Chippas will be attending training in April. The minor construction in their offices is complete. They are hoping to bring on an investigator/veterans service officer to help with data input. Every two weeks, 12 brand new veterans are coming to the office. Mr. Bartow thanked Jimmie Inskeep, Kyle Wiley and B.J. Roberts who have been doing an outstanding job cleaning their offices.
- Michelle Forrider thanked the facilities' staff as well. Voting is low right now. There are two more weeks before election day.
- Brandon Clay stated that they did have a pretty good turnout yesterday, but turnout has been low so far. An absentee ballot can be requested until next Tuesday.
- Dr. Jason Orcena stated that if anyone is trying to help their activity levels, there is a StayActive 5K at the Jim Simmons Trail on March 16<sup>th</sup>. There are still slots available to enter the race. At a township meeting, his office committed to putting a webpage together on their website regarding the Magnetic Springs sewer system project. There are changes in the RSV guidelines. They blended all the seasonal respiratory guidelines. The infection is the same as last year, but the hospitalization rate is down. Over 90% admitted were those who had no record of vaccination. If you are sick, stay home and do not go back to work until your symptoms improve. When you do return, take additional precautions such as social distancing and increased ventilation. The District Advisory Council meets March 12<sup>th</sup> at 11:30 a.m. Lunch is provided. Any elected official is invited. March 20<sup>th</sup> is the state's tornado drill at 9:50 a.m. They have not done one for several

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# UNION COUNTY COMMISSIONERS JOURNAL 2024 March 5, 2024

years and are hoping to have participation from everyone in the building. Job and Family Services agreed to do the same. They will be having all staff and clients in the offices do the drill.

- Sue Ware stated that April is child abuse prevention month. It is statewide Wear Blue Day on April 10<sup>th</sup>. Please send any office photos if your staff participates. May is Foster Parent Appreciation Month. They are planning a dinner May 16<sup>th</sup>. Formal invitations will be sent out in addition to the Save the Date information sent out previously.
- Lance Emberling stated that his office had a busy weekend. They have staff going to the Franklin County Cornoer's Office for training in evidence handling.
- Brad Gilbert stated that his department is about 90 percent ready for the solar eclipse. About 15 events have been scheduled in Union County that day and there are a lot of opportunities to go places locally.
- Danielle Sullivan stated that everything is going well in the clerk of courts and title offices.
- William Narducci stated that he has heard from school districts that they are closing or considering closing for the solar eclipse. He has been speaking with counterparts in other counties as well. If anyone has an alternative schedule, he asked for notification. His office will probably plan something hybrid so they can avoid excessive traffic. The City of Marysville staff is shutting their doors to the public on April 8<sup>th</sup> at 1:00 p.m., but staff will be working.
- Mr. Gilbert stated that the health department is putting safety information regarding the eclipse on their website. There will also be a link for road closings.
- Mr. Narducci stated that Union County was one of seven local communities selected for an Ohio Broadband program. Essentially Union County has put a group together to gain training and best practices for applying for grants. He or Mr. Branstiter can share the link, which they have shared with townships, for residents or businesses to take a five or ten minute survey. You connect to your internet and it helps the group collect as much data as they can and gives them a better picture of where the county is lacking in rural high speed coverage.
- Mr. Branstiter stated that they are going to leave it up and running indefinitely because the state is collecting data as well and they are adding more information for future grants and funds.
- Mr. Narducci stated that they put together a FAQ list regarding the Magnetic Springs sewer
  project, which they will share with the health department. Doctors Applegate and Rosevear were
  guests on a podcast. They gave great insight into what their office deals with. It was very
  interesting and he recommended checking it out.
- Commissioner Robinson stated that the board will be making a proclamation for Agriculture Week at session tomorrow.

<sup>\*</sup>Commissioner Steve Robinson adjourned the meeting at 9:09 a.m.

The preceding Minutes were read and approved March 13, 2024.

Digitally signed by Steve Robinson DN: cn=Steve Robinson, o=Union County, ou=Commissioner, email=-searly@unioncountyohio.go v, c=US Date: 2024-03.13 12-03-25 -04'00' Adobe Acrobat version: 2020.005.30574

Steve Robinson Commissioner

Digitally signed by David A. Lawrence DN: cn=David A. Lawrence, o=Commissioners, o=Commissioners, o=Commissioners, email=searty@unioncountyohio.gov, c=U\$ Date: 2024.03.13 12:03:50-0400' Adobe Acrobat version: 2020.005.30574

David A. Lawrence Commissioner

Digitally signed by David Burke DN: cn=David Burke, o=Union County, ou=Commissioner, email=seatly@unioncountyohio.g ov, c=U204.03.13 12.04:14 -04'00' Adobe Acrobat version: 2020.005.30574

Dave Burke Commissioner

Digitally signed by Sara Early
DN: cn-Sara Early, o-Union County
DN: cn-Sara Early, o-Union County
Commissioners, ou-Clerk,
email-searty@union.countyohio.gov, c=US
Date: D204.03.13 1.204.38 -0400°
Adobe Acrobat version: 2020.005.30574

Sara Early, Clerk to the Board

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# UNION COUNTY COMMISSIONERS JOURNAL 2024 March 6, 2024

The Union County Commissioners met in regular session this 6<sup>th</sup> day of March, 2024, with the following members present:

Steve Robinson, President
David A. Lawrence, Vice President
Dave Burke, Commissioner
William Narducci, County Administrator
Letitia Rayl, Assistant County Administrator/Budget Officer
Sara Early, Clerk to the Board

\* \* \*

\*Commissioner Robinson called the meeting to order at 8:30 a.m.

\* \* \*

\* Thayne Gray, Assistant Prosecuting Attorney; and Mike Williamson, Marysville Journal Tribune, were in attendance.

\* \* \*

Old Business: None.

\* \* \*

#### **RESOLUTION NO. 24-116:**

# <u>Executive Session – Pursuant to Ohio Revised Code Section 121.22(G)(7) to Consider Trade Secrets of a County Hospital</u>

The Board of County Commissioners entered into executive session at 8:32 a.m. for the purpose of considering trade secrets of a county hospital, pursuant to Ohio Revised Code Section 121.22(G)(7). In attendance were: William Narducci, County Administrator; Letitia Rayl, Assistant County Administrator/Budget Officer; Thayne Gray, Assistant County Prosecutor; and Sara Early, Clerk to the Board. Also in attendance were the following representatives on behalf of Memorial Hospital: Emily Wieringa, Chairperson/Board of Trustees; Doug Loudenslager, Vice Chairperson/Board of Trustees; Chip Hubbs, President/CEO; Jeff Ehlers, CFO; Spence Fisher, Executive Vice President; Melanie Ziegler, Vice President of Community Engagement; Ashley Boyer, Chief Nursing Officer; and Dee Weber, Chief Human Resources Officer. The session ended at 9:37 a.m.

A motion was made by Steve Robinson and seconded by David A. Lawrence to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea David A. Lawrence, Yea

\* \* \*

\*Sue Ware, Director/Human Services; Joseph Grove, Urban Technician/Union Soil & Water Conservation District; Wade Branstiter, Director/I.T.; Ralph Stonerock, Board Member/Ohio Farm Bureau Federation; Anne Scheiderer, Board Member/Ohio Farm Bureau Federation; and Melinda Lee, Organization Director/Ohio Farm Bureau Federation arrived at the meeting at this time.

\* \* \*

#### **RESOLUTION NO. 24-117:**

# <u>Proclamation Recognizing National Agriculture Week and Declaring March 17-23, 2024,</u> Agriculture Week in Union County, Ohio – Commissioners

The Board of County Commissioners approved the following proclamation:

Steve Robinson, Commissioner, Board President David A. Lawrence, Commissioner, Vice President Dave Burke, Commissioner William Narducci, County Administrator Letitia Rayl, Assistant County Administrator/Budget Officer Sara Early, Clerk



# Proclamation Recognizing National Agriculture Week and Declaring March 17-23, 2024 Agriculture Week in Union County, Ohio

WHEREAS, when Americans sit down to a meal, we sometimes take for granted the quality, abundance, and value of the food we eat. Our supermarkets and restaurants offer a tremendous selection of fruits, vegetables, meats, dairy products, and other food items thanks to America's farms and families. We often forget the hardworking men and women, many who have practiced their craft for generations, that touch the lives of Americans every day. Their tireless skills and efforts sustain this nation and the entire world, with one U.S. farm on average feeding 166 people annually in the United States and around the world; and

WHEREAS, American agriculture plays a crucial role in strengthening our economy and in providing food for people around the world. While producing an abundance of safe and affordable food and fiber, farmers also provide a source of jobs in the community. When factoring in the jobs involved in the processing, distribution, and marketing of food and fiber products, one can see that American agriculture is truly everywhere and touches everyone in almost every way. The world population is expected to reach over eight billion in 2024, and American agriculture is poised to reach the demands of feeding this growing population; and

WHEREAS, we recognize the irreplaceable value that our agricultural stewards contribute today as they have in the past and in the future. The expectation is that the global population will increase by 2.2 billion by 2050, creating a need for 70% more food than what is now produced; and

WHEREAS, March 17-23, 2024 has been recognized as National Agriculture Week in America.

NOW, THEREFORE, the Union County Board of Commissioners, hereby proclaims March 17-23, 2024 as Agriculture Week in all of Union County, and calls upon its residents, businesses and community members to acknowledge and celebrate the achievements of all those who, working together, produce an abundance of agricultural products that strengthen and enrich our community and our nation.

A motion was made by Steve Robinson and seconded by David A. Larence to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea David A. Lawrence, Yea

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# UNION COUNTY COMMISSIONERS JOURNAL 2024 March 6, 2024

\* \* \*

\*Ralph Stonerock left the meeting at this time.

\* \* \*

## **RESOLUTION NO. 24-118:**

# **Approve the Minutes from the February 28, 2024 Meeting – Commissioners**

The Board of County Commissioners approved the minutes from the February 28, 2024 meeting.

A motion was made by David A. Lawrence and seconded by Dave Burke to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea David A. Lawrence, Yea

\* \* \*

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#### **RESOLUTION NO. 24-119:**

# Subaward Grant Agreement Amendment Between the Union County Commissioners DBA Union County Agency Transportation Service and the Ohio Department of Transportation Office of Transit – UCATS

Ms. Ware stated that they are trying to change the dates of the contract to the state fiscal year. ODOT extended the current contract an additional six months until July 1, 2024, to coordinate the change. Her department has already applied for state monies for the next fiscal year.

The Board of County Commissioners approved the following subaward grant agreement amendment:



Mike DeWine, Governor Jon Husted, Lt. Governor Jack Marchbanks, Ph.D., Director

February 7, 2024

Sue Ware, Human Services Director
Union County Commissioners DBA Union County Agency Transportation Agency Service
(UCAT\$)
940 London Ave, Suite 1800
P.O. Box 389
Marysville, OH 43040

#### Dear Ms. Ware

The Ohio Department of Transportation (ODOT) is amending OH-2021-018 for the 2023 Specialized Transportation Program.

ODOT is revising the total, local and state share amounts for the Union County Agency Transportation Service CY2023 Operating Assistance project. The performance end date is being revised from December 31, 2023, to June 30, 2024. All other portions of the contract remain unchanged.

The Office of Transit is utilizing electronic signature capability to implement this contract amendment. Please look in your inbox for an email from One Span to sign the 2023 Specialized Transportation Program contract amendment.

If you have any questions or require additional information, please contact Kierra Branch at 614-387-5190 or Kierra Branch@dot.ohio.gov

Respectfully,

E-SIGNED by Jessie Schmitzer on 2024-02-07 17:44:32 GMT

Jessie Schmitzer
Public Transit Manager, Office of Transit
Division of Planning
Ohio Department of Transportation
jessie.schmitzer@dot.ohio.gov

1980 West Broad Street Columbus, OH 43223 U.S.A.

614 | 466 7170 transportation.ohio.gov

# SUBAWARD GRANT AGREEMENT AMENDMENT

under

The Calendar Year 2023 Specialized Transportation Program between the

# Union County Commissioners DBA Union County Agency Transportation Service

and

The Ohio Department of Transportation
Office of Transit

**ODOT Project Number** 

SPEC-4363-018-231

# OHIO DEPARTMENT OF TRANSPORTATION Office of Transit

# Specialized Transportation Program Subaward Grant Agreement Amendment

## ODOT Project. No. SPEC-4363-018-231

WHEREAS Section 34 of the Specialized Transportation Calendar Year 2023 Grant Program Year Subaward Grant Agreement allows for modification of the agreement if both ODOT and the subrecipient agree in writing; and

WHEREAS the Total Project Costs, State Share, and Local Share amounts for ODOT FAN Code SPEC-4363-018-231 have changed; and

WHEREAS the period of performance end date for ODOT FAN Code SPEC-4363-018-231 has changed; and

WHEREAS the subrecipient agrees to amending the Subaward Grant Agreement to reflect those changes.

NOW, THEREFORE, the State of Ohio, Department of Transportation and the

Union County Commissioners DBA Union County Agency Transportation Services

hereby agree to amend the Subaward Grant Agreement as follows:

The CONTRACT DATA SHEET shall be amended as follows:

Data Field#	Data Field Name	Data Information
13	State Award Period of Performance End Date	June 30, 2024

(The remainder of this page is left blank intentionally)

WHEREAS the subrecipient agrees to amending the Subaward Grant Agreement to reflect those changes. And

WHEREAS the original Subaward Grant Agreement includes the following:

ODOT FAN CODE	ODOT FAN Project Description	FTA ALI Code
SPEC-4363-018-231	CY2023 Operating Assistance	30.09.01
Project Fund Source	Fund Source Amount	Percentage of Total Cost
Federal Share	\$459,748	50%
State Share	\$0	0%
Local Share	\$459,748	50%
Total Project Cost	\$919,496	100%

NOW, THEREFORE, the State of Ohio, Department of Transportation and the

Union County Commisisoners DBA Union County Agency Transportation Service

hereby agree to amend the Subaward Grant Agreement as follows:

The PROJECT DATA SHEET shall be amended as follows:

ODOT FAN CODE	ODOT FAN Project Description	FTA ALI Code
SPEC-4363-018-231	CY2023 Operating Assistance	30.09.01
Project Fund Source	Fund Source Amount	Percentage of Total Cost
Federal Share	\$459,748	48%
State Share	\$18,000	2%
Local Share	\$477,748	50%
Total Project Cost	\$955,496	100%

All other terms and conditions of the Subaward Grant Agreement shall remain the same for the duration of the Subaward Grant Agreement.

Any person executing this Subaward Grant Agreement Amendment hereby represents and warrants that he/she has been duly authorized to do so.

This Subaward Grant Agreement Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Any party hereto may deliver a copy of its counterpart signature page to this Subaward Grant Agreement Amendment via fax or email. Each party hereto shall be entitled to rely upon a facsimile or electronic signature of any other party delivered in such a manner as if such signature were an original.

# SUBAWARD GRANT AGREEMENT AMENDMENT ODOT Project. No. SPEC-4363-018-231 FOR THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION:

The Director of the Ohio Department of Transportation has duly executed this Subaward Grant Agreement Amendment

Ву:		
Director, Ohio Department of Tra	nsportation	
Date:		
FOR THE SUBRECIPIENT:		
By:		-1.
Print Name: <u>Sue Ware</u> Title: Human Service Direct	rtor	
Date: 2/15/24	2367	_
Approved as to form Thayne D. Gray Asst. Pros. Atty. February 13, 2024 Thayne D. Gray  Control Report D. Gray on Administration of the Control Report D. Gray of the Control Report D. Gra	Dave Lawrence, Commissioner	Date 3/6/24  Date 3/6/24  Date 3/6/24

A motion was made by David A. Lawrence and seconded by Dave Burke to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea David A. Lawrence, Yea

(Please note that a fully executed copy was not available at the time this resolution was journalized. Please see the Union County Department of Human Services for a fully executed copy.)

\* \* \*

### **RESOLUTION NO. 24-120:**

### **Human Services Personnel Actions – UCDHS**

The Board of County Commissioners approved the following Human Services Personnel Actions:

#### March 6, 2024

#### **HUMAN SERVICES PERSONNEL ACTIONS**

**UCATS** Department

Vehicle Operator – Part Time Douglas Clark (Appointment) – Effective February 12, 2024

**Public Assistance Department** 

PA/Workforce Case Manager Samantha Mannasmith (Resignation) – Effective February 21, 2024

PA/Workforce Case Manager to PA/Workforce Lead Case Manager Dara Prater (Promotion) – Effective March 4, 2024

PA/Workforce Case Manager to PA/Workforce Lead Case Manager Susan Simmons (Promotion) – Effective March 4, 2024

Senior Services Department

Service Coordinator

Eric Murray (Appointment) - Effective March 4, 2024

A motion was made by Steve Robinson and seconded by David A. Lawrence to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea David A. Lawrence, Yea

\* \* \*

\* \* \*

<sup>\*</sup>Ms. Ware, Ms. Scheiderer and Ms. Lee left the meeting at this time.

#### **RESOLUTION NO. 24-121:**

# A Resolution Authorizing Participation in the Ohio Local Agricultural Easement Purchase Program (LAEPP) – USWCD

Mr. Grove stated that a resolution of support is required from the commissioners to move forward with this application. There is money available.

The Board of County Commissioners approved the resolution authorizing participation in the Ohio Local Agricultural Easement Purchase Program (LAEPP):

# RESOLUTION No. 24-12

A RESOLUTION AUTHORIZING PARTICIPATION IN THE OHO LOCAL AGRICULTURAL EASEMENT PURCHASE PROGRAM (LAEPP).

WHEREAS, Gregory Haughn has filed applications to participate in the Clean Ohio Local Agricultural Easement Purchase Program (LAEPP) for a 45.37 A. tract and a 50.46 A. tract in Washington Township, Union County, Ohio; and

Whereas, Haughn seeks the support of the Board of County Commissioners, Union County, Ohio, for his application; and

Whereas, this Board has reviewed this request and determined that the nomination of the property for purchase of an agricultural easement is compatible with Union County's goals to preserve and promote agriculture as an important part of the area's economy;

Now, Therefore, Be It Resolved By The Board Of County Commissioners, Union County, Ohio, That:

<u>Section 1</u>. The Board of County Commissioners, Union County, Ohio supports the application of Gregory Haughn in the LAEPP and acknowledges that participation in the LAEPP does not conflict with any existing or proposed land use plans for that area of Union County.

Section 2. The Board of County Commissioners, Union County, Ohio, agrees to share legal responsibility to monitor, supervise, and enforce the agricultural easement.

Section 3. The Board finds and determines that all of its formal actions concerning and relating to adopting this Resolution occurred in an open meeting of this Board, and that all deliberations of this Board that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements including Revised Code §121.22.

David A. Lawrence introduced this resolution and moved its passage; Sleve Robinson seconded the motion; and after discussion, the chair called a roll call vote, and the results were:

No

No

assed: 3,6 ,2024

ATTEST: Jaka Cally Sara Early, Clerk BOARD OF COUNTY COMMISSIONERS UNION COUNTY OHIO

10 lila

Steve Robinson

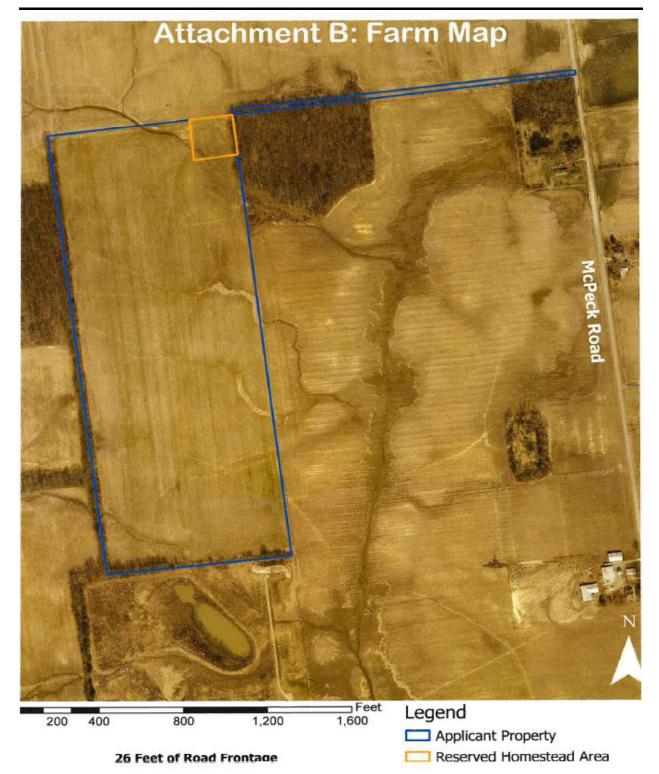
Dave Burke

David A. Lawrence

Approved as to Form:

Thayne D. Gray
Assistant Prosecuting Attorney





A motion was made by David A. Lawrence and seconded by Steve Robinson to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea David A. Lawrence, Yea

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# UNION COUNTY COMMISSIONERS JOURNAL 2024 March 6, 2024

\* \* \*

\*Mr. Grove left the meeting at this time.

\* \* \*

#### **RESOLUTION NO. 24-122:**

# **Non-Renewal Notification to DartPoints – Commissioners**

Mr. Branstiter stated that the agreement is up for renewal. A 90 day or more advance notice of non-renewal is required per the agreement. Notification has been received by the company that their rates will go up substantially, so the data board would like to get new bids and pricing.

The Board of County Commissioners approved the non-renewal notification to DartPoints:

(This portion of the page intentionally left blank.)

Steve Robinson, Commissioner, President David A. Lawrence, Commissioner, Vice President Dave Burke, Commissioner



William Narducci, County Administrator Letitia Rayl, Assistant County Administrator/ Budget Officer Sara Early, Clerk to the Board

County Office Building 233 West Sixth Street Marysville, Ohio 43040-1526 www.unioncountyohio.gov

Tel. 937-645-3012 Fax 937-645-3002 commissioners@unioncountyohio.gov

March 6, 2024

Dartpoints 565 Metro Place South Suite 300 Dublin, OH 43017 Attn: Chris Hamad or Chris Kramer

Dear Chris Hamad and Chris Kramer,

I am writing to inform you that Union County, Ohio, will not be automatically renewing under the terms of the Hosting Services Solution Schedule and Master Agreement, dated June 11, 2020. We value our current relationship and have been largely satisfied with the quality of your services, however, the Union County Data Processing Board believes it would be prudent to obtain alternative hosting service pricing and options to consider this year. We are in the process of finalizing an RFP for these services, and we will certainly follow up to let you know when the RFP is released.

Based upon the terms described under section 3. Term on page one of the Hosting Services Solution Schedule, our original agreement term expired on June 11, 2023, and was automatically renewed on that date for an additional one year term and automatically renews for subsequent one year periods unless cancelled at least 90 days before the June 11th annual renewal date. This letter serves as timely notification that Union County, Ohio, has chosen not to renew the Hosting Services Solution Schedule and Master Agreement. Accordingly, the Hosting Services Solution Schedule will terminate on June 11, 2024.

Please indicate your acknowledgement and receipt of this notice either by email response or letter. Please do not hesitate to contact Wade Branstiter, Union County IT Director, at 937-645-3054 if you have any questions or wish to discuss this matter.

Regards,

Union County Board of Commissioners

Steve Robinson, President Date: March 6, 2024

Dave Burke, Commissioner

Date: March 6, 2024

David A. Lawrence, Vice President

Date: March 6, 2024

A motion was made by David A. Lawrence and seconded by Steve Robinson to approve this Resolution and was carried by the following vote:

> Steve Robinson, Yea Dave Burke, Yea David A. Lawrence, Yea

(Please note the non-renewal notice was mailed via regular U.S. Mail on March 6, 2024, by the Clerk to the Board of Commissioners. Mr. Branstiter will be providing a scanned copy to DartPoints via electronic mail.)

RESOLUTION NO. 24-123:

# Approve Road Improvements (Culvert Replacements) in Leesburg Township – Engineer

The Board of County Commissioners approved the following road improvements in Leesburg Township:

			RESOLUTION Union County Engineer	u: led te ellisa 1914
L	esbu		Teloruavu, 2024, by the township of Union County, Ohio that the Union disperse.	
Road	Road Section	Road Name	Description of Work	Estimated Cost
TR 107	М	Springdale Road North	Replace two existing CMP culverts with two 24* N-12 HP culverts	\$ 7.547.48
				\$ 7,547.48
Bi resolution Roll Call	the Union	County Engineer to undertail	Show yes	adoption of this
			cer of Leesburg Township of Union C	
			costs expressed above have been lawfully appro- und or Road and Bridge Fund, or are in the pro-	
		revious obligation.	and of rieds and briege raise, or are more pre-	
2 5 a	2024	Mellisa u	rigand	

A motion was made by David A. Lawrence and seconded by Dave Burke to approve this resolution and was carried by the following vote:

\* \* \*

## **RESOLUTION NO. 24-124:**

# Approve Road Improvements (Culvert Replacements) in Jackson Township – Engineer

			County Engineer	
Ε	E IT RES	OLVED this 24+1 day of Feb	orvary 2024 by the	trustees of
	Jo	ackson towns	hip of Union County, Ohio that the Union	County
Engineer		ared estimates for the required work:	est former til stedde 2 i C. A. 1955 from eks. From Selfrich sektron eks former stedden - Chen over	
		,		
Road Number	Road Section	Road Name	Description of Work	Estimated Cost
TR 338	В	Cobb Harriman Road (SLM 0.691)	Culvert Replacement (replace 10" CMP pipe with 24" N12 HP pipe)	\$ 4,619.26
TR 338	В	Cobb Harriman Road (SLM 0.733)	Culvert Replacement (replace 15° CMP pipe with 15° N12 HP pipe)	\$ 3,371.28
TR 338	В	Cobb Harriman Road (SLM 0.793)	Culvert Replacement (replace two 15° CMP pipes with three 30° N12 HP pipes)	\$13,811.23
			1	\$21,801.77
	uc 14	moved and start and purpose and start and purpose and start and start and purpose and start an	erform the above work.  Seconded the  YEA  YEA	adoption of this
			Jackson of Union C	
ereby o			pressed above have been lawfully appro	
	Tax Fund,		Road and Bridge Fund, or are in the pro-	cess of collection,
he Gas				
he Gas and are t	24			

A motion was made by David A. Lawrence and seconded by Dave Burke to approve this resolution and was carried by the following vote:

\* \* \*

#### **RESOLUTION NO. 24-125:**

# <u>Cooperation Agreement By and Between Union County and Delaware County For Resurfacing of Moore/Watkins Road – Engineer</u>

Mr. Narducci stated that this was done several years ago. Moore Road transitions from Delaware County to Watkins Road in Union County. Union County maintains approximately one-third mile of the length of this project.

The Board of County Commissioners approved the following agreement:

# COOPERATION AGREEMENT BY AND BETWEEN UNION COUNTY AND DELAWARE COUNTY FOR RESURFACING OF MOORE/WATKINS ROAD

This Agreement is made and entered into this day of May of

#### 1 AUTHORITY

- 1.1 Pursuant to sections 9.482 and 307.15 of the Revised Code, a board of county commissioners may enter into an agreement with another political subdivision whereby a contracting political subdivision agrees to exercise any power, perform any function, or render any service for another contracting recipient political subdivision that the contracting recipient political subdivision is otherwise legally authorized to exercise, perform, or render.
- 2 PURPOSE
- 2.1 Delaware County and Union County mutually desire to make improvements to CR 136 (Moore Road)/CR 104 (Watkins Road), including resurfacing of the pavement from US 42 to State Route 257 (the "Project").
- 2.2 This Agreement shall establish the terms and conditions whereby the Parties will cooperate to undertake the Project.
- 3 NOTICES
- 3.1 Notices served under this Agreement shall be made in writing to the representatives of each party listed below:
- 3.1.1 Delaware County:

Robert Riley, PE, PS Chief Deputy Engineer 50 Channing Street Delaware, OH 43015 email: rriley@co.delaware.oh.us

3.1.2 Union County:

Jeff Stauch, PE, PS Union County Engineer 233 West 6<sup>th</sup> Street Marysville, Ohio 43040

email: jstauch@unioncountyohio.gov

#### 4 MANAGEMENT OF PROJECT

4.1 Delaware County, acting through the Delaware County Engineer, will design, administer bidding and award of the construction contract and manage the construction of the Project, and shall coordinate the same with the Union County Engineer's office, allowing reasonable opportunity for the Union County Engineer to provide comments and approvals of plans, specifications, and estimates for the Project.

#### 5 ESTIMATED COSTS

5.1 The estimated costs of the project are as follows:

5.1.1 Total Cost of Project: \$181,700 5.1.2 Delaware County Share: \$143,400 5.1.3 Union County Share: \$38,300

5.2 Union County and Delaware County acknowledge that the estimated costs are based on the Delaware County Engineer's opinion of probable construction costs, and that the cost sharing as specified above shall apply to the actual work performed in accordance with the plans and specifications for the Project at the awarded contract unit price, and that the share for any lump sum contract items shall be apportioned pro rata based upon the amount of work performed within Union County and Delaware County jurisdictions as determined and agreed upon by the Parties.

#### 6 COST PARTICIPATION

- 6.1 Delaware County shall pay all construction estimates due to the contractor upon completion of the work, including partial estimates.
- 6.2 Union County shall reimburse Delaware County for all project costs relating to the construction of the Project situated within the Union County limits.
- 6.3 The Delaware County Engineer shall keep an accurate record of the project costs and submit an invoice to Union County for the Union County share of the Project cost at the completion of the work, including any necessary supporting documentation to substantiate the costs or the calculation/allocation thereof of the Union County share.
- 6.4 Union County shall pay the invoice within 30 days of receipt of the invoice.

#### 7 PERSONNEL

7.1 The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel and hereby agrees to release the other Party from any responsibility therefor. Any employees of Delaware County or Union County shall not be entitled to any additional compensation or employment benefits from the other political subdivision and no claim of joint employer status or liability shall be made on account of or arising from any incident in which a provider's employee may be involved.

#### 8 EQUIPMENT AND FACILITIES

8.1 Each Party to this Agreement shall be responsible for providing its own equipment and facilities for work performed by that Party. The third-party contractor retained to complete the Project shall be responsible for providing its own equipment and facilities. In no way shall this Agreement be construed to require the sale or donation of equipment under the ownership and control of either Party of this Agreement.

#### 9 RECORDS

9.1 The Parties agree that each shall maintain public records concerning this Agreement, pursuant to the laws of the State of Ohio pertaining to public records. Delaware County, as project manager, shall maintain public records concerning the Project.

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# UNION COUNTY COMMISSIONERS JOURNAL 2024 March 6, 2024

#### 10 TERM

- 10.1 This Agreement shall take immediate effect upon approval by all Parties hereto and shall continue in full force and effect until final completion of the Project, unless and until modified, superseded, or terminated in accordance with this Section, or unless one or both of the Parties at any time determines not to proceed with the Project.
- 10.2 This Agreement may only be amended in writing with the mutual consent and agreement of the Parties.

#### 11 LEGAL CONTINGENCIES

11.1 In the event a change in law, whether by statute, judicial determination, or administrative action, affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the Parties mutually agree to immediately institute a review of this Agreement. The Parties agree to negotiate in good faith to address any necessary modifications to this Agreement, to the extent permitted by applicable law.

#### 12 INSURANCE AND LIABILITY

- 12.1 The Parties are both political subdivisions and lack authority to indemnify.
- 12.2 Each Party shall, for the life of this Agreement, maintain comprehensive general liability insurance coverage, with minimum limits in the amount of \$1,000,000.00 each occurrence or equivalent and \$2,000,000.00 in the aggregate, and shall cause the other Party to be named as an additional insured on any applicable insurance policies.
- 12.3 The Parties are political subdivisions and are entitled to all immunities and defenses provided by law. To the extent that Chapter 2744 of the Revised Code applies to the operation of a political subdivision, it applies to each Party that is subject to this Agreement and to its employees when they are rendering a service outside the boundaries of their respective Party under this Agreement.

#### 13 MISCELLANEOUS TERMS & CONDITIONS

- 13.1 Entire Agreement: This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This Agreement shall not be assigned.
- 13.2 Governing Law and Disputes: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the courts of Delaware County, Ohio.
- 13.3 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 13.4 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future

breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

13.5 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

Resolution No. 24-

By:  Jeff Stauch: Union County Engineer	Date:02.28.24
By: Steve Robinson, President of the Board	Date: 03-06-2024
Delaware County Board of Commissioners	
By: Gary Merrell, President of the Board Pursuant to Resolution No. 11-137 and	Date:

#### Fiscal Officer Certifications

# The Delaware County Auditor hereby certifies that the amount required to meet the obligation set forth in this Agreement has been lawfully appropriated for such purpose and is in the County treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances. This certification is given in accordance with sections 5705.41 and 5705.44 of the Revised Code. Date: George Kaitsa Auditor, Delaware County, Ohio Union County: The Union County Auditor hereby certifies that the amount required to meet the obligation set forth in this Agreement has been lawfully appropriated for such purpose and is in the County treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances. This certification is given in accordance with sections 5705.41 and 5705.44 of the Revised Code. Date: 02.01.24 Andrea Weaver, Auditor of Union County, Ohio

A motion was made by David A. Lawrence and seconded by Dave Burke to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea David A. Lawrence, Yea

(Please note that a fully executed copy was note available at the time this resolution was journalized.

Please see the Union County Engineer's Office for a fully executed copy.)

\* \* \*

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#### **RESOLUTION NO. 24-126:**

# <u>Approve Change Order Number: 04 – Project: Union County Engineering Office Renovation – Commissioners</u>

The Board of County Commissioners approved the following change order:



# Change Order

PROJECT: (Name and address)
Union County Engineering Office

Renovation 233 West Sixth Street Marysville, OH 43040

233 West Sixth Street

Marysville, OH 43040

OWNER: (Name and address)

Date: March 8, 2023

ARCHITECT: (Name and address) Silling Associates, Inc 405 Capitol Street, Upper Atrium Charleston, WV 25301

CONTRACT INFORMATION:

Contract For: General Construction

CHANGE ORDER INFORMATION: Change Order Number: 04

Date: February 25, 2024

Columbus, OH 43215

CONTRACTOR: (Name and address) Elford, Inc 1220 Dublin Road

THE CONTRACT IS CHANGED AS FOLLOWS:

Union County Board of Commissioners

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

See attached "Exhibit A" and contractor's cost breakdown.

The original Contract Sum was

The net change by previously authorized Change Orders

The Contract Sum prior to this Change Order was

The Contract Sum will be increased by this Change Order in the amount of

The new Contract Sum including this Change Order will be

The Contract Time will be increased by thirty five (35) days. The new date of Substantial Completion will be March 1, 2024

\$ 1,342,000.00 \$ 71,134.93 \$ 1,413,134.93 \$ 11,628.11 \$ 1,424,763.04

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

#### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Silling Associates, Inc	Elford, Inc	Union County Board of Commissioners
ARCHITECT (First name)/	CONTRACTOR (Firm name)	OWNER (Firm name)
The Last	J-87-	Me lucion
SIGNATURE	SIGNATURE	SIGNATURE
Fred Pack, Construction Administrator	Jamie Fields, VP	Steve Robinson President
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
1.2.24	2/28/2024	March 6,2024
DATE	DATE	DATE

# Union County Engineering Office Renovation Marysville, Ohio

# AIA Document G701 Change Order #4 Exhibit 'A'

Item #1 - Potential Change Item ECO17 (Inspector Requirement) Additional cost to remove out-of-service Cat5 wiring from above ceiling	\$1,433.25
Item #2 – Potential Change Item ECO18 (Owner Request) Additional cost associated with removing existing carpet backing from floor and restocking original carpet.	\$6,132.36
Item #3 – Potential Change Item ECO19 No-cost time extension.	35 days
Item #4 - Potential Change Item ECO20 (Owner Request) Additional cost associated with changing the door swing at 104B.	\$4,062.50
Total Amount for Change Order #3	\$11,628.11 35 days

See attached copies of Change Order Requests and Contractor's breakdown.

A motion was made by Steve Robinson and seconded by David A. Lawrence to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea David A. Lawrence, Yea

\* \* \*

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## **RESOLUTION NO. 24-127:**

# County Property Disposal Form - Sheriff

The Board of County Commissioners approved the following county property disposal form:

# County Property Disposal Form

Department Submitting:	SHERIFF	
Equipment Designation Options: (1)	estroy/Recycle, (2) Public Auction, (3) Sale, (4) Trade, (5) *Transferred to or	ther County Dept.
*If the item is being transferred, plea	e complete the "New Location" column with the name of the Department	that is receiving the

Tag#	Short Description of Equipment	Disposition #	New Location	Date	Est. Value
19488	2008 Desk Chair	1	- AMAGINA MARKATAN AND AND AND AND AND AND AND AND AND A	09/06/22	\$0.00
19490	2008 Desk Chair	1		09/06/22	\$0.00
19549	2008 Desk Chair	1		09/06/22	\$0.00
19552	2008 Desk Chair	1		09/06/22	\$0.00
19555	2008 Desk Chair	1		09/06/22	\$0.00

Barbara	Lattler	3/4	12024
	(Signature of Subm	itter)	

A motion was made by Dave Burke and seconded by Steve Robinson to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea David A. Lawrence, Yea

\* \* \*

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#### **RESOLUTION NO. 24-128:**

### **Payment of Bills:**

The Board of County Commissioners approved the payment of regular purchase order bills and the "then and now" bills submitted over \$50,000.00 for the week of March 4, 2024:

Vendor	Name	CK RUN	Invoice	PO	Invoice Amt	Status	Dept
1476	GEORGE J IGEL & COMP	030624	CR222-006	20242313	87,782.14	Pending approval	422
	ADD'L DESC: CR222 Yearsley Road bridge replacement Pay Ap #6 Engineer M&G						
1182	CIC OF UNION CO.	030624	10231	20242213	116,690.12	Pending approval	412
	ADD'L DESC: 1st 1/2 2024 Support Commissioners						
1225	MARYSVILLE UNION COU	030624	57	20242208	139,350.00	Pending approval	412
	ADD'L DESC: 2024 AMIC Support Res 21-232 Commissioners						
1476	GEORGE J IGEL & COMP	030624	CR222-005	20234777	264,525.74	Pending approval	422
	ADD'L DESC: CR222 Yearsley Road bridge replacement Pay Ap #5 Engineer M&G						

Ste Moleuri Sinors Sinors

A motion was made by David A. Lawrence and seconded by Dave Burke to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea David A. Lawrence, Yea

\* \* \*

#### **RESOLUTION NO. 24-129:**

#### **Transfers of Appropriations and/or Funds**

The Board of County Commissioners approved the following transfers of appropriations and/or funds:

JOURNAL LINE ENTRY DATE JNL SHORT DESC JNL EFF DATE AMD STATUS JNL CLERK ORG OBJECT PROJECT COMMENT DTL EFF DATE DR/CR AMOUNT

28 1 03/01/2024 transfer 03/01/2024 Pending approval Michelle 25002200 530500 balance budget 03/01/2024 D 517,036.14

ADD'L DESC: Reduce appropriations to balance budget. - Engineer M&G Auditor's Certificate received.

At Nolini Si Valenti Si Valenti 3/6/2024

# Received the following Certificate from the County Auditor this date:

Certificate of County Auditor That the Total appropriations from Each Fund Do Not Exceed the Official Estimate of Resources Rev. Code, Sec 5705.39

> County Auditor's Office, <u>Union</u> County, Ohio, <u>Marysville</u>, Ohio, March 4, 2024

To Union County Commissioners

I, <u>Andrea L. Weaver</u>, County Auditor of <u>Union</u> County, Ohio, do hereby certify that the total appropriations from each fund taken together with all other outstanding appropriations, do inot exceed the <sup>2</sup> <u>January 1, 2024</u> official estimate of resources for the fiscal year beginning January 1<sup>st</sup>, 20 24, as determined by the Budget Commission of said County.

Andrea L. Weaver, County Auditor, Sw

Union County, Ohio.

- 1. If such is not the case strike out the word not
- 2. Or insert "last amended."

Funds

250 - M&G Fund

A motion was made by Steve Robinson and seconded by David A. Lawrence to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea David A. Lawrence, Yea

#### **ADMINISTRATOR ACTION NO. 24-31A:**

<u>Union County Senior Services Vendor Agreement Between the Board of County Commissioners</u>

<u>OBO Union County Senior Services and Union County Neighbor to Neighbor, Inc. (N2N) – Senior Services</u>

County Administrator William Narducci approved the following vendor agreement:

Union County Senior Services Vendor Agreement

This Agreement is entered into between the BOARD OF COUNTY COMMISSIONERS, UNION COUNTY, OHIO on behalf of the UNION COUNTY SENIOR SERVICES (UCSS) with an address of 940 London Avenue, Suite 1800, Marysville, Ohio 43040 and Union County Neighbor to Neighbor, Inc. (N2N), with an address of PO Box 278, Marysville, Ohio 43040.

In consideration of the mutual benefits accruing to each party, N2N and UCSS hereby agree as follows:

#### Purchase of Services.

Subject to the terms and conditions set forth in this Agreement, UCSS agrees to purchase services and N2N agrees to furnish the below listed services to eligible individuals (Seniors) as determined by UCSS:

- Helping Seniors set up and use a new smart phone, tablet, and watch;
- Helping Seniors set up a new computer, modem, and printer;
- Teaching Seniors to use online ordering services for basic needs items and grocery pickup and delivery;
- Teaching Seniors to text and video chat with family and friends;
- Installing anti-virus software and teaching Seniors how to use it;
- Launching a "Tech Cafe" as part of social connectivity programming. This monthly
  occurrence will allow Seniors to meet at a designated location with their device/s to ask
  technology questions about their own device/s and the internet as a whole. The goal of
  the "Tech Cafe" is to help Seniors with on-the-spot technology issues as well as preplanned topics while encouraging them to problem-solve as a group. Pre-planned topics
  could include password management systems, two-factor authentication methods
  (physical vs digital), digital legacy planning, cyber security (checking credit reports,
  freeze and unfreeze credit, checking for "leaked" information), etc.
- Purchasing of smart tablets for Seniors in need. This would allow N2N to live-stream
  events to Seniors who have limited mobility but who still want to participate in social
  events; and
- Hosting a Senior Scam presentation provided by the office of the Ohio Attorney General.

#### 2. Agreement Term and Conditions.

N2N understands that services will be provided from October 1, 2023, through September 30, 2024, inclusive, unless otherwise terminated pursuant to the terms of this agreement.

#### Availability of Funds.

The total dollar value of this Agreement may not exceed \$7,845 unless otherwise amended. Payment for all services provided under this Agreement is contingent upon the availability of, and will not exceed the total of, local and state funds as follows:

State Funds: HB33-ALI490678 in the amount of \$7,845

If State and/or Local reimbursement is no longer available to UCSS, therefore requiring changes or termination of this Agreement, such changes or termination will be effective on the date that reimbursement is no longer available, or later, as otherwise stipulated by UCSS.

#### 4. Limitations.

N2N agrees that (1) Any costs incurred under this Agreement will not be allowable or included as a cost of any other federally finance program in either the current or prior period; (2) Claims made to UCSS for payment of purchased services shall be for actual services rendered to Seniors and do not duplicate claims made by N2N to other sources of funds for the same services; and (3) Rates charged under this agreement do not exceed the rates charged to other individuals or organizations for the same services.

#### Cost and Delivery of Purchased Services.

Subject to the limitations specified in Paragraph Three (3) above, the amount paid for such purchased services will be described in the quarterly invoice to UCSS. Examples number of Seniors assisted, receipts from equipment purchased, number of class attendees, and time/wage source documents of staff used to provide these services.

The compensation shall constitute the sole and exclusive consideration offered or furnished by UCSS for the performance of services by N2N. UCSS shall make no payments on behalf of N2N into any fringe benefit program nor withhold any money from N2N compensation for any federal, state, or local taxes, or for any other purpose. N2N shall be responsible for payment of all federal, social security, worker's compensation, unemployment compensation, Medicare, and/or any other state or federal withholdings associated with this Agreement.

N2N will charge no additional fees to Seniors referred for services provided under this Agreement, unless otherwise authorized by UCSS.

#### 6. Payment for Purchased Services.

Within ten (10) days of the end of each quarter, N2N shall submit an invoice to UCSS for services rendered to Seniors during the preceding three (3) months. The invoice shall include the names of the persons served, the number of units provided, and the amount claimed based upon the negotiated unit rate for each service covered in this Agreement.

UCSS shall review the invoices submitted for coN2Neteness and required information before making payment within thirty (30) days after the receipt of an accurate invoice.

Reported expenditures submitted are subject to adjustment by UCSS before payment is made to adjust for mathematical errors, incorrect rates, or non-covered services as agreed by N2N. The reported expenditures are subject to audit by appropriate local, state, and federal officials after each payment is made.

#### 7. Independent Contractor Status; Subcontracting

The relationship between N2N and UCSS is that of an independent contract. Nothing in this Agreement creates a partnership, joint venture, employee, agent, or any similar relationship

between the parties. N2N has no authority to act as an agent of, represent, or bind UCSS in any manner.

N2N is responsible for complying with the requirements and activities involved in the employment process. Such activities include, but are not limited to the following:

- Reporting earned income for services for income tax purposes
- Paying social security, mandatory Medicare, unemployment contributions and/or any other federal, state, or local taxes as required by law
- Establishing a retirement plan, if desired
- Purchasing liability, hospitalization, or other insurance coverage, if desired
- Paving worker's compensation, as required by law

N2N will earn no vacation, retirement, or sick leave credit, nor any other benefits extending to employees of UCSS. Subject providing the services that are the subject of this Agreement, N2N has the right to determine its own hours, the method, and means to determine timelines for service delivery. N2N shall now eN2Noy subcontractors to provide services under this Agreement unless specifically agreed to in writing by UCSS.

8. Eligibility for Services/Referral Procedure

UCSS shall determine eligibility for all clients requesting service under this Agreement. The Agreement shall not authorize services for any individual in contravention of any State or Local provision.

If UCSS erroneously authorizes services for a Senior, UCSS will, nevertheless, pay N2N for the services rendered to the Senior. However, if the erroneous authorization is due to information about the Senior provided by N2N, N2N is not entitled to any compensation for those services and shall disgorge any compensation received for those services.

N2N reserves the right to refuse services to any individual whose behavior creates an unsafe environment for other Seniors or the N2N staff.

9. Entire Agreement; Termination of Agreement

This Agreement states the entire agreement between the parties and neither party shall be bound by any stipulations, representations, agreements, or promises, oral or otherwise, not in this Agreement. This Agreement may be terminated by N2N or UCSS upon written notice provided to the other party at least seven (7) calendar days before the date of termination. Failure to honor this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement after written notice is provided to the party who is noncoN2Niant.

In addition, any loss of state and/or local funding or reimbursement to UCSS shall result in the immediate termination of this agreement on the date that state and/or federal funding or reimbursement is no longer available, or later, as otherwise stipulated by UCSS. UCSS shall notify N2N in writing as to the date that state and/or federal funding or reimbursement is no longer available to UCSS.

10. Compliance with Federal, State, and Local Law and Disclosure of Information N2N agrees to maintain compliance with Federal, State, and Local regulations, which govern the provision of services to UCSS or its designees.

N2N agrees that the use or disclosure by any party of any information concerning qualified N2Ns or Seniors for any purpose not directly connected to the delivery of purchased services is prohibited, except upon written consent of the Senior or their responsible parent or guardian. N2N certifies that each individual identified in R.C. §3517.13(I) or R.C. §3517.13(J), as applicable, are in full compliance with the political contribution limitations in R.C. 3517.13, as amended from time to time.

N2N agrees that it will not use any payments under this Agreement for Lobbying, as defined in 49 CFR part 20. N2N 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 agency, a member of Congress, officer or employee 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. N2N shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels.

N2N warrants that it is not boycotting any jurisdiction with whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement. N2N certifies that it, its Contractors, subcontractors, and any agent of the Contractor or its subcontractors, acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

N2N agrees that neither N2N nor any provider, beneficiary, subcontractor or subrecipient, nor any person acting on behalf of N2N or any provider, beneficiary, subcontractor or subrecipient, shall, in the employment of any person qualified and available to perform the work to which this Agreement relates, or person participating or enjoying the benefits of any program or activity funded in whole or in part with state and/or federal funds, discriminate by reason of race, color, religion, sex (including sexual orientation and gender identity), military status, national origin (including limited English proficiency), disability, age, genetic information or ancestry against any person.

N2N further agrees that neither N2N nor any provider, beneficiary, subcontractor or subrecipient, shall in any manner discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex (including sexual orientation and gender identity), military status, national origin (including limited English proficiency), disability, age, genetic information or ancestry as those terms are defined in Ohio and N2N shall include the language of this paragraph in each of its

provider, beneficiary, subcontractor or subrecipient contracts. N2N shall adopt a written nondiscrimination policy which shall be distributed to each of N2N's providers, beneficiary, subcontractors and/or subrecipients.

N2N agrees to require any subgrantees, beneficiary, contractors, subcontractors, successors, transferees, and assignees to comply with the requirements contained in the Title VI of the Civil Rights Act of 1964, as amended, and its regulations between N2N and N2N's subgrantees, contractors, subcontractors, successors, transferees and assignees:

"The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits N2Ns of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

N2N agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352); 42 USC 2000d-1 et seq. and the Department's implementing regulations; 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973; Public Law 93-112, as amended by Public Law 93-516; 29 USC 794; Title IX of the Education Amendments of 1972; 20 USC 1681 et seq., and the Department of Aging's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 USC 6101 et seq.

N2N certify they understand federal ethics and conflict of interest laws, if applicable, and state of Ohio ethics and conflict of interest laws and certifies it is in and shall remain in compliance with those provisions as any of them may be amended or supplemented from time to time. N2N certifies that no personnel or other official, employee, agent or contractor who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall prior to the completion of said work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. N2N shall immediately disclose in writing to UCSS any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless UCSS determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

N2N shall comply with all applicable federal, state, and local laws regarding smoke-free and drug-free workplaces, and shall make a good faith effort to ensure its employees, subcontractors, or subrecipients do not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way, while engaged in the work to be performed under this Agreement or while on public property.

N2N shall notify UCSS, in the event a legal action is initiated by a consumer or other third-party against N2N and the legal action relates to the funds awarded through this Agreement, of the legal action within seven (7) days of service of the legal action.

N2N shall comply with the Trafficking Victims Protection Act in all respects;

N2N certifies it is not subject to an "unresolved" finding for recovery as outlined in ORC 9.24 and further agrees if this assurance is later found to be false, the Agreement shall be void from its beginning and N2N shall immediately repay any and all funds received under the Agreement;

N2N affirms pursuant to Ohio Revised Code section 9.76(B) it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so within the term of this Agreement;

N2N shall not assign any of its rights nor delegate any of its duties under this Agreement without written consent of UCSS. Any assignment or delegation not consented to by UCSS may be deemed void;

N2N certifies that its covered individuals, partners, shareholders, administrators, executors, trustees, owners, and their spouses, have not made any contributions in excess of the amounts specified in applicable provisions of ORC 3517.13(I) and (J) and shall comply with all requirements contained therein;

N2N certifies that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including, but not limited to, any insurance coverage, workers' compensation, or unemployment compensation coverage and shall accept full responsibility for payment of all unemployment compensation insurance premiums, workers' compensation premiums, all income tax deductions and other federal, state, municipal or other tax liabilities, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by N2N on the performance of the work authorized by this Agreement. N2N agrees that neither it nor any individual providing services under this agreement are agents, servants or employees of UCSS or Union County by virtue of this Agreement, and understands the same are not public employees and are not entitled to contributions from UCSS or Union County to any public employees retirement system as a result of this Agreement;

N2N certifies funds provided under this agreement will not be used to cover a cost already covered by another state or federal funding source;

N2N covenants that it does not owe: I) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts are being contested in a court of law or not; and

N2N covenants that it has made no false statements in the process of obtaining a grant of funds. If N2N has knowingly made a false statement to obtain a grant of funds, N2N shall be required to return all funds to UCSS immediately.

#### 11. Notices

Any notice required or permitted to be given to a party under this Agreement shall by deemed given if mailed by certified or registered United States mail, return receipt requested, to the address of each party at the beginning of this Agreement.

#### 12. Validity of Provisions

If any provision of this Agreement is determined to be invalid, void, or otherwise unenforceable, that determination shall not affect the remaining part or portions of that provisions, or any other provisions of this Agreement.

This Contract and its terms and conditions shall be governed by the laws of the State of Ohio.

#### 13. General Provisions

N2N agrees that in the performance of this agreement, to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.); Title IX of the Education Amendments of 1978 (20 U.S.C. § 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131 et seq.); all provisions required by the implementing regulations of the Department of Agriculture and the Department of Health and Human Services; Department of Justice Enforcement Guidelines 28 CFR 50.3 and 42; and the Department of Agriculture, Food, and Nutrition Services (FNS) directives and guidelines to the effect that, no person shall on the grounds of race, color, national origin, sex, age, disability, or political beliefs or association, be excluded from participation in, be denied benefits of, or otherwise subject to discrimination under any program or activity for which the program applicant receives federal financial assistance from FNS.

Ensure that the funds paid under this contract are used, and the family services duties for which the grants are awarded are performed, in accordance with conditions, requirements, and restrictions applicable to the duties established by the Departments and state and federal laws, as well as the federal terms and conditions of the grant award.

This Agreement may be amended or modified up the agreement of the parties, only if the amendment or modification is in writing and signed by all the parties to the agreement. This written agreement supersedes all oral agreements. This Agreement shall also be governed by the laws of the State of Ohio.

Executive Orders: N2N affirms, understands, and will abide by the requirements of Executive Order 2019-12D and Executive Order 2022-02D regarding the prohibitions of performance of offshore services, locating State data offshore in any way, or purchasing from Russian institutions or companies, and both N2N and any subcontractor(s) shall comply with this prohibition, and complete the Standard Affirmation And Disclosure Form in Attachment A.

Confidentiality of Information: N2N shall not use any information, systems, or records made available to N2N for any purpose other than to fulfill the obligations specified herein. In the performance of any work authorized or funded under this Agreement, N2N specifically agrees to be bound by the same standards of confidentiality that apply to the employees of UCSS. The terms of this paragraph shall be included in any subcontracts or subgrant agreements executed by N2N for the work under this Agreement. N2N specifically agrees to comply with all state and federal confidentiality laws and regulations applicable to the programs under which this Agreement is funded. N2N is responsible for obtaining copies of all applicable rules governing confidentiality, and for ensuring compliance with the rules by its employees, contractors, or lower-tiered Recipients. To the extent the federal requirements apply to this Agreement, N2N agrees to current and ongoing compliance with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, including, but not limited to, 45 CFR 164.502 through 164.514, regarding the disclosure of protected health information.

Whistleblower Provisions: The terms of 48 CFR 3.908 apply to this Agreement. N2N shall not discharge, demote, discipline or otherwise discriminate against any employee of N2N as a reprisal for the employee's disclosure of information that the employee reasonably believes is evidence of gross mismanagement of this grant subaward, a gross waste of federal or state funds, an abuse of authority relating to this Agreement, a substantial and specific danger to public health or safety or a violation of any law, rule, or regulation related to this Agreement, when the disclosure is made to any of the following: a member of Congress, the Ohio or a U.S. Inspector General, the United States Government Accountability Office, a federal employee responsible for the oversight or management of the federal grant being sub-awarded through this Agreement, an authorized official of the Department of Justice or other law enforcement agency, a court or grand jury, the Director of Ohio Department of Aging

or any employees of ODA or the State of Ohio who are responsible to investigate, discover or address misconduct by the N2N and its staff. N2N shall inform its employees in writing of the rights and remedies provided to them under 41 U.S.C. 4712.

Records: UCSS and N2N agree compliance to submit program and financial information is critical to this Agreement. Therefore, N2N shall provide such information as requested by UCSS within ten (10) business days of receipt of UCSS's request and that failure of the N2N to comply with this provision could result in immediate suspension of payments or termination of this Agreement by UCSS. UCSS and N2N agree legible electronically created documents or electronically scanned and retrievable facsimiles of signed original documentation can serve in the place of the original documentation for the purpose of meeting the requirements of this Agreement, provided such documentation complies with ORC 9.01.

Should the collection of information related to this Agreement require the use of an information technology system (2 CFR 200.58), N2N shall adhere to the NIST Cybersecurity Framework to help ensure the security of any system used or developed by N2N. In particular, if the data to be collected includes Personally Identifiable Information (PII, 2 CFR 200.79) or Protected PII (2 CFR 200.82), N2N shall apply the appropriate security controls required to protect the privacy and security of the collected PII and/or Protected PII.

Environmental: N2N shall comply with all applicable State of Ohio and federal environmental laws, including wetlands, historic preservation, clean air and clean water acts, hazardous waste, and all other applicable environmental laws and regulations, orders or standards issued pursuant to those laws, including but not limited to the Clean Air Act (42 USC 7401-7671q) and Federal Water Pollution Control Act (3 USC 1251-1387). N2N shall comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including procurement items and solid waste management services in compliance with the guidelines of the Environmental Protection Agency at 40 CFR part 247.

EEO: N2N shall comply with the State of Ohio Equal Employment Opportunity (EEO) and Minority Business Enterprise (MBE) or Disadvantaged Business Enterprise (DBE) statutes including, but not limited to, ORC 125.111.

ADA: N2N shall comply with state and federal standards as outlined in the Americans with Disabilities Act (ADA).

Force Majeure: Neither party shall be liable for any delay in its performance that arises from causes beyond its control regardless of negligence or fault. The term "force majeure event" includes without limitation, the following: Acts of God, such as pestilence, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, and severe weather. Additional circumstances and events include pandemics, epidemics, states of emergencies, explosions, restraining of government and people, war, strikes, and other similar events or causes.

If either party cannot perform any part of its obligations under this Agreement because of force majeure, that party is excused from those obligations, to the extent that performance is prevented by the force majeure event and that party took all commercially reasonable steps to mitigate or avoid the effects of the force majeure event. If there is only a delay in performance, such delay may extend only for that time lost because of the force majeure event. At any time a party is unable to perform those above-referenced obligations, it must also do the following:

- Promptly notify the other party, in writing, of any material delay in performance due to a specified force majeure event;
- Provide detailed information of the force majeure event; and,
- Provide a proposed revised performance date to make up for performance delays due to the force majeure event. When applicable, the revised schedule must provide for performance time not to exceed the time lost as a result of the force majeure event.

#### 14. Insurance and Indemnification

N2N shall obtain and maintain all required licenses, training, and credentials of its staff, as well as licensing, registrations, and insuring of the vehicles involved with the service at their own expense.

N2N shall obtain and maintain while this Agreement is in effect the following types of insurance with limits of liability as stated from insurance companies licensed to do business in Ohio:

Commercial General Liability

\$1,000,000/occurrence; \$2,000,000/aggregate

Automobile Liability

(included)

N2N represents and warrants it has obtained and will maintain Workers' Compensation coverage as required by Ohio law while this Agreement is in effect.

In addition, N2N agrees to indemnify and hold harmless UCSS and Union County, its agents, and employees from any and all losses, claims, damages, lawsuits, costs, judgements, expenses, or any other liabilities which may incur as a result of bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, cause in whole or part by the negligent act or omission of the contractor, any subcontractor, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.

WITNESS, our agreement with the terms and conditions of this agreement by our signatures below as the authorized representative signatory of each of the respective entities to this agreement.

Union County Senior Services

Sue Ware, Human Services Director

Union County Neighbor to Neighbor, Inc.

Union County Assistant Prosecuting Attorney

Thayne D. Gray Prosecut

Digitally signed by Thayne D. Gray DN: cn=Thayne D. Gray, o, ou=Assistant Prosecuting Attorney, exasticity and once unity ship gray, c=475 Date: 702462.096757:52-6500°

Thayne Gray February 9, 2024 Union County Administrator

Bill Narducci

### **ADMINISTRATOR ACTION NO. 24-32A:**

# **Payment of Bills**

County Administrator William Narducci approved the payment of regular purchase order bills and the "then and now" bills submitted for the week of March 4, 2024:

Vendor	Name	CK RUN	Invoice	PO	Invoice Amt	Status	Dept
108	MCAULIFFE'S INC	030624	401841	20242210	3.99	Pending approval	404
1822	CONTINENTAL UTILITY	030624	R19256	20242306	6.60	Pending approval	422
1293	DELL MARKETING LP	030624	10732049541	20241385	14.68	Pending approval	414
9485	SEVERS, ROBERT	030624	Car Wash 2/20	20242257	16.00	Pending approval	420
6354	KRAMER ENTERPRISES,	030624	38492	20241465	16.18	Pending approval	422
3052	KITCHEN, SHARON	030624	AA 3.2024	20241754	17.85	Pending approval	420
3335	MAINZER, PETER	030624	AA 3.2024	20241751	17.85	Pending approval	420
298	TRACTOR SUPPLY COMPA	030624	Feb24	20242290	19.99	Pending approval	422
583	SHERWIN WILLIAMS	030624	9352-2	20237289	21.90	Pending approval	470
4356	KONICA MINOLTA BUSIN	030624	9009801018	20242224	22.40	Pending approval	404
146	PITNEY BOWES	030624	192253	20240440	22.90	Pending approval	438
52	DAYTON POWER & LIGHT	022824	1690502495 Jan 2024	20241544	25.87	Pending approval	418
52	DAYTON POWER & LIGHT	030624	1690502495 2/16	20240049	26.14	Pending approval	418
122	MARYSVILLE PRINTING	030624	56031	20242307	27.50	Pending approval	422
1522	CENTURYLINK	030624	Toll Free Feb-Mar	20242253	30.37	Pending approval	420
8365	DARTPOINTS	030624	125254	20237863	35.30	Pending approval	404
521	MASI	030624	4090208	20241461	35.55	Pending approval	422
3711	RIFFLARD, JOHNNY & A	030624	AA 3.2024	20241747	35.70	Pending approval	420
6066	HOSTETLER, SHELLIE	030624	AA 03.2024	20241759	35.70	Pending approval	420
2119	GORDON FLESCH COMPAN	030624	14574931	20241534	43.00	Pending approval	414
657	LANGUAGE LINE SERVIC	030624	9020512354	20242199	43.75	Pending approval	434
3917	AT&T MOBILITY	030624	X02192024	20241395		Pending approval	472
6354	KRAMER ENTERPRISES,	030624	38494	20236228	46.84	Pending approval	470
7406	AMAZON CAPITAL	030624	1JJL-FQR1-7DYM	20242281	47.32	Pending approval	422
6354	KRAMER ENTERPRISES,	030624	39799	20241474		Pending approval	422
2108	QUENCH USA, INC.	030624	INV07070685	20240746		Pending approval	470
5248	GUARDIAN MEDICAL MON	030624	30597	20242243		Pending approval	420
35	BOB CHAPMAN FORD INC	030624	82064	20240485		Pending approval	438
35	BOB CHAPMAN FORD INC	030624	82524B	20237822		Pending approval	438
1299	APCO INC	030624	1037487	20242234		Pending approval	438
3629	VISA	030624	11336081942549852	20242239		Pending approval	410
6168	SBA STRUCTURES, INC.	030624	IN15843141	20236260		Pending approval	470
3449	SHERMAN, SHANNON K &	030624	AA 3.2024	20241753		Pending approval	420
100	SOUTHEASTERN EQUIPME	030624	B90215	20242299		Pending approval	422
978	AEP OHIO	030624	10963163356	20240599		Pending approval	410
8543	TIRE DISCOUNTERS INC	030624	ITW-1053038415	20242293		Pending approval	422
1039	REPUBLIC WASTE SERVI	030624	0046-006113155	20242280		Pending approval	422
2119	GORDON FLESCH COMPAN	022824	14563187	20241534		Pending approval	414
128	MEMORIAL HOSPITAL UN	030624		20242260		Pending approval	420
2234	WALMART	030624	8981 2/22/24	20240060		Pending approval	418
978	AEP OHIO	030624	5027	20240599		Pending approval	410
	KONICA MINOLTA BUSIN	030624	9009800199	20242315		Pending approval	404
4356	JEREMY E. RINEHART	030624	AA 3.2024	20242313		Pending approval	420
9669		030624	14860-00	20241740		Pending approval	422
1574	TERMINAL SUPPLY CO.		14860-00 1YJJ-KMT7-3P3H	20242303		Pending approval	422
7406	AMAZON CAPITAL	030624	7133-KIVI 17-3F3FI	20242232	55.00	i circuit approvai	422

Vendor	Name	CK RUN	Invoice	PO	Invoice Amt	Status	Dept
7989	HOLT, KEVIN	030624	13345	20237741	100.00	Pending approval	438
1179	PERRY PROTECH	030624	INV813451	20242022	100.36	Pending approval	434
8365	DARTPOINTS	030624	125840	20237863	105.52	Pending approval	404
239	CAPITOL COPY INC	030624	INV831496,831669	20242255	107.10	Pending approval	420
1039	REPUBLIC WASTE SERVI	030624	0046-006115613	20241448	110.65	Pending approval	422
2361	TANNER, HEIDI	030624	192272	20242196	116.23	Pending approval	414
1039	REPUBLIC WASTE SERVI	030624	0046-006115612	20241448	116.65	Pending approval	422
1039	REPUBLIC WASTE SERVI	030624	0046-006113451	20241448	117.10	Pending approval	422
1127	QUILL CORPORATION	030624	37195190	20242238	118.31	Pending approval	434
936	STAPLES BUSINESS ADV	030624	8073307913	20240069	119.99	Pending approval	418
5673	COLUMBUS MESSENGER C	030624	50782	20242011	120.00	Pending approval	438
936	STAPLES BUSINESS ADV	022824	8072983409	20240069	120.30	Pending approval	418
638	RICHWOOD AUTO & FARM	030624	Jan24	20242310	120.47	Pending approval	422
8159	BEERLINE TV &	030624	5557-1	20242006	125.00	Pending approval	472
1127	QUILL CORPORATION	022824	37215281	20241532	130,99	Pending approval	414
5412	MONOPRICE, INC	030624	24044495	20241226	134.99	Pending approval	422
6354	KRAMER ENTERPRISES,	030624	38493	20242297	138.32	Pending approval	422
39	COLUMBIA GAS OHIO IN	03/06/24	20216	20240602	140.54	Pending approval	410
119	MARYSVILLE JOURNAL	030624	022124	20242227	142.99	Pending approval	404
9752	SUPREME COURT OF OHI	030624	192308	20242230	150.00	Pending approval	414
5346	O'REILLY AUTO ENT	030624	Jan24	20242305	152.79	Pending approval	422
2204	WALMART COMMUNITY BR	030624	1653968215	20242252	158.56	Pending approval	420
2191	AMAZON	030624	1JV1-RTY3-LRNF	20241989	159.90	Pending approval	438
9858	WEX BANK	030624	95082713	20242237	164.53	Pending approval	434
2262	INTERNATIONAL	030624	SIN362541	20240524	165.00	Pending approval	438
122	MARYSVILLE PRINTING	030624	55984	20242226	166.00	Pending approval	404
1127	QUILL CORPORATION	030624	36970347	20240621	170.86	Pending approval	410
39	COLUMBIA GAS OHIO IN	03/06/24	20217	20240602	180.38	Pending approval	410
1039	REPUBLIC WASTE SERVI	030624	0046-006113079	20242279		Pending approval	422
9080	CONTINENTAL BROADBAN	030624	INV-729934	20240593	193.50	Pending approval	404
833	VERIZON WIRELESS GRE	030624	9957009631	20242236	205.20	Pending approval	434
8630	FOX SUPPLY, LLC	030624	138130	20240064	225.52	Pending approval	418
9153	MACK, JARROD	030624	AA 03.2024	20241732		Pending approval	420
697	VANCE, SCOTT	030624	AA 3.2024	20241761		Pending approval	420
1747	THE COMPUTER WORKSHO	030624	72155	20237883		Pending approval	404
9846	RBG SYSTEMS, INC	030624	4006382	20241340		Pending approval	438
6978	MONTANEZ, RAFAEL	030624	02222024	20241540		Pending approval	414
521	MASI	030624	4080445	20241461		Pending approval	422
978	AEP OHIO	030624	15850	20240599		Pending approval	410
3686	REYNOLDS, RIDINA	030624	AA 3.2024	20241752		Pending approval	420
3862	ADAMS, ROBERT	030624	AA 3.2024	20241745		Pending approval	420
816	CUMMINS BRIDGEWAY LL	022824	T3-43601	20241548		Pending approval	418
3441	KLINKER, DAVID E.	030624	AA 03.2024	20241721		Pending approval	420
6354	KRAMER ENTERPRISES,	030624	38491	20242298		Pending approval	422
2809	ACORN DISTRIBUTORS I	030624	2276988	20242304		Pending approval	422
3960	SOUTHERN COMPUTER WA	030624	INV00801844	20241964	360.01	Pending approval	434

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1414 T 2245 R 108 M 1932 T 2119 G 633 J 122 M	TREASURER STATE OH RICHWOOD BANKING VIS MCAULIFFE'S INC TREASURER STATE OF O GORDON FLESCH COMPAN IJ KELLER & ASSOC MARYSVILLE PRINTING	030624 022824 022824 030624 030624	24201291 192164 401303 24L3044	20242225 20241527 20240061	500.74 528.84	Pending approval Pending approval	404
2245 R 108 M 1932 T 2119 G 633 J 122 M	RICHWOOD BANKING VIS MCAULIFFE'S INC TREASURER STATE OF O GORDON FLESCH COMPAN I J KELLER & ASSOC MARYSVILLE PRINTING	022824 022824 030624 030624	192164 401303 24L3044	20241527 20240061	528.84	Pending approval	성공성
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1932 T 2119 G 633 J 122 N	TREASURER STATE OF O GORDON FLESCH COMPAN J KELLER & ASSOC MARYSVILLE PRINTING	030624 030624	24L3044		573.95	110 M	0.000
2119 G 633 J 122 M	GORDON FLESCH COMPAN I J KELLER & ASSOC MARYSVILLE PRINTING	030624		20240470		Pending approval	418
633 J 122 N	J KELLER & ASSOC MARYSVILLE PRINTING			20240475	600.00	Pending approval	438
122 N	MARYSVILLE PRINTING	020624	IN14567632	20242259	618.10	Pending approval	420
		030024	9108777322	20242216	629,00	Pending approval	470
2548 N		030624	55961	20241404	643.77	Pending approval	404
	NEW PIG CORP	030624	24225130-00	20241560	651.49	Pending approval	472
2234 V	WALMART	022824	8981 Jan 2024	20241543	659.83	Pending approval	418
35 B	BOB CHAPMAN FORD INC	030624	82524	20240485	679.73	Pending approval	438
696 A	ACLOCHE'	030624	1125893	20242266	705.60	Pending approval	404
6660 C	CFIS GROUP INC.	030624	45284	20242295	745.76	Pending approval	422
126 N	MCWHERTER PETROLEUM	030624	135707	20242294	754.00	Pending approval	422
	HARR, MINDY	030624	AA 3.2024	20241750	767.55	Pending approval	420
	SENTINEL OFFENDER SV	022824	204436	20241538	780.84	Pending approval	414
	PETTINGELL, KIM	030624	AA 03.2024	20241749	797.89	Pending approval	420
	AT&T MOBILITY	030624	287304695737X022524	20240484		Pending approval	438
696 A	ACLOCHE'	030624	1125812	20242050	882.00	Pending approval	404
10	TYLER TECHNOLOGIES I	030624	130-1444778	20234775		Pending approval	438
	WINGS ENRICHMENT CEN	030624	3024616,3024617	20242261	908.00	Pending approval	420
	GOVERNMENT FORMS	03/06/24	(D)	20242203		Pending approval	410
	SUPERIOR BUILDING SE	030624	6721	20240643		Pending approval	470
	COLUMBIA GAS OHIO IN	030624	Jan/Feb24	20242289		Pending approval	422
	SHELLY MATERIALS INC	030624	2621792	20242296		Pending approval	422
	NETWORK9 LLC	030624	9454	20242249	1,077.00	Pending approval	420
	BLUE, ESQ., ROBERT M.	022824	192172	20241525		Pending approval	414
	SMART OIL COMPANY	030624	100781	20242303	1,102.00	Pending approval	422
	THE COMPUTER WORKSHO	030624	72348	20237883		Pending approval	404
	REPUBLIC WASTE SERVI	022824	0046-006106002	20240056	1757733773	Pending approval	418
	POSTMASTER	030624	Permit 2024	20241808	147501333333	Pending approval	422
	REASURER STATE OH (	030624	0421940-IN	20242262		Pending approval	420
	J KELLER & ASSOC	030624	9108781068	20242217		Pending approval	470
	RANKLIN COUNTY CORO	030624	23-0046	20242222		Pending approval	416
	HANDEL INFORMATION T	030624	17778	20240054		Pending approval	418
	ENOVO INC.	030624	6467199132	20242198	개화가 연락하	Pending approval	434
	ENOVO INC.	030624	6467124117,646712646	20241715		Pending approval	414
	DELL MARKETING LP	030624	10733008130	20241713		Pending approval	404
	3 & C	030624	7076916	20240408	10.5	Pending approval	438
	WOOD GODWIN, PENNY S	030624	12/2023, 1/2024 serv	20242256		Pending approval	420

Vendor	Name	CK RUN	Invoice	PO	Invoice Amt	Status	Dept
1293	DELL MARKETING LP	030624	10733626852	20241299	2,396.38	Pending approval	404
9859	TYLER TECHNOLOGIES I	030624	130-144477	20234702	2,826.53	Pending approval	412
8206	LEGENDS LIFT &	030624	UCSS012024	20242263	2,931.74	Pending approval	420
451	SMART OIL COMPANY	030624	100779	20242302	2,942.50	Pending approval	422
2733	GAYLORD BROTHERS	030624	2853690	20237464	2,988.12	Pending approval	412
410	SUNBELT RENTALS INC.	030624	150241183-0001	20242308	3,384.09	Pending approval	422
52	DAYTON POWER & LIGHT	030624	8845475817 2/16	20240048	3,424.71	Pending approval	418
52	DAYTON POWER & LIGHT	022824	8845475817 Jan 2023	20241542	3,460.33	Pending approval	418
516	SILCO FIRE PROTECTIO	030624	2588745	20240873	4,400.00	Pending approval	470
1293	DELL MARKETING LP	030624	10733253870	20241787	5,443.32	Pending approval	472
7385	ROCK GATE CAPITAL	030624	129306	20242202	5,510.00	Pending approval	420
1108	CARGILL INC	030624	2909238561	20242300	6,305.37	Pending approval	422
451	SMART OIL COMPANY	030624	100780	20242301	8,841.25	Pending approval	422
9014	13-IMAGESOFT LLC	030624	PRI-00002284	20233899	10,285.98	Pending approval	412
783	APPRAISAL RESEARCH C	030624	111581	20240448	10,314.00	Pending approval	404
8206	LEGENDS LIFT &	030624	UC012024	20242264	28,119.70	Pending approval	420
1167	UC CRIMINAL DEFENSE	030624	030124	20242314	49,285.50	Pending approval	404

3-4-24 Administrator 3/6/2024

\* \* \*

# **ADMINISTRATOR ACTION NO. 24-33A:**

# **Transfer of Appropriations and/or Funds**

County Administrator William Narducci approved the following transfers of appropriations and/or funds:

JOURNAL	LINE	ENTRY DATE	JNL SHORT DESC	JNL EFF DATE	AMD STATUS	JNL CLERK	ORG	OBJECT	PROJECT	COMMENT	DTL EFF DATE	DR/CR	AMOUNT
31		1 03/01/2024	CORlife	03/01/2024	Pending approval	Letitia	04160000	510305		Life Ins short new rates	03/01/2024	D	359.00
31		2 03/01/2024	CORlife	03/01/2024	Pending approval	Letitia	04160000	510320		Life Ins short new rates	03/01/2024	1	359.00

ADD'L DESC: Realign current appropriations for Life Ins rate changes. - Coroner

3.4.2024 Administrator 3/4/2024

			TRA	NSFER F	ORM			
3/8	Wednesday (Due to Auditor	by noon Thursday)						
	UCATS Da			ate: 2/29/2024				
	F	RESOLUTION RE:	TRA	NSFER	OF FUNDS			
A motio	m was made by	(-1:		and s	econded by			_
From:	prove the following transfer (s):  n: UCATS 36044508			Vehicle Maintenance		Α	530160	
	Fund Name	Org Number	Enginee	0	ject Name		Object Number	Project Number
To:	M & G Fund	25042200	(Vendor # 2509)		eimbursement	R	480136	
	Fund Name	Org Number			ject Name		Object Number	Project Number
		Amount: \$		5	1,058.90			
From:						Exp		
	Fund Name	Org Number	-	Ot	eci Name	-	Object Number	Project Number
To:		_	1554			Rev		
	Fund Name	Org Number	6 33	Ot	ect Name	-	Object Number	Project Number
		Amount: \$						
From:						Ехр		
	Fund Name	Org Number	6 0	06	ect Name	Exp	Object Number	Project Number
To:						Rev		
	Fund Name	Org Number Amount: \$		Ob	ect Name		Object Number	Project Number
	on English					_		
	or Request: service work 12/5/2023	Inv # 000524	-	\$	100.00		Transfer total:	
	service work 12/11/2023	Inv # 000526		\$	105.83	-		
	service work 12/13/2023	/nv # 000527		\$	82 02	-		
	service work 12/19/2023	Inv # 000528		5	102.48		\$ 1,058.90	
viechanic	service work 12/19/2023	Inv # 000529	-	\$	359.32			
				Annes	ad by Ad-1-1-			
				Approv	ed by Administ	rator	WAN	
Roll call v	rote resulted as follows:				Steve Ro			
c Au	uditor				Dave Lav	Burke		
					Dave La	wrence		
						C.J.:	DEOC	
EQUEST	ER ACKNOWLEDGEMENT	[ I have reviewed the	ahoua n	afaranced as		Date:	3-4.24	
pproprietio	ns are available, and free of prior	encumbrances (including	blanke.	t purchase o	rders):	Tilled th	Hiteo	
					7			
rev	vised 12/28/2022			Audite	or's Office Appr	leun	HP 30	124
					omee App			

\* \* \*

- \* County Administrator William Narducci provided the following updates:
  - Wade Branstiter reached out to him yesterday requesting a letter of support for a federal program that has been available since 2021. It is the Affordable Connectivity Program for low income residents. There are over 5,000 households in Union County that are eligible and 2,600 are using it. It caps the monthly internet fee at \$20. Mr. Branstiter is in the process of preparing a letter of

- support. If the board is comfortable moving forward, Mr. Branstiter could probably have it ready for next week.
- March 5<sup>th</sup>, he toured the AMIC facility, which is the Automotive & Mobility Innovation Center. The purpose is to foster development for companies interested in locating in Union County. It also provides a large meeting area. The Economic Development staff will be relocating to this facility. There was a service panel delay, but construction should be finalized by the end of April.
- He met with Dublin, Fairbanks and North Union Schools, along with Eric Phillips and Terry Emery to discuss growth and development concerns and issues. Union County is unique in the fact that it is experiencing significant growth. They created this group to discuss goals and incentivization. Adam Schirg has taken the lead for the schools and Eric Phillips has been acting as the county's liaison.
- The Comprehensive Plan Utilities Subcommittee is meeting March 8<sup>th</sup>. Hopefully the plan will be concluded by the end of the year.

\* \* \*

- \*Assistant County Prosecutor Thayne Gray provided the following update:
  - He is working on several matters that will be brought before the commissioners in the future.

\* \* \*

- \*Assistant County Administrator/Budget Officer Letitia Rayl provided the following updates:
  - She has been working on general business matters.
  - The state auditor is onsite and commencing the county audit.
  - Brad Gilbert will be coordinating a drill on March 20<sup>th</sup> for tornado awareness.

\* \* \*

\*Clerk to the Board of Commissioners Sara Early had no report.

\* \* \*

\*Commissioner David A. Lawrence provided the following updates:

- He attended the ribbon cutting at the Grain Wedding & Event Center on March 3<sup>rd</sup>. It is a nice venue for Marysville and will accommodate up to 700 people throughout the building.
- Mr. Narducci and he attended the State of the City address, which was well attended. A topic was a roundabout coming in 2026 at Five Points.

\* \* \*

Commissioner Dave Burke provided the following updates:

- He is meeting with Sue Ware and Adam Negley to discuss the consolidation of grant requests for OneOhio funds.
- Discussions with Jerome Township are ongoing. He stated that they are closer than they have been in the past to coming to a resolution.
- Selection of an attorney to represent three townships and the county on the Richwood Solar matter is close. Commissioner Robinson is not a part of this selection process since he is the liaison on the OPSB.

\* \* \*

Commissioner Steve Robinson provided the following updates:

He was in the office for various meetings and to sign some documents this past week.

\*Received Village Neighborhood Section 11 Phase 2 Plat for signature.

\*Commissioner Steve Robinson adjourned the meeting at 10:04 a.m.

The preceding Minutes were read and approved March 13, 2024.

Digitally signed by Steve Robinson
DN: cn=Steve Robinson, o=Union
County, ou=Commissioner,

email=searly@unioncountyohio.g ov, C=US Date: 2024.03.13 12:14:30 -04'00' Adobe Acrobat version: 2020.005.30574

Steve Robinson Commissioner

Digitally signed by David A Lawrence
DN: cn=David A Lawrence,
o=Commissioners,
o=Commissioners,
email=searly@unioncrountyohio.gov,
c=US
Date: 2024.03.13 12:13:57-04'00'
Adobe Acrobat version:
2020.005.30574

David A. Lawrence Commissioner

> Digitally signed by David Burke DN: cn=David Burke, o=Union County, ou=Commissioner, email=searly@unioncountyohio. gov, c=US Date: 2024.03.13 12:13:34 -04'00'

Adobe Acrobat version: 2020.005.30574

Dave Burke Commissioner

Jata Ranly Digitally signed by Sara Early DN. cn-Sara Early, o-Union Cours Course And Sara Carly, o-Union Cours Date: 2020.33.13 12.13.08 -4.070 Date: 2020.33.13 12.13.08 -4.070

Sara Early, Clerk to the Board

### UNION COUNTY COMMISSIONERS JOURNAL 2024 March 11, 2024

The Union County Commissioners met in special session this 11<sup>th</sup> day of March, 2024, with the following members present:

Steve Robinson, President David A. Lawrence, Vice President Dave Burke, Commissioner William Narducci, County Administrator

\* \* \*

\*Commissioner Robinson called the special meeting to order at 8:27 a.m. The purpose of this meeting was to discuss matters related to Memorial Hospital.

\* \* \*

### **RESOLUTION NO. 24-130:**

# Executive Session - Pursuant to Ohio Revised Code Section 121.22(G)(7) - To Consider Trade Secrets of a County Hospital

The Board of County Commissioners entered into executive session at 8:27 a.m. for the purpose of considering trade secrets of a county hospital, pursuant to Ohio Revised Code Section 121.22(G)(7). In attendance were: William Narducci, County Administrator; Chip Hubbs, President/CEO/Memorial Hospital; Melanie Ziegler, Vice President of Community Engagement/Memorial Hospital; and Michael Hildebrand, Vice President, Public & Community Health Systems Practice Deputy/Jarrard, Inc. The session ended at 9:43 a.m.

\*No action was taken.

A motion was made by Steve Robinson and seconded by David A. Lawrence to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea David A. Lawrence, Yea

\* \* \*

<sup>\*</sup>Commissioner Robinson adjourned the meeting at 9:43 am.

The preceding Minutes were read and approved March 13, 2024.

Digitally signed by Steve Robinson DN: cn=Steve Robinson, o=Union County, ou=Commissioner, email=searty@unioncountyohio. gov, c=U5 Date: 2024.03.13 16:11:50 -04'00' Adobe Acrobat version: 2020.005.30574

Steve Robinson Commissioner

Digitally signed by David A. Lawrence
Dix: cn-David A. Lawrence
On: cn-David A. Lawrence
commissioners, our-Commissioner,
email-searly@unioncountyohio.gov,
eUS
Date: 2024.03.13 16:11:23 -04'00'
Adobe Acrobat version:
2020.005.30574

David A. Lawrence Commissioner

Digitally signed by David Burke
DN: cn=David Burke, o=Union
County, ou=Commissioner,
email=searly@unioncountyohio.go
V, c=US
Date: 2024.03.13 16:10:58 -04'00'
Adobe Acrobat version:
2020.005.30574

Dave Burke Commissioner

Digitally signed by Sara Early DN: cn=Sara Early, o=Union County Commissioners, ou=Clerk, email=searly@unioncountyohio.g ov, c=US Date: 2024.03.13 16:10:34 -04'00' Adobe Acrobat version: 2020.005.30574

Sara Early, Clerk to the Board

(Please note the Clerk to the Board was not present and the minutes were transcribed from notes duly taken by County Administrator Narducci.)

### UNION COUNTY COMMISSIONERS JOURNAL 2024 March 13, 2024

The Union County Commissioners met in regular session this 13<sup>th</sup> day of March, 2024, with the following members present:

Steve Robinson, President
David A. Lawrence, Vice President
Dave Burke, Commissioner
William Narducci, County Administrator
Letitia Rayl, Assistant County Administrator/Budget Officer
Sara Early, Clerk to the Board

\* \* \*

\*Commissioner Robinson called the meeting to order at 8:30 a.m.

\* \* \*

\* Thayne Gray, Assistant Prosecuting Attorney; Sheriff Jamie Patton; and Mike Williamson, Marysville Journal Tribune, were in attendance.

\* \* \*

Old Business: None.

\* \* \*

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\*Sheriff's Office Updates and Discussion and Consideration of Proposed Resolutions:

#### **RESOLUTION NO. 24-131:**

<u>Agreement for School Resource Officer – Union County, Ohio Board of County Commissioners,</u> <u>Acting Through the Union County Sheriff's Office, and North Union Local School District – Sheriff</u>

The Board of County Commissioners approved the following agreement:

#### AGREEMENT FOR SCHOOL RESOURCE OFFICER UNION COUNTY, OHIO NORTH UNION LOCAL SCHOOL DISTRICT

North Union Local School District ("North Union"), by its Board of Education, 12920 State Route 739, Richwood, Ohio, 43344; and the Board of County Commissioners, Union County, Ohio (the "Board"), 233 W. Sixth Street, Marysville, Ohio, 43040, acting through the Union County Sheriff (the "Sheriff"), 221 W. Fifth Street, 2nd Floor, Marysville, Ohio, 43040, (the "Sheriff") and the "Board" collectively, the "County"), make this Agreement for a School Resource Officer under these circumstances.

WHEREAS, the North Union Local School District agrees to purchase from the County, and the County, acting through the Sheriff, agrees to provide for North Union and to manage a School Resource Officer (SRO) Program in North Union consisting of one (1) full time School Resource Officer, a cruiser, and the customary supplies and equipment issued to a sheriffs deputy; and

WHEREAS, North Union and the Sheriff have concurrently, by a separate and dependent agreement, committed to pay for the costs of the SRO Program (the School Resource Officer Fiscal Agreement); and

WHEREAS, North Union and the County agree these principles shall guide the relationship described in this Agreement for an SRO:

- Excellent public education is essential to the well-being of individuals and communities.
- Schools must be safe to provide an excellent education for all students.
- · Preventing misbehavior is paramount in maintaining safe schools.
- Positive relationship-building and a supportive school culture are crucial methods of preventing misbehavior.
- Students who misbehave should face consequences that are effective, developmentally
  appropriate, and fair, that help them learn from their mistakes; that minimize loss of
  instruction time; and that address the root causes of their misbehavior.
- Alternatives to arrests and court referrals e.g. referrals to restorative justice, community services, mental health, mentoring, restitution, and substance abuse programs are best.
- Searching and interrogating students, and arresting and referring student to court, unless
  absolutely necessary, is counterproductive to the role of schools.
- Meaningful engagement by all stakeholders including students, parents, and teachers is
  essential to school safety and positive school climate.

WHEREAS, North Union and the County, acting through the Sheriff, set out in this Agreement for a School Resource Officer their mutual responsibilities and obligations regarding the School Resource Officer Program in North Union.

Now, THEREFORE, in consideration of the mutual promises and obligations stated below, the parties agree:

 GOALS AND OBJECTIVES. North Union and the County share these goals and objectives regarding the School Resource Officer (SRO) Program:

### UNION COUNTY COMMISSIONERS JOURNAL 2024 March 13, 2024

- A. Promote school safety and positive school climate.
- B. Promote effectiveness and accountability.
- C. Minimize the number of students unnecessarily out of the classroom, arrested at school, and court involved.
- D. Create a shared understanding among the North Union Board of Education members, staff, parents, and students; the Sheriff, his deputies, and staff; and the southern Union County Community:
- E. That school administrators and teachers are solely responsible for school discipline and culture.
- F. That law enforcement should not be involved in the enforcement of school rules; and that clear delineation of the roles and responsibilities of law enforcement, with regular review by all stakeholders, is essential.
- G. To foster educational programs and activities that will increase student's knowledge of and respect for the law and the function of law enforcement agencies.
- H. To encourage the SRO to go to extra-curricular activities held at schools, when possible.
- I. To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, such as: disorderly conduct, trespassing, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled substances.
- J. To report serious crimes that occur on campus and to cooperate with the law enforcement officials in their investigation of crimes that occur at school.
- K. To cooperate with law enforcement officials in their investigations of criminal offenses which occur off campus.

#### II. EMPLOYMENT AND ASSIGNMENT OF SCHOOL RESOURCE OFFICERS

- A. The Sheriff agrees to appoint a deputy sheriff as a School Resource Officer (SRO) during the term of this Agreement. The SRO shall be a County employee and shall be subject to the administration, supervision, and control of the Sheriff, except as such administration, supervision and control is subject to the terms and conditions of this Agreement.
- B. The Sheriff agrees to administer payment of the SROs' salary and employment benefits as provided in the salary schedules and employment practices of the County, including but not necessarily limited to: sick leave, annual leave, retirement compensation, disability salary continuation, workers compensation, unemployment compensation, life insurance, dental insurance, and medical/hospitalization insurance. The SROs shall be subject to all personnel policies and practices of the County except as such policies or practices may have to be changed to comply with the terms and conditions of this Agreement.
- C. The Sheriff, in its sole discretion, shall have the power and authority to hire, discharge and discipline SROs. The County agrees that North Union are not responsible for any claims, suits or causes of action arising out of allegations of unfair or unlawful employment practices brought by an SRO.

### UNION COUNTY COMMISSIONERS JOURNAL 2024 March 13, 2024

D. The Sheriff shall assign one SRO to North Union. If the SRO is absent from work, the SRO shall notify both his supervisor at the Sheriff's Office and the principal of the school to which the SRO is assigned.

#### III. DUTY HOURS

- A. SRO Daily Schedule-The SRO will normally work from 7:30 am until 3:30 pm, Monday through Friday. The SRO will radio in and out of service each day using their portable radio. The SRO may adjust his or her schedule, with the approval of a supervisor, to accommodate school activities and requests. Overtime may also be approved in advance by the SRO supervisor to accommodate these activities. SRO's are permitted to leave the school campus for official business or for travel between buildings and must leave information with school officials regarding their whereabouts and estimated time of absence. The SRO is to eat their lunch at their assigned/scheduled school of the day. When school is not in session, such as holidays, professional days, snow days, and summer break, the SRO will report to the Sheriffs Office for further assignment. The SRO will advise the building principal, or the principal's designee, of the SRO's daily schedule of activities and location. Any time spent by the SRO attending court juvenile and/or criminal cases arising from and/or out their employment as the SRO shall be hours worked under this Agreement.
- B. If an emergency occurs, the Sheriff may order the SRO to leave the school duty station during normal work hours as described above and to perform other services for the County, the time spent shall not be hours worked under this agreement. In such an event, the amount paid by North Union to the County shall be reduced by the number of hours of SRO service not provided to North Union or the hours shall be made up in a way determined by agreement of the parties.
- IV. BASIC QUALIFICATIONS OF SCHOOL RESOURCE OFFICERS (SROs). To be an SRO, a deputy must first meet all these basic qualifications:
  - A. Be a commissioned peace officer and must have two years of law enforcement experience.
  - B. Be certified as a DARE instructor.
  - C. Have completed training as a school resource officer through the Ohio School Resource Officer Association, or an equivalent training program.
  - D. Know the applicable federal and state laws, municipal, township and county ordinances, and Board of Education polices and regulations.
  - E. Be capable of conducting in depth criminal investigations.
  - F. Have an even temperament and set a good example for students; and
  - G. Have interpersonal communication skills that will enable the officer to function effectively within the school environment.

### V. DUTIES OF SCHOOL RESOURCE OFFICERS

- A. To protect lives and property of the citizens and public-school students of North Union.
- B. To investigate criminal activity committed on or adjacent to school property.
- C. To answer questions and conduct classroom presentations for students in the law related education field.

### UNION COUNTY COMMISSIONERS JOURNAL 2024 March 13, 2024

D. To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned.

#### VI. CHAIN OF COMMAND

- A. As an employee of the Sheriff, the SRO shall follow the chain of command as stated in the Sheriffs Policies and Procedure Manuals.
- B. In performing day-to-day duties, the SRO shall coordinate and communicate with the principal, or the principal's designee, in the school building to which the SRO is assigned.

#### VII. TRAINING/BRIEFING

- A. The SRO shall go to monthly training and briefing sessions. These sessions will be held at the direction of the Sheriffs Division Commander. Briefing sessions will be conducted to provide for the exchange of information between the Sheriff and liaison, officers. Training Sessions will be conducted to provide the SRO with appropriate in-service training such as up-dates in the law, in-service firearms training, and in-service unarmed self-defense training, among other topics.
- B. North Union will provide the SRO with copies of Board disciplinary policies and codes and the discipline codes of each school to which the SRO may be assigned. North Union may provide training in Board of Education policies, regulations, and procedures.

VIII. DRESS CODE. The County will provide, and the SRO shall wear an agency issued uniform.

#### IX. SUPPLIES AND EQUIPMENT.

- A. The County agrees to provide each SRO with all equipment. The County shall provide a standard patrol vehicle for use by the SRO. In addition, the County agrees to:
  - 1. Maintain the vehicle assigned to the SRO.
  - Pay for gasoline, oil, replacement tires and other expenses associated with operating the vehicle
  - Purchase and maintain comprehensive general auto liability insurance on the vehicle in an amount not less than the coverage recommended by the Risk Manager for the County.
- B. Weapons and ammunition. The County agrees to provide the standard issue pistol and rounds of ammunition for the SRO.

#### X. OFFICE SUPPLIES:

- A. North Union agrees to provide the SRO with the usual and customary office supplies and forms required in performing their duties.
- B. In addition, North Union shall provide a private office within the school accessible by the students for the SRO.
- C. North Union shall also provide the SRO with a computer, network and interne access, a printer and access to a non-public fax machine for confidential intelligence sharing.

#### XI. SCHOOL DISCIPLINE MATTERS

### UNION COUNTY COMMISSIONERS JOURNAL 2024 March 13, 2024

- A. North Union, through its staff, has primary responsibility for the administration of student discipline, including student code of conduct violation and student misbehavior. The SRO shall not act as a school disciplinarian.
- B. The building principal and appropriate school staff are responsible for investigating and determining, in their discretion, whether a student has violated school and/or board disciplinary codes or standards and the appropriate administrative action to take. Even if primary responsibility for school discipline is with North Union, the SRO may share information with school administration/staff, which may aid in determining whether a disciplinary offense occurred; and such information sharing is encouraged.
- C. The building principal, school administration, or staff may notify the SRO of incidents or activities possibly giving rise to criminal or juvenile law violations. In such case, the SRO will determine whether law enforcement action is appropriate.
- D. The SRO is not responsible for requests to resolve routine discipline matters involving students, unless the violation or misbehavior involves criminal conduct or other conduct that poses an unreasonable risk of harm to the student involved or others.

### XII. TRANSPORTING STUDENTS

- A. The SRO shall not transport students in a Sheriffs vehicle except: when the students are victims of a crime, under arrest, or some other emergency circumstances exist or when students are suspended and sent home from school under school disciplinary actions, if the student's parent or guardian has refused or cannot pick-up the child within a reasonable time period and the student is disruptive or disorderly and his or her continued presence on campus is a threat to the safety and welfare of the student, other students, and/or school staff, as determined by the school resource officer or his/her supervisor.
- B. The SRO may, with express permission from the student's parent, transport a student for positive relationship-building. If circumstances require that the SRO transport a student, then the school officials must provide a school official or employee of the same gender of the student to be transported to accompany the deputy in the vehicle.
- C. If the student to be transported off campus is not under arrest, a victim of a crime, or violent or disruptive, the school administration shall transport the student and the SRO may accompany a school official in transporting a student.
- D. A student shall not be transported to any location unless it is determined that the student's parent, guardian, or custodian is at the destination to which the student is being transported. SROs shall not transport students in their personal vehicles.
- E. SROs shall notify the school principal before removing a student from campus.

### XIII. INVESTIGATION, INTERROGATION, SEARCH, AND ARREST PROCEDURES

- A. School administrators shall not question, interview, or interrogate students about possible criminal conduct on behalf of or as agents of the SRO or the Sheriff.
- B. If the SRO, acting within the scope of her or his duties as an SRO, participates in an interrogation of a student, or obtains information which may be used against a student in a judicial proceeding, the SRO shall follow all state and federal laws regarding arrests, searches, seizures, and interrogations of students.

### UNION COUNTY COMMISSIONERS JOURNAL 2024 March 13, 2024

C. If the school official, in exercising the school's authority to conduct a search, requests "standby" assistance from the SRO to protect the safety of all persons involved in the search, the SRO shall do so.

#### XIV. CONTROLLED SUBSTANCES

- A. School officials shall notify the SRO in all cases involving ALL suspected possessions, sales, or distribution of controlled substances at school or school activities.
- B. Any controlled substances or suspected controlled substances confiscated by school officials shall be turned over to the SRO for proper identification and eventual destruction.
- C. If there is probable cause to believe that a student or any other person has sold or is selling controlled substances at or near a school, the SRO shall be notified and the SRO should file a juvenile petition or seek a criminal warrant. However, the decision to initiate a juvenile petition or criminal warrant will be at the discretion of the SRO.

#### XV. ACCESS TO EDUCATION RECORDS

- A. The Family Educational and Privacy Act ("FERPA"), 20U.S.C. §1232g, and related regulations, 34 C.F.R. Part 99, and provisions of the Ohio Revised Code, including, without limitation, R.C. §3319.321, R.C. §149-43 ("Public Records" law), parts of the Ohio Administrative Code, as relevant to the Sheriffs policies and North Union policies will govern sharing of information.
- B. If a student's education records contain Personally Identifiable Information (PII) that is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO that information needed to respond to the emergency based on the scriousness of the threat to someone's health or safety; the need of the information to meet the emergency and the extent to which time is of the essence. The SRO's use of such information is limited to the period of that emergency.
- C. Management of Students' Personally Identifiable Information.
  - The parties agree that all student records are confidential, as provided by law and North Union policies.
  - 2. Information that North Union designates as directory information in its annual FERPA notice can be released without consent unless the parent or guardian of a child affirmatively gives written notice withdrawing consent to release of such information. North Union will give the Sheriff a copy of the its annual FERPA notice each school year during the term of this agreement.
  - North Union shall be responsible for complying with the requirements of 34 C.F.R. Part 99.7(a) regarding sharing information with the SRO and the Sheriff.
- D. North Union will grant the SRO access to its camera system and student information databases only when the SRO acts as a school official with a legitimate educational interest in the information. The SRO is acting as a school official with a legitimate educational interest in the information when:
  - The information is necessary to perform services under this Agreement that would otherwise be performed by North Union employees. The SRO is under North Union direct control regarding the use and maintenance of the student information.

### UNION COUNTY COMMISSIONERS JOURNAL 2024 March 13, 2024

- The SRO will only use PII for the use for which it was provided and may not redisclose the PII without consent.
- E. The Sheriff acknowledges that the SRO may receive PII under this Agreement. The Sheriff agrees that the Sheriff and any Sheriffs deputy or other employee, including the SRO, shall not access, use, or disseminate or otherwise redisclose any student information deemed personally identifiable, as defined in FERPA or R.C. §3319.321, and received under this Agreement in violation of those laws or other law applicable to North Union regarding such information.
- F. The SRO shall obtain training as to FERPA requirements and the SRO's duty to handle such information in compliance with those requirements. The parties agree that student information obtained from the North Union student information databases or other education records (as defined by law, including but not limited to 20 U.S.C. §1232g(a)(4)) is protected and does not become subject to release under R.C. §149.43 or other public records laws by means of law enforcement reporting.
- G. North Union will not release PII to the SRO for law enforcement purposes without either parental consent or a lawfully issued subpoena before release, unless obtained:
  - Upon receipt of a lawfully issued subpoena, North Union will give notice of the subpoena to the student's parent or the eligible student.
  - North Union will allow a reasonable time for the parent or eligible student to move to quash the subpoena.
  - If the parent or eligible student does not move to quash within that time, North Union will provide the student information and educational records described in the subpoena to the SRO or Sheriff
- H. Nothing in this Agreement shall change, restrict, or in any way interfere with North Union or any of its employees from complying with obligations under R.C. §2151.421 to report information regarding suspected or actual child neglect or abuse, including but not limited to providing supporting documentation, video recordings or statements without prior consent. Records, files, documents, and other materials the SRO creates for a law enforcement purpose, including records of the SRO's personal observations, are not subject to FERPA protection, and the Sheriff may maintain such records.
- XVI. TERM OF AGREEMENT The term of this agreement is one year beginning on January 1, 2024 and ending on December 31, 2024. The Agreement shall be renewed and extended annually for additional and successive one-year terms unless notice of non-renewal is given by either party, in writing, before June 15th of the initial or any succeeding term.

#### XVII. CONSIDERATION.

- A. For and in consideration of the SRO Program, the County and North Union have concurrently signed a separate, but dependent, School Resource Officer Fiscal Agreement with the to provide funding for the North Union SRO Program.
- B. The School Resource Officer Fiscal Agreement is attached to this AGREEMENT FOR SCHOOL RESOURCE OFFICER as Exhibit A and incorporated by reference.

### UNION COUNTY COMMISSIONERS JOURNAL 2024 March 13, 2024

C. As a mutual condition of signing this AGREEMENT FOR SCHOOL RESOURCE OFFICER, the County and North Union have required that the School Resource Officer Fiscal Agreement be entered into concurrently with this AGREEMENT. Any default under the School Resource Officer Fiscal Agreement shall be a default under this AGREEMENT FOR SCHOOL RESOURCE OFFICER. Whenever a default has occurred, the non-defaulting party may exercise, from time to time, any rights, and remedies available to it under either of the Agreements.

#### XVIII. INSURANCE AND RESPONSIBILITY FOR ACTIONS.

- A. The Parties, as governmental entities or political subdivisions lack authority to indemnify.
- B. North Union and the County agree that each will be and shall be responsible for its own actions and/or the actions of its respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants resulting from performing and/or providing services or programs under this AGREEMENT.
- C. The County and North Union, respectively, agree to be individually and solely be responsible for any and all claims, lawsuits, liability, losses, damages, injuries (including death), and/or related expenses that each may incur as. a result of their own actions and/or the actions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants, in performing and/or providing services or programs under this AGREEMENT.
- D. The County shall purchase and maintain in full force and effect during the term of this agreement a general comprehensive liability insurance policy with coverage in an amount of not less than One Million dollars (\$1,000,000.00) per occurrence for any acts or omissions that occur, or claims made during the term of the agreement.
- E. North Union shall purchase and maintain in full force and effect during the term of this agreement a general comprehensive liability insurance policy with coverage in an amount of not less than One Million dollars (\$1,000,000.00) per occurrence for any acts or omissions that occur or claims made during the term of the agreement.

#### XIX. EVALUATION; DATA COLLECTION.

- A. The parties agree that North Union shall evaluate the SRO Program annually and the performance of the SRO on forms developed jointly by the parties. The parties agree that North Union evaluation of the deputy is advisory only and that the Sheriff retains the final authority to evaluate the performance of the SRO.
- B. North Union and the Sheriff shall work together to collect data on all of the following that occur on North Union property:
  - 1. Uses of force.
  - 2. Searches
  - Questioning.
  - 4. Arrests and complaints, charges, or other referral to court
- C. The collected data shall be disaggregated by:
  - 1. Action taken

- 2. Deputy's name
- 3. Deputy's position (SRO, other)
- 4. Location (e.g., school's name)
- D. By September 1 each year, North Union and the County shall provide a detailed summary of the data from the previous school year. The Sheriff and North Union shall also comply with any applicable state or federal reporting requirements.

#### XX. DEFAULT AND TERMINATION.

- A. Except as otherwise provided in this Agreement, if any default occurs in or breach of this Agreement or any of its terms or conditions by the County or North Union, then upon written notice from the non-defaulting party, the defaulting party shall proceed promptly to cure or remedy such default or breach. If such remedial action is not taken or not diligently pursued within thirty (30) days of such written notice, the party asserting the default or breach may either (a) terminate the AGREEMENT, or (b) institute such proceedings at law or in equity as may be necessary or desirable, in its opinion, to remedy such default or breach.
- B. No failure by any party to insist on the strict observance or performance by the other party of any covenant, agreement or obligation under this Agreement and no failure to exercise any right, remedy or power consequent upon a breach thereof, shall be a waiver of any right to strict observance or performance or a waiver of any breach. No express waiver shall be considered to apply to any other breach or to any existing or subsequent right to remedy the breach.
- C. Despite the foregoing, either party may terminate this AGREEMENT at any time and for any reason by giving at least sixty (60) days advance notice, in writing, to the other Party. The County will have the right to receive compensation for any services satisfactorily performed through the date specified on the notice as the effective date for such termination

#### XXI. CIVIL RIGHTS; ACCESSIBILITY

- A. The Parties agree that as a condition of this AGREEMENT, there shall be no discrimination against any student, client, and/or any employee because of race, color, sex, religion, national origin, disability, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and later amendments. It is further agreed that Parties will comply with all applicable federal and state laws regarding such discrimination. Any agency found to be out of compliance with this paragraph may be subject to termination from this AGREEMENT.
- B. The Parties agree as a condition of this AGREEMENT to make all Services provided under this AGREEMENT accessible to the disabled/handicapped. The Parties further agree as a condition of this AGREEMENT to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.0 794), all requirements imposed by the applicable regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and to termination from the AGREEMENT.

XXII. NOTICE. Except as otherwise specifically set forth in this Agreement, notices, demands,

re-quests, consents or approvals given, required, or permitted to be given shall be in writing and shall be considered sufficiently given if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at these addresses:

As to the County:

Union County Sheriff 221 West Fifth Street Marysville, OH 43040

Copy to:

Union County Prosecutor 249 West Fifth Street Marysville, OH, 43040

As to North Union:

North Union Local School District 12920 State Route 739 Richwood, Ohio 43344

Notice shall be considered received upon actual receipt, unless sent by certified mail, in which event this notice shall be considered to have been received when the return receipt is signed or refused. North Union and County, by notice given, may designate any further or different addresses to which subsequent notices, certificates, requests, or other communications shall be sent. Any defect, delay, or failure in the copy of a Notice to Counsel will not affect otherwise proper notice of a party.

XXIII. COUNTERPARTS; SIGNATURES. This AGREEMENT may be executed in two or more counterparts including signing a facsimile or scanned electronic version, which together shall be a single instrument. This AGREEMENT and any document relating to it may be executed and transmitted to any other party by facsimile or other electronic imaging method, which shall be considered, and used in all respects as, an original, wet-inked, manually executed document.

IN WITNESS WHEREOF, the parties have caused this SCHOOL RESOURCE OFFICER FISCAL AGREEMENT to be executed the day and year written below.

NORTH UNION LOCAL SCHOOL DISTRICT:

Justin Uffermen, Superintendent

3-7-24 Date

BOARD OF COUNTY COMMISSIONERS, UNION COUNTY, OHIO

Steve Robinson, Commissioner

3/13/2024 Date

Place Burker Commissioner

3/13/2024

David A. Lawrence, Commissioner

3/13/2024 Dath

UNION COUNTY SHERIFF

Malcom I "Jamie" Pappo

Date 24

Approved as to Form:

Samantha M. Hobbs

Assistant Prosecuting Attorney Union County Prosecutors Office 3/7/24

Date

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A motion was made by Dave Burke and seconded by Steve Robinson to approve this resolution and was carried by the following vote:

\* \* \*

### UNION COUNTY COMMISSIONERS JOURNAL 2024 March 13, 2024

#### **RESOLUTION NO. 24-132:**

<u>School Resource Officer Fiscal Agreement – Union County, Ohio Board of County Commissioners, Acting Through the Union County Sheriff's Office, and North Union Local School District – Sheriff</u>

The Board of County Commissioners approved the following agreement:

#### SCHOOL RESOURCE OFFICER FISCAL AGREEMENT UNION COUNTY, OHIO NORTH UNION LOCAL SCHOOL DISTRICT

North Union Local School District ("North Union"), by its Board of Education, 12920 State Route 739, Richwood, Ohio, 43344; and the Board of County Commissioners, Union County, Ohio (the "Board"), 233 W. Sixth Street, Marysville, Ohio, 43040, acting through the Union County Sheriff (the "Sheriff"), 221 W. Fifth Street, 2nd Floor, Marysville, Ohio, 43040, (the "Sheriff" and the "Board" collectively, the "County"), make this School Resource Officer Fiscal Agreement under these circumstances.

WHEREAS, North Union and the Sheriff concur in promoting safer school communities through a collaborative effort to provide a Union County Deputy Sheriff to work as a School Resource Officer in the North Union Local School District; and

WHEREAS, North Union and the County, acting through the Sheriff and by the Board, have concurrently, by a separate and dependent agreement, established a School Resource Officer (SRO) Program in North Union; and

WHEREAS, the current direct and indirect cost of the SRO Program in North Union exceeds One Hundred-Twenty Thousand, Five Hundred-Eighty-One and 21/100 Dollars (\$120,581.21) per year; and

WHEREAS, North Union and the Sheriff have agreed to contribute resources to provide a School Resource Officer Program; and

Now, THEREFORE, in consideration of the mutual promises and obligations stated below, the parties agree:

- North Union will contribute \$25,000.00 for the direct and indirect salary and benefits expense related to the SRO.
- The County will contribute \$95,581.21 for the direct and indirect salary and benefits expense related to the SRO.

The County will pay for the training, cruiser, uniforms, supplies, equipment, and equipment repairs as determined necessary by the Sheriff. All property, equipment, vehicles, and supplies shall remain the property of the County.

The County will maintain standard coverage through the County Risk Sharing Authority (CORSA) to protect against losses, damages, settlements, costs, or liabilities in connection with any acts or omissions of the Union County Sheriffs Office in connection with this contract, which are within in the scope and authority of the Sheriff.

North Union shall pay their respective contributions in quarterly installments, on January 1, April 1, July 1, and October 1. The Sheriff will issue statements approximately 30 days before payments are due. The Board and the Sheriff will make their respective contributions through the regular Union County fiscal processes.

### UNION COUNTY COMMISSIONERS JOURNAL 2024 March 13, 2024

TERM OF AGREEMENT - The term of this agreement is one year beginning effective January 1, 2024, and ending on December 31, 2024. The Agreement shall be renewed and extended annually for additional and successive one-year terms unless notice of non-renewal is given by either party, in writing, before June 15th of the initial or any succeeding term.

The Agreement for School Resource Officer is attached to this SCHOOL RESOURCE OFFICER FISCAL AGREEMENT as Exhibit A and incorporated by reference.

As a mutual condition of entering into this SCHOOL RESOURCE OFFICER FISCAL AGREEMENT, the County and North Union have required that the Agreement for School Resource Officer be entered into concurrently with this AGREEMENT. Any default under the Agreement for School Resource Officer shall be a default under this SCHOOL RESOURCE OFFICER FISCAL AGREEMENT. Whenever a default has occurred, the non-defaulting party may exercise from time to time any rights and remedies available to it under either of the Agreements.

It is an Event of Default if any party fails in any material respect to comply with, observe, or perform, or shall default in any material respect in performing the terms and condition of this Agreement. Unless more limited rights are provided elsewhere in this Agreement, if an Event of Default occurs, the non-defaulting Party may provide the defaulting Party with notice of the Event of Default. Following receipt of a notice of an Event of Default, the defaulting Party shall have ten (10) days to cure such Event of Default after receipt of notice thereof from the other Party, provided that if such failure is not capable of being cured within such ten (10) day period with the exercise of reasonable diligence, then this cure period shall be extended for an additional reasonable period so long as the defaulting Party is exercising reasonable diligence to cure this failure.

A default in this Agreement shall be a default in the other agreement(s) described in this Agreement to be delivered by the parties at signing, and a default in any one or more of such agreements shall be a default in this Agreement. The non-defaulting Party may invoke any of the remedies allowed by any of the agreement as to any one or more of the agreements.

Notwithstanding the foregoing, either party may terminate this AGREEMENT at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other Party. The County shall be entitled to receive compensation for any services satisfactorily performed through the date specified on the notice as the effective date for such termination.

This Agreement may be executed in two or more counterparts including signing a facsimile or scanned, electronic version, which together shall be a single instrument. This Agreement and any document relating to it may be executed and transmitted to any other party by facsimile or other electronic imaging method, which shall be considered, and used as, an original, wet-inked, manually executed document. This Agreement shall become effective only when counterparts have been signed by each of the Parties and delivered to the other Parties; it being agreed that all Parties need not sign the same counterparts.

IN WITNESS WHEREOF, the parties have caused this SCHOOL RESOURCE OFFICER FISCAL AGREEMENT to be executed the day and year written below.

NORTH UNION LOCAL SCHOOL DISTRIC	CI:
1+7111	3-7-24
Justin Uffertham, Superintendent	Date
BOARD OF COUNTY COMMISSIONERS, U	UNION COUNTY, OHIO
At Adai	3/13/2024
Steve Robinson, Commissioner	Date
Dave Burke, Commissioner	3/13/2024 Date 3/13/2024
David A. Lawrence, Commissioner	3   3   2024 Date
UNION COUNTY SHERIFF:	-11
Malcum J. "Jamie Patton	3/8/24 Date
Approved as to Form:	
Cannot Bles	3/7/24
Samantha M. Hobbs	Date
Assistant Prosecuting Attorney	

Union County Prosecutors Office

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A motion was made by David A. Lawrence and seconded by Dave Burke to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea David A. Lawrence, Yea

### UNION COUNTY COMMISSIONERS JOURNAL 2024 March 13, 2024

#### **RESOLUTION NO. 24-133:**

<u>Agreement for School Resource Officer – Union County, Ohio Board of County Commissioners,</u> Acting Through the Union County Sheriff's Office, and Fairbanks Local School District – Sheriff

The Board of County Commissioners approved the following agreement:

### AGREEMENT FOR SCHOOL RESOURCE OFFICER UNION COUNTY, OHIO FAIRBANKS LOCAL SCHOOL DISTRICT

Fairbanks Local School District ("Fairbanks"), by its Board of Education, 11158 State Route 38, Milford Center, Ohio, 43045; and the Board of County Commissioners, Union County, Ohio (the "Board"), 233 W. Sixth Street, Marysville, Ohio, 43040, acting through the Union County Sheriff (the "Sheriff"), 221 W. Fifth Street, 2nd Floor, Marysville, Ohio, 43040, (the "Sheriff" and the "Board" collectively, the "County"), make this Agreement for a School Resource Officer under these circumstances.

WHEREAS, the Fairbanks Local School District agrees to purchase from the County, and the County, acting through the Sheriff, agrees to provide for Fairbanks and to manage a School Resource Officer (SRO) Program in Fairbanks consisting of one (1) full time School Resource Officer, a cruiser, and the customary supplies and equipment issued to a sheriff's deputy; and

WHEREAS, Fairbanks and the Sheriff have concurrently, by a separate and dependent agreement, committed to pay for the costs of the SRO Program (the School Resource Officer Fiscal Agreement); and

WHEREAS, Fairbanks and the County agree these principles shall guide the relationship described in this Agreement for an SRO:

- Excellent public education is essential to the well-being of individuals and communities.
- Schools must be safe to provide an excellent education for all students.
- Preventing misbehavior is paramount in maintaining safe schools.
- Positive relationship-building and a supportive school culture are crucial methods of preventing misbehavior.
- Students who misbehave should face consequences that are effective, developmentally
  appropriate, and fair; that help them learn from their mistakes; that minimize loss of
  instruction time; and that address the root causes of their misbehavior.
- Alternatives to arrests and court referrals e.g. referrals to restorative justice, community services, mental health, mentoring, restitution, and substance abuse programs are best.
- Searching and interrogating students, and arresting and referring student to court, unless
  absolutely necessary, is counterproductive to the role of schools.
- Meaningful engagement by all stakeholders including students, parents, and teachers is
  essential to school safety and positive school climate.

WHEREAS, Fairbanks and the County, acting through the Sheriff, set out in this Agreement for a School Resource Officer their mutual responsibilities and obligations regarding the School Resource Officer Program in Fairbanks.

Now, THEREFORE, in consideration of the mutual promises and obligations stated below, the parties agree:

 GOALS AND OBJECTIVES. Fairbanks and the County share these goals and objectives regarding the School Resource Officer (SRO) Program:

### UNION COUNTY COMMISSIONERS JOURNAL 2024 March 13, 2024

- A. Promote school safety and positive school climate.
- B. Promote effectiveness and accountability.
- Minimize the number of students unnecessarily out of the classroom, arrested at school, and court involved.
- D. Create a shared understanding among the Fairbanks Board of Education members, staff, parents, and students; the Sheriff, his deputies, and staff; and the southern Union County Community:
- E. That school administrators and teachers are solely responsible for school discipline and culture.
- F. That law enforcement should not be involved in the enforcement of school rules; and that clear delineation of the roles and responsibilities of law enforcement, with regular review by all stakeholders, is essential.
- G. To foster educational programs and activities that will increase student's knowledge of and respect for the law and the function of law enforcement agencies.
- H. To encourage the SRO to go to extra-curricular activities held at schools, when possible.
- I. To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, such as: disorderly conduct, trespassing, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled substances.
- J. To report serious crimes that occur on campus and to cooperate with the law enforcement officials in their investigation of crimes that occur at school.
- K. To cooperate with law enforcement officials in their investigations of criminal offenses which occur off campus.

#### II. EMPLOYMENT AND ASSIGNMENT OF SCHOOL RESOURCE OFFICERS

- A. The Sheriff agrees to appoint a deputy sheriff as a School Resource Officer (SRO) during the term of this Agreement. The SRO shall be a County employee and shall be subject to the administration, supervision, and control of the Sheriff, except as such administration, supervision and control is subject to the terms and conditions of this Agreement.
- B. The Sheriff agrees to administer payment of the SROs' salary and employment benefits as provided in the salary schedules and employment practices of the County, including but not necessarily limited to: sick leave, annual leave, retirement compensation, disability salary continuation, workers compensation, unemployment compensation, life insurance, dental insurance, and medical/hospitalization insurance. The SROs shall be subject to all personnel policies and practices of the County except as such policies or practices may have to be changed to comply with the terms and conditions of this Agreement.
- C. The Sheriff, in its sole discretion, shall have the power and authority to hire, discharge and discipline SROs. The County agrees that Fairbanks are not responsible for any claims, suits or causes of action arising out of allegations of unfair or unlawful employment practices brought by an SRO.

### UNION COUNTY COMMISSIONERS JOURNAL 2024 March 13, 2024

D. The Sheriff shall assign one SRO to Fairbanks. If the SRO is absent from work, the SRO shall notify both his supervisor at the Sheriff's Office and the principal of the school to which the SRO is assigned.

#### III. DUTY HOURS

- A. SRO Daily Schedule-The SRO will normally work from 7:30 am until 3:30 pm, Monday through Friday. The SRO will radio in and out of service each day using their portable radio. The SRO may adjust his or her schedule, with the approval of a supervisor, to accommodate school activities and requests. Overtime may also be approved in advance by the SRO supervisor to accommodate these activities. SRO's are permitted to leave the school campus for official business or for travel between buildings and must leave information with school officials regarding their whereabouts and estimated time of absence. The SRO is to eat their lunch at their assigned/scheduled school of the day. When school is not in session, such as holidays, professional days, snow days, and summer break, the SRO will report to the Sheriff's Office for further assignment. The SRO will advise the building principal, or the principal's designce, of the SRO's daily schedule of activities and location. Any time spent by the SRO attending court juvenile and/or criminal cases arising from and/or out their employment as the SRO shall be hours worked under this Agreement.
- B. If an emergency occurs, the Sheriff may order the SRO to leave the school duty station during normal work hours as described above and to perform other services for the County, the time spent shall not be hours worked under this agreement. In such an event, the amount paid by Fairbanks to the County shall be reduced by the number of hours of SRO service not provided to Fairbanks or the hours shall be made up in a way determined by agreement of the parties.
- IV. BASIC QUALIFICATIONS OF SCHOOL RESOURCE OFFICERS (SROs). To be an SRO, a deputy must first meet all these basic qualifications:
  - A. Be a commissioned peace officer and must have two years of law enforcement experience.
  - B. Be certified as a DARE instructor.
  - C. Have completed training as a school resource officer through the Ohio School Resource Officer Association, or an equivalent training program.
  - D. Know the applicable federal and state laws, municipal, township and county ordinances, and Board of Education polices and regulations.
  - E. Be capable of conducting in depth criminal investigations.
  - F. Have an even temperament and set a good example for students; and
  - G. Have interpersonal communication skills that will enable the officer to function effectively within the school environment.

### V. DUTIES OF SCHOOL RESOURCE OFFICERS

- A. To protect lives and property of the citizens and public-school students of Fairbanks.
- B. To investigate criminal activity committed on or adjacent to school property.
- C. To answer questions and conduct classroom presentations for students in the law related education field.

### UNION COUNTY COMMISSIONERS JOURNAL 2024 March 13, 2024

D. To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned.

#### VI. CHAIN OF COMMAND

- A. As an employee of the Sheriff, the SRO shall follow the chain of command as stated in the Sheriff's Policies and Procedure Manuals.
- B. In performing day-to-day duties, the SRO shall coordinate and communicate with the principal, or the principal's designee, in the school building to which the SRO is assigned.

#### VII. TRAINING/BRIEFING

- A. The SRO shall go to monthly training and briefing sessions. These sessions will be held at the direction of the Sheriffs Division Commander. Briefing sessions will be conducted to provide for the exchange of information between the Sheriff and liaison, officers. Training Sessions will be conducted to provide the SRO with appropriate in-service training such as up-dates in the law, in-service firearms training, and in-service unarmed self-defense training, among other topics.
- B. Fairbanks will provide the SRO with copies of Board disciplinary policies and codes and the discipline codes of each school to which the SRO may be assigned. Fairbanks may provide training in Board of Education policies, regulations, and procedures.
- VIII. DRESS CODE. The County will provide, and the SRO shall wear an agency issued uniform.

#### IX. SUPPLIES AND EQUIPMENT.

- A. The County agrees to provide each SRO with all equipment. The County shall provide a standard patrol vehicle for use by the SRO. In addition, the County agrees to:
  - Maintain the vehicle assigned to the SRO.
  - Pay for gasoline, oil, replacement tires and other expenses associated with operating the vehicle
  - Purchase and maintain comprehensive general auto liability insurance on the vehicle in an amount not less than the coverage recommended by the Risk Manager for the County.
- B. Weapons and ammunition. The County agrees to provide the standard issue pistol and rounds of ammunition for the SRO.

#### X. OFFICE SUPPLIES:

- A. Fairbanks agrees to provide the SRO with the usual and customary office supplies and forms required in performing their duties.
- B. In addition, Fairbanks shall provide a private office within the school accessible by the students for the SRO.
- C. Fairbanks shall also provide the SRO with a computer, network and internet access, a printer and access to a non-public fax machine for confidential intelligence sharing.
- XI. SCHOOL DISCIPLINE MATTERS

### UNION COUNTY COMMISSIONERS JOURNAL 2024 March 13, 2024

- A. Fairbanks, through its staff, has primary responsibility for the administration of student discipline, including student code of conduct violation and student misbehavior. The SRO shall not act as a school disciplinarian.
- B. The building principal and appropriate school staff are responsible for investigating and determining, in their discretion, whether a student has violated school and/or board disciplinary codes or standards and the appropriate administrative action to take. Even if primary responsibility for school discipline is with Fairbanks, the SRO may share information with school administration/staff, which may aid in determining whether a disciplinary offense occurred; and such information sharing is encouraged.
- C. The building principal, school administration, or staff may notify the SRO of incidents or activities possibly giving rise to criminal or juvenile law violations. In such case, the SRO will determine whether law enforcement action is appropriate.
- D. The SRO is not responsible for requests to resolve routine discipline matters involving students, unless the violation or misbehavior involves criminal conduct or other conduct that poses an unreasonable risk of harm to the student involved or others.

#### XII. TRANSPORTING STUDENTS

- A. The SRO shall not transport students in a Sheriffs vehicle except: when the students are victims of a crime, under arrest, or some other emergency circumstances exist or when students are suspended and sent home from school under school disciplinary actions, if the student's parent or guardian has refused or cannot pick-up the child within a reasonable time period and the student is disruptive or disorderly and his or her continued presence on campus is a threat to the safety and welfare of the student, other students, and/or school staff, as determined by the school resource officer or his/her supervisor.
- B. The SRO may, with express permission from the student's parent, transport a student for positive relationship-building. If circumstances require that the SRO transport a student, then the school officials must provide a school official or employee of the same gender of the student to be transported to accompany the deputy in the vehicle.
- C. If the student to be transported off campus is not under arrest, a victim of a crime, or violent or disruptive, the school administration shall transport the student and the SRO may accompany a school official in transporting a student.
- D. A student shall not be transported to any location unless it is determined that the student's parent, guardian, or custodian is at the destination to which the student is being transported. SROs shall not transport students in their personal vehicles.
- E. SROs shall notify the school principal before removing a student from campus.

# XIII. INVESTIGATION, INTERROGATION, SEARCH, AND ARREST PROCEDURES

- A. School administrators shall not question, interview, or interrogate students about possible criminal conduct on behalf of or as agents of the SRO or the Sheriff.
- B. If the SRO, acting within the scope of her or his duties as an SRO, participates in an interrogation of a student, or obtains information which may be used against a student in a judicial proceeding, the SRO shall follow all state and federal laws regarding arrests, searches, seizures, and interrogations of students.

### UNION COUNTY COMMISSIONERS JOURNAL 2024 March 13, 2024

C. If the school official, in exercising the school's authority to conduct a search, requests "stand-by" assistance from the SRO to protect the safety of all persons involved in the search, the SRO shall do so.

#### XIV. CONTROLLED SUBSTANCES

- A. School officials shall notify the SRO in all cases involving ALL suspected possessions, sales, or distribution of controlled substances at school or school activities.
- B. Any controlled substances or suspected controlled substances confiscated by school officials shall be turned over to the SRO for proper identification and eventual destruction.
- C. If there is probable cause to believe that a student or any other person has sold or is selling controlled substances at or near a school, the SRO shall be notified and the SRO should file a juvenile petition or seek a criminal warrant. However, the decision to initiate a juvenile petition or criminal warrant will be at the discretion of the SRO.

#### XV. ACCESS TO EDUCATION RECORDS

- A. The Family Educational and Privacy Act ("FERPA"), 20U.S.C. §1232g, and related regulations, 34 C.F.R. Part 99, and provisions of the Ohio Revised Code, including, without limitation, R.C. §3319.321, R.C. §149-43 ("Public Records" law), parts of the Ohio Administrative Code, as relevant to the Sheriffs policies and Fairbanks policies will govern sharing of information.
- B. If a student's education records contain Personally Identifiable Information (PII) that is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO that information needed to respond to the emergency based on the scriousness of the threat to someone's health or safety; the need of the information to meet the emergency and the extent to which time is of the essence. The SRO's use of such information is limited to the period of that emergency.
- C. Management of Students' Personally Identifiable Information.
  - The parties agree that all student records are confidential, as provided by law and Fairbanks policies.
  - 2. Information that Fairbanks designates as directory information in its annual FERPA notice can be released without consent unless the parent or guardian of a child affirmatively gives written notice withdrawing consent to release of such information. Fairbanks will give the Sheriff a copy of the its annual FERPA notice each school year during the term of this agreement.
  - Fairbanks shall be responsible for complying with the requirements of 34 C.F.R. Part 99.7(a) regarding sharing information with the SRO and the Sheriff.
- D. Fairbanks will grant the SRO access to the its camera system and student information databases only when the SRO acts as a school official with a legitimate educational interest in the information. The SRO is acting as a school official with a legitimate educational interest in the information when:
  - The information is necessary to perform services under this Agreement that would otherwise be performed by Fairbanks employees. The SRO is under Fairbanks direct control regarding the use and maintenance of the student information.

### UNION COUNTY COMMISSIONERS JOURNAL 2024 March 13, 2024

- The SRO will only use PII for the use for which it was provided and may not redisclose the PII without consent.
- E. The Sheriff acknowledges that the SRO may receive PII under this Agreement. The Sheriff agrees that the Sheriff and any Sheriffs deputy or other employee, including the SRO, shall not access, use, or disseminate or otherwise redisclose any student information deemed personally identifiable, as defined in FERPA or R.C. §3319.321, and received under this Agreement in violation of those laws or other law applicable to Fairbanks regarding such information.
- F. The SRO shall obtain training as to FERPA requirements and the SRO's duty to handle such information in compliance with those requirements. The parties agree that student information obtained from the Fairbanks student information databases or other education records (as defined by law, including but not limited to 20 U.S.C. §1232g(a)(4)) is protected and does not become subject to release under R.C. §149.43 or other public records laws by means of law enforcement reporting.
- G. Fairbanks will not release PII to the SRO for law enforcement purposes without either parental consent or a lawfully issued subpoena before release, unless obtained:
  - Upon receipt of a lawfully issued subpoena, Fairbanks will give notice of the subpoena to the student's parent or the eligible student.
  - Fairbanks will allow a reasonable time for the parent or eligible student to move to quash the subpoena.
  - If the parent or eligible student does not move to quash within that time, Fairbanks will provide the student information and educational records described in the subpoena to the SRO or Sheriff
- H. Nothing in this Agreement shall change, restrict, or in any way interfere with Fairbanks or any of its employees from complying with obligations under R.C. §2151.421 to report information regarding suspected or actual child neglect or abuse, including but not limited to providing supporting documentation, video recordings or statements without prior consent. Records, files, documents, and other materials the SRO creates for a law enforcement purpose, including records of the SRO's personal observations, are not subject to FERPA protection, and the Sheriff may maintain such records.
- XVI. TERM OF AGREEMENT The term of this agreement is one year beginning on January 1, 2024 and ending on December 31, 2024. The Agreement shall be renewed and extended annually for additional and successive one-year terms unless notice of non-renewal is given by either party, in writing, before June 15th of the initial or any succeeding term.

#### XVII. CONSIDERATION.

- A. For and in consideration of the SRO Program, the County and Fairbanks have concurrently signed a separate, but dependent, School Resource Officer Fiscal Agreement with the to provide funding for the Fairbanks SRO Program.
- B. The School Resource Officer Fiscal Agreement is attached to this AGREEMENT FOR SCHOOL RESOURCE OFFICER as Exhibit A and incorporated by reference.

### UNION COUNTY COMMISSIONERS JOURNAL 2024 March 13, 2024

C. As a mutual condition of signing this AGREEMENT FOR SCHOOL RESOURCE OFFICER, the County and Fairbanks have required that the School Resource Officer Fiscal Agreement be entered into concurrently with this AGREEMENT. Any default under the School Resource Officer Fiscal Agreement shall be a default under this AGREEMENT FOR SCHOOL RESOURCE OFFICER. Whenever a default has occurred, the nondefaulting party may exercise, from time to time, any rights, and remedies available to it under either of the Agreements.

### XVIII. INSURANCE AND RESPONSIBILITY FOR ACTIONS.

- A. The Parties, as governmental entities or political subdivisions lack authority to indemnify.
- B. Fairbanks and the County agree that each will be and shall be responsible for its own actions and/or the actions of its respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants resulting from performing and/or providing services or programs under this AGREEMENT.
- C. The County and Fairbanks, respectively, agree to be individually and solely be responsible for any and all claims, lawsuits, liability, losses, damages, injuries (including death), and/or related expenses that each may incur as a result of their own actions and/or the actions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants, in performing and/or providing services or programs under this AGREEMENT.
- D. The County shall purchase and maintain in full force and effect during the term of this agreement a general comprehensive liability insurance policy with coverage in an amount of not less than One Million dollars (\$1,000,000.00) per occurrence for any acts or omissions that occur, or claims made during the term of the agreement.
- E. Fairbanks shall purchase and maintain in full force and effect during the term of this agreement a general comprehensive liability insurance policy with coverage in an amount of not less than One Million dollars (\$1,000,000.00) per occurrence for any acts or omissions that occur or claims made during the term of the agreement.

### XIX. EVALUATION; DATA COLLECTION.

- A. The parties agree that Fairbanks shall evaluate the SRO Program annually and the performance of the SRO on forms developed jointly by the parties. The parties agree that Fairbanks evaluation of the deputy is advisory only and that the Sheriff retains the final authority to evaluate the performance of the SRO.
- B. Fairbanks and the Sheriff shall work together to collect data on all of the following that occur on Fairbanks property:
  - Uses of force.
  - 2. Searches
  - Questioning.
  - 4. Arrests and complaints, charges, or other referral to court
- C. The collected data shall be disaggregated by:
  - 1. Action taken

### UNION COUNTY COMMISSIONERS JOURNAL 2024 March 13, 2024

- 2. Deputy's name
- 3. Deputy's position (SRO, other)
- 4. Location (e.g., school's name)
- D. By September 1 each year, Fairbanks and the County shall provide a detailed summary of the data from the previous school year. The Sheriff and Fairbanks shall also comply with any applicable state or federal reporting requirements.

### XX. DEFAULT AND TERMINATION.

- A. Except as otherwise provided in this Agreement, if any default occurs in or breach of this Agreement or any of its terms or conditions by the County or Fairbanks, then upon written notice from the non-defaulting party, the defaulting party shall proceed promptly to cure or remedy such default or breach. If such remedial action is not taken or not diligently pursued within thirty (30) days of such written notice, the party asserting the default or breach may either (a) terminate the AGREEMENT, or (b) institute such proceedings at law or in equity as may be necessary or desirable, in its opinion, to remedy such default or breach.
- B. No failure by any party to insist on the strict observance or performance by the other party of any covenant, agreement or obligation under this Agreement and no failure to exercise any right, remedy or power consequent upon a breach thereof, shall be a waiver of any right to strict observance or performance or a waiver of any breach. No express waiver shall be considered to apply to any other breach or to any existing or subsequent right to remedy the breach.
- C. Despite the foregoing, either party may terminate this AGREEMENT at any time and for any reason by giving at least sixty (60) days advance notice, in writing, to the other Party. The County will have the right to receive compensation for any services satisfactorily performed through the date specified on the notice as the effective date for such termination

### XXI. CIVIL RIGHTS; ACCESSIBILITY

- A. The Parties agree that as a condition of this AGREEMENT, there shall be no discrimination against any student, client, and/or any employee because of race, color, sex, religion, national origin, disability, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and later amendments. It is further agreed that Parties will comply with all applicable federal and state laws regarding such discrimination. Any agency found to be out of compliance with this paragraph may be subject to termination from this AGREEMENT.
- B. The Parties agree as a condition of this AGREEMENT to make all Services provided under this AGREEMENT accessible to the disabled/handicapped. The Parties further agree as a condition of this AGREEMENT to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and to termination from the AGREEMENT.

### UNION COUNTY COMMISSIONERS JOURNAL 2024 March 13, 2024

XXII. NOTICE. Except as otherwise specifically set forth in this Agreement, notices, demands.

re-quests, consents or approvals given, required, or permitted to be given shall be in writing and shall be considered sufficiently given if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at these addresses:

As to the County:

Union County Sheriff 221 West Fifth Street Marysville, OH 43040

Copy to:

Union County Prosecutor 249 West Fifth Street Marysville, OH, 43040

As to Fairbanks:

Fairbanks Local School District 11158 State Route 38 Milford Center, Ohio 43045

Notice shall be considered received upon actual receipt, unless sent by certified mail, in which event this notice shall be considered to have been received when the return receipt is signed or refused. Fairbanks and County, by notice given, may designate any further or different addresses to which subsequent notices, certificates, requests, or other communications shall be sent. Any defect, delay, or failure in the copy of a Notice to Counsel will not affect otherwise proper notice of a party.

XXIII. COUNTERPARTS; SIGNATURES. This AGREEMENT may be executed in two or more counterparts including signing a facsimile or scanned electronic version, which together shall be a single instrument. This AGREEMENT and any document relating to it may be executed and transmitted to any other party by facsimile or other electronic imaging method, which shall be considered, and used in all respects as, an original, wet-inked, manually executed document.

IN WITNESS WHEREOF, the parties have caused this SCHOOL RESOURCE OFFICER FISCAL AGREEMENT to be executed the day and year written below

FAIRBANKS LOCAL SCHOOL DISTRICT:	3/12/24
Adham Schirg, Superintendent	3/:2/24 Date
BOARD OF COUNTY COMMISSIONERS, UNION	COUNTY, OHIO
lando.	1
Steve Robinson, Commissioner	3/13/2024 Date
Dave Burke, Commissioner	3/13/2024 Date
5-0	3/13/2024 Date 3/13/2024
David A. Lawrence, Commissioner	Date
UNION COUNTY SHERIFF:	
Malcum. "Jamie" Parton	3/13/24 Date
Approved as to Form:	
Samuel All	3/4/24
Samantha M. Hobbs Assistant Prosecuting Attorney Union County Prosecutors Office	Date

A motion was made by Steve Robinson and seconded by Dave Burke to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea David A. Lawrence, Yea

\* \* \*

### UNION COUNTY COMMISSIONERS JOURNAL 2024 March 13, 2024

### **RESOLUTION NO. 24-134:**

### School Resource Officer Fiscal Agreement – Union County, Ohio Board of County Commissioners, Acting Through the Union County Sheriff's Office, and Fairbanks Local School District – Sheriff

The Board of County Commissioners approved the following agreement:

### SCHOOL RESOURCE OFFICER FISCAL AGREEMENT UNION COUNTY, OHIO FAIRBANKS LOCAL SCHOOL DISTRICT

Fairbanks Local School District ("Fairbanks"), by its Board of Education, 11158 State Route 38, Milford Center, Ohio, 43045; and the Board of County Commissioners, Union County, Ohio (the "Board"), 233 W. Sixth Street, Marysville, Ohio, 43040, acting through the Union County Sheriff (the "Sheriff"), 221 W. Fifth Street, 2nd Floor, Marysville, Ohio, 43040, (the "Sheriff" and the "Board" collectively, the "County"), make this School Resource Officer Fiscal Agreement under these circumstances.

WHEREAS, Fairbanks and the Sheriff concur in promoting safer school communities through a collaborative effort to provide a Union County Deputy Sheriff to work as a School Resource Officer in the Fairbanks Local School District; and

WHEREAS, Fairbanks and the County, acting through the Sheriff and by the Board, have concurrently, by a separate and dependent agreement, established a School Resource Officer (SRO) Program in Fairbanks; and

WHEREAS, the current direct and indirect cost of the SRO Program in Fairbanks exceeds One Hundred-Twenty-Two Thousand, Two Hundred-Fifty-One and 31/100 Dollars (\$122,251.31) per year; and

WHEREAS, Fairbanks and the Sheriff have agreed to contribute resources to provide a School Resource Officer Program; and

Now, THEREFORE, in consideration of the mutual promises and obligations stated below, the parties agree:

- Fairbanks will contribute \$25,000.00 for the direct and indirect salary and benefits expense related to the SRO.
- The County will contribute \$97,251.31 for the direct and indirect salary and benefits expense related to the SRO.

The County will pay for the training, cruiser, uniforms, supplies, equipment, and equipment repairs as determined necessary by the Sheriff. All property, equipment, vehicles, and supplies shall remain the property of the County.

The County will maintain standard coverage through the County Risk Sharing Authority (CORSA) to protect against losses, damages, settlements, costs, or liabilities in connection with any acts or omissions of the Union County Sheriffs Office in connection with this contract, which are within in the scope and authority of the Sheriff.

Fairbanks shall pay their respective contributions in quarterly installments, on January 1, April 1, July 1, and October 1. The Sheriff will issue statements approximately 30 days before payments are due. The Board and the Sheriff will make their respective contributions through the regular Union County fiscal processes.

### UNION COUNTY COMMISSIONERS JOURNAL 2024 March 13, 2024

TERM OF AGREEMENT - The term of this agreement is one year beginning effective January 1, 2024, and ending on December 31, 2024. The Agreement shall be renewed and extended annually for additional and successive one-year terms unless notice of non-renewal is given by either party, in writing, before June 15th of the initial or any succeeding term.

The Agreement for School Resource Officer is attached to this SCHOOL RESOURCE OFFICER FISCAL AGREEMENT as Exhibit A and incorporated by reference.

As a mutual condition of entering into this SCHOOL RESOURCE OFFICER FISCAL AGREEMENT, the County and Fairbanks have required that the Agreement for School Resource Officer be entered into concurrently with this AGREEMENT. Any default under the Agreement for School Resource Officer shall be a default under this SCHOOL RESOURCE OFFICER FISCAL AGREEMENT. Whenever a default has occurred, the non- defaulting party may exercise from time to time any rights and remedies available to it under either of the Agreements.

It is an Event of Default if any party fails in any material respect to comply with, observe, or perform, or shall default in any material respect in performing the terms and condition of this Agreement. Unless more limited rights are provided elsewhere in this Agreement, if an Event of Default occurs, the non-defaulting Party may provide the defaulting Party with notice of the Event of Default. Following receipt of a notice of an Event of Default, the defaulting Party shall have ten (10) days to cure such Event of Default after receipt of notice thereof from the other Party, provided that if such failure is not capable of being cured within such ten (10) day period with the exercise of reasonable diligence, then this cure period shall be extended for an additional reasonable period so long as the defaulting Party is exercising reasonable diligence to cure this failure.

A default in this Agreement shall be a default in the other agreement(s) described in this Agreement to be delivered by the parties at signing, and a default in any one or more of such agreements shall be a default in this Agreement. The non-defaulting Party may invoke any of the remedies allowed by any of the agreement as to any one or more of the agreements.

Notwithstanding the foregoing, either party may terminate this AGREEMENT at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other Party. The County shall be entitled to receive compensation for any services satisfactorily performed through the date specified on the notice as the effective date for such termination.

This Agreement may be executed in two or more counterparts including signing a facsimile or scanned, electronic version, which together shall be a single instrument. This Agreement and any document relating to it may be executed and transmitted to any other party by facsimile or other electronic imaging method, which shall be considered, and used as, an original, wet-inked, manually executed document. This Agreement shall become effective only when counterparts have been signed by each of the Parties and delivered to the other Parties; it being agreed that all Parties need not sign the same counterparts.

IN WITNESS WHEREOF, the parties have caused this SCHOOL RESOURCE OFFICER FISCAL AGREEMENT to be executed the day and year written below.

FAIRBANKS OCAL SCHOOL DISTRICT:

Adham Schirg, Superintendent

Date

BOARD OF COUNTY COMMISSIONERS, UNION COUNTY, OHIO

Steve Robinson, Commissioner

Dave Burke, Commissioner

David A. Lawrence, Commissioner

3/13/2024

3/13/2024

3/13/2024

UNION COUNTY SHERIFF:

Malcum J. "Jamie" Patton

3/3/24 Date

Approved as to Form:

Samantha M. Hobbs

Assistant Prosecuting Attorney Union County Prosecutors Office 3/6/24

Date

### UNION COUNTY COMMISSIONERS JOURNAL 2024 March 13, 2024

\* \* \*

### \*Sheriff Patton gave the following update:

- They are interviewing candidates today for the 9-1-1 center dispatcher positions. The two being interviewed today are for the new open positions for 2024. There is also one individual in background check and another that has a polygraph examination scheduled. The individuals being interviewed today are for the two new additional positions that were added because of call volume. There are still two open deputy positions. There is a stack of applications for cadet positions, but he is trying to hire lateral employees at this time, and they do not currently have space at the academy for additional cadets. If they do not have lateral interest, they will select the top two cadet candidates and send them to the next academy. The two individuals currently in the academy will graduate July 3<sup>rd</sup>.
- The Tyler project is ongoing. In the next couple of weeks they should be starting the building of the system. Fire and law enforcement personnel will be assisting in building the system for the RMS side.
- His office is preparing for upcoming events throughout the summer, including fairs, construction and paving. There are a lot of special duty requests for events. They received a request for special duty March 16<sup>th</sup> for a Trump parade, which they cannot fill. When Logan County had their Trump parade, they had over 200 cars. He has not received a map yet and he has no way to safely escort a parade of that magnitude. When a police escort is done, you have to cover intersections because everyone participating in the parade anticipates that they will be able to avoid stop signs and traffic lights. He does not know if the event organizer contacted the City of Marysville Police Department with special duty requests. People participating in the parade will need to obey the traffic lights and signals.
- Ms. Rayl stated that the Facebook page indicates the parade lineup starts at the fairgrounds at 9:30 a.m.
- Commissioner Burke stated that is the same day the health department has sponsored the "StayActive 5K" Race at the Jim Simmons Trail.
- Commissioner Burke asked why there is a sudden uptick in cadet applications.
- Sheriff Patton stated that it is a combination of several things. Folks have an interest in the law enforcement profession, but do not have the extra money to attend the academy, which is approximately \$8,500. His office has good benefits and now things are more equal with pay since the increase. The OSHP has secured two positions at the academy for his office.

\* \* \*

### **RESOLUTION NO. 24-135:**

### Approve the Minutes of the March 5, 2024 Meeting – Commissioners

The Board of County Commissioners approved the minutes of the March 5, 2024 meeting.

A motion was made by David A. Lawrence and seconded by Dave Burke to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea David A. Lawrence, Yea

### UNION COUNTY COMMISSIONERS JOURNAL 2024 March 13, 2024

### **RESOLUTION NO. 24-136:**

### **Approve the Minutes of the March 6, 2024 Meeting – Commissioners**

The Board of County Commissioners approved the minutes of the March 6, 2024 meeting.

A motion was made by Dave Burke and seconded by David A. Lawrence to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea David A. Lawrence, Yea

\* \* \*

### **RESOLUTION NO. 24-137:**

### **Approve the Minutes of the March 11, 2024 Special Meeting – Commissioners**

The Board of County Commissioners approved the minutes of the March 11, 2024 special meeting.

A motion was made by David A. Lawrence and seconded by Steve Robinson to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea David A. Lawrence, Yea

\* \* \*

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### **UNION COUNTY COMMISSIONERS JOURNAL 2024** March 13, 2024

### **RESOLUTION NO. 24-138:**

### Coroner's Office Travel Request for Training Purposes for Ally Collette – Coroner's Office

The Board of County Commissioners approved the following training request:

### Sara Early

From:

David Applegate

Sent:

Tuesday, March 5, 2024 10:08 AM

To:

Sara Early

Cc: Subject: Ally Collette

Coroner staff travel request

Attachments:

Ohio Scene Dynamics Class.pdf; Ally mileage to class - Google Maps[29].pdf

Sara

I would like the commissioners to consider the following for their approval.

Ally Collette, ABMDI certified death investigator, is required to earn 45 hrs. of continuing education every 5 years to maintain her certification. The Coroner's office also has culture (expectation) of continuous learning and sharing of expertise. She has submitted a request to attend appropriate training in Columbus (at the Franklin County Coroner Office) for 16 credits. I support the value of the course requested.

The coroner's office was appropriated (budget FY24) \$900 (total) for travel & training.

For your consideration:

Course:

\$225

Travel: Meals: \$ 81.20

(2 x 69.4 miles @0.58/mile, no parking fee)

\$ 40

2 Lunches (per county policy)

Total

\$346.20

Expected total (barring travel obstructions)

If you or the commissioners need any additional information, please let me know.

Thank you, Dave

David T. Applegate II, MD, MBOE, F-ABMDI

Coroner, Union County, Ohio Treasurer, Ohio State Coroners Association 128 S. Main St. Marysville, OH 43040 (937) 645-4145

### UNION COUNTY COMMISSIONERS JOURNAL 2024 March 13, 2024



### Death Investigation and Scene Dynamics Columbus, Ohio April 9th - 10th , 2024

Learn more and enroll: ditacademy.org/ohio

In nearly all instances, law enforcement patrol officers and Coroner/ MDI investigators will be the first personnel on the scene of a death. In many jurisdictions, patrol officers are tasked with investigating these deaths, either through completion or until they recognize the need for more advanced assistance – if that assistance is even available. This course is taught with both law enforcement and Coroner/MDI investigators in mind.

In jurisdictions where criminal investigators and CSI personnel will be responding, it is still vital the patrol officer understands scene security and the process of investigation.

This course is designed specifically for the patrol officer, patrol supervisor, coroner/MDI, and detective. The participant will be led through the process of understanding a death scene from the moment they get assigned the call through the scene investigation process.

The course will focus on scene security, witness management, interpreting manners of death, evidence recognition and collection, scene documentation, wound identification and terminology, investigating infant and child death, signs of an altered scene, and preparing the final case summary and report. This course spends some time on suicide investigation. Suicide is the 12th leading "cause" of death in the United States and the largest manner of death an officer will respond to. The student is exposed to a variety of suicide and self-harm methods of death.

ABMDI Approved for 16 hours ConEd

8:00AM - 5:00PM

Franklin County Coroner's Office 2090 Frank Road Columbus, OH. 43223 \$225

### Key Course Takeaways

- Scene investigation practices
- Obstacles in adolescent suicide rulings
- . Identifying Evidence in infant deaths
- Recognizing staged scenes
- . Proper documentation of a death scene
- Why suicide scenes are not always obvious

### Instructor Darren Dake, D-ABMDI, CI, CCI

Darren Dake is a law enforcement professional with over 35 years of experience in criminal and medicolegal death investigations. Darren has worked in both the law enforcement realm of investigations as well as in the Coroner's office for over 26 years. This combined investigative experience has uniquely established Darren as an expert in investigations which allows him to consult and teach internationally on investigation practices and procedures.

### Death Investigation Training Academy

A motion was made by David A. Lawrence and seconded by Steve Robinson to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea David A. Lawrence, Yea

### UNION COUNTY COMMISSIONERS JOURNAL 2024 March 13, 2024

\* \* \*

### **RESOLUTION NO. 24-139:**

Department Submitting:

### **County Property Disposal Form – Juvenile Court**

(Signature of Sybmitter)

Juvenile Court

The Board of County Commissioners approved the following county property disposal form:

### **County Property Disposal Form**

Tag#	Short Description of Equipment	Disposition #	New Location	Date	Est. Value
27159	Dell Desktop computer	1		03/06/24	0.00
27161	Dell Desktop computer	1		03/06/24	0.00
	7				
		_			

A motion was made by David A. Lawernce and seconded by Dave Burke to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea David A. Lawrence, Yea

\* \* :

### UNION COUNTY COMMISSIONERS JOURNAL 2024 March 13, 2024

### **ADMINISTRATOR ACTION NO. 24-34A:**

### **Payment of Bills**

County Administrator William Narducci approved the payment of regular purchase order bills and the "then and now" bills submitted for the week of March 11, 2024:

Vendor	Name	CK RUN	Invoice	PO	Invoice Amt	Status	Dept
148	POSTMASTER	030624	SS Dec23	20242521	1.26	Pending approval	422
148	POSTMASTER	030624	Bldg Jan24	20242523	1.76	Pending approval	422
148	POSTMASTER	030624	SS Jan24	20242524	3.27	Pending approval	422
5178	OFFICE CITY EXPRESS	031324	89987	20237512	6.89	Pending approval	426
999	GALLS, LLC	031324	026303092	20242326	8.99	Pending approval	438
999	GALLS, LLC	031324	027212763	20240514	10.00	Pending approval	438
148	POSTMASTER	030624	Eng Jan24	20242522	12.00	Pending approval	422
148	POSTMASTER	030624	Eng Feb24	20242525	14.40	Pending approval	422
8963	FRANKLIN ELECTRIC CO	031324	235089978	20242515	15.00	Pending approval	420
148	POSTMASTER	030624	Bldg Feb24	20241472	15.15	Pending approval	422
6354	KRAMER ENTERPRISES,	031324	35873	20241465	16.18	Pending approval	422
6354	KRAMER ENTERPRISES,	031324	37192	20241465	16.18	Pending approval	422
6354	KRAMER ENTERPRISES,	031324	30729	20241465	16.18	Pending approval	422
6354	KRAMER ENTERPRISES,	031324	39801	20241465	16.18	Pending approval	422
6354	KRAMER ENTERPRISES,	030624	28184	20242503	16.18	Pending approval	422
6354	KRAMER ENTERPRISES,	030624	32017	20242504	16.18	Pending approval	422
6354	KRAMER ENTERPRISES,	030624	33283	20242506		Pending approval	422
6354	KRAMER ENTERPRISES,	030624	29452	20242507	16.18	Pending approval	422
4356	KONICA MINOLTA BUSIN	031224	292313283	20240611	16.56	Pending approval	410
638	RICHWOOD AUTO & FARM	031324	Feb24	20242412		Pending approval	422
5178	OFFICE CITY EXPRESS	030624	89938-00	20242440		Pending approval	422
382	FIRST COMMUNICATIONS	031324	126355520	20236170		Pending approval	470
122	MARYSVILLE PRINTING	031324	55983	20242390		Pending approval	422
1293	DELL MARKETING LP	031224	10733142775	20241621		Pending approval	436
5829	TROYER'S ENGINE SHOP	030624	46287	20242437		Pending approval	422
95	NAPA AUTO PARTS INC	031324	4376-911708	20236191		Pending approval	470
1565	DICKMAN SUPPLY INC.	031324	596466-00	20236180		Pending approval	470
8625	TRIAD TECHNOLOGIES,	031324	61897074	20242386		Pending approval	422
35	BOB CHAPMAN FORD INC	030624	123572	20242435		Pending approval	422
4068	AGILE NETWORKS	031324	664694	20240437		Pending approval	438
4068	AGILE NETWORKS	031324	664695	20240437		Pending approval	438
148	POSTMASTER	030624	Eng Dec23	20242520		Pending approval	422
4356	KONICA MINOLTA BUSIN	030624	292364006	20241477		Pending approval	422
4356	KONICA MINOLTA BUSIN	030624	292363284	20241477		Pending approval	422
1497	AUTO ZONE INC	031324	1731954306	20240486		Pending approval	438
8322	VERIZON CONNECT FLEE	030624	SS623000057212	20241795		Pending approval	422
7313	AG-PRO OHIO, LLC	030624	Feb24	20242419		Pending approval	422
521	MASI	031324	4100198	20241461		Pending approval	422
8119	THE HOME DEPOT PRO	031324	789701372	20242418	50000	Pending approval	470
1774	CULLIGAN OF MARYSVIL	031324	720747	20240627		Pending approval	470
1380	UCO INDUSTRIES	31324	21773	20241523		Pending approval	414
1380	UCO INDUSTRIES	031324	21778	20236296		Pending approval	470
9389	KUKLINSKI, ERIC	031324	22/12 - 2/23 travel	20242496		Pending approval	420
657	LANGUAGE LINE SERVIC	031324	11230821	20242421		Pending approval	438
5269	PRINCIPAL TRUCK SUPP	030624	Dec23	20242465		Pending approval	422
5269	PRINCIPAL TRUCK SUPP	030624	Jan24	20242466	42.40	Pending approval	422

Vendor	Name	CK RUN	Invoice	PO	Invoice Amt	Status	Dept
7406	AMAZON CAPITAL	030624	14VX-FH69-7TLK	20242517	44.23	Pending approval	422
1127	QUILL CORPORATION	031324	35269081	20242365	45.57	Pending approval	404
35	BOB CHAPMAN FORD INC	031324	123658	20242553	46.23	Pending approval	422
6354	KRAMER ENTERPRISES,	031324	39803	20236229	46.84	Pending approval	470
6354	KRAMER ENTERPRISES,	031324	41094	20236315	46.84	Pending approval	470
39	COLUMBIA GAS OHIO IN	03/13/24	1225	20240602	47.65	Pending approval	410
6354	KRAMER ENTERPRISES,	031324	41090	20241474	47.96	Pending approval	422
583	SHERWIN WILLIAMS	031324	9581.6	20237289	48.44	Pending approval	470
7930	GUARDIAN ALLIANCE	031324	23066	20240428	50.00	Pending approval	438
936	STAPLES BUSINESS ADV	031324	8073377891	20240069	51.18	Pending approval	418
5248	GUARDIAN MEDICAL MON	031324	30747	20242429	55.00	Pending approval	420
3498	GOODWIN, MICHAEL T.	031324	2/17 - 2/25 travel	20242500	56.00	Pending approval	420
6354	KRAMER ENTERPRISES,	031324	35874	20242398	56.06	Pending approval	422
6354	KRAMER ENTERPRISES,	031324	37193	20242399		Pending approval	422
6354	KRAMER ENTERPRISES,	031324	32018	20242402	56.06	Pending approval	422
6354	KRAMER ENTERPRISES,	031324	33284	20242403	56.06	Pending approval	422
6354	KRAMER ENTERPRISES,	031324	29453	20242404	56.06	Pending approval	422
6354	KRAMER ENTERPRISES,	031324	39802	20242406		Pending approval	422
2860	HOME DEPOT CREDIT SE	030624	Feb24	20242422		Pending approval	422
8449	AUNALYTICS, INC.	031324	809113	20241619		Pending approval	404
5713	GRAINGER	031324	9042062134	20236181		Pending approval	470
7618	VANCO PAYMENT SOLUTI	031324	14239920	20241462		Pending approval	422
6354	KRAMER ENTERPRISES.	031324	30730	20242401		Pending approval	422
177	UNION RURAL ELECTRIC	031324	Bear Swamp Feb24	20241466		Pending approval	422
52	DAYTON POWER & LIGHT	031324	3/1/24 Axe-Handle	20242559		Pending approval	422
35	BOB CHAPMAN FORD INC	031324	82067	20237843		Pending approval	438
35	BOB CHAPMAN FORD INC	031324	82304	20237829		Pending approval	438
35	BOB CHAPMAN FORD INC	031324	82838	20240485		Pending approval	438
1380	UCO INDUSTRIES	031324	21777	20242359		Pending approval	426
1565	DICKMAN SUPPLY INC.	031324	608618-00	20236180		Pending approval	470
9495	ADVANCED MEDICAL	031324	3685	20242430		Pending approval	420
	MASI	031324	4100218	20242450		Pending approval	422
521	DAYTON POWER & LIGHT	031324		20241449		Pending approval	422
52			2/27 SR347	20237306		Pending approval	426
6330	CDA, INC.	031324	17879-PARTIAL	20237306		Pending approval	438
35	BOB CHAPMAN FORD INC	031324	82842	20240465			438
35	BOB CHAPMAN FORD INC	031324	82729	(F)(T)(F)(F)(F)(F)		Pending approval	
23	TIME WARNER COMMUNIC	031324	133475001022124	20236174		Pending approval	470
9472	VILLAGOMEZ, PAMELA E	031324	114793	20242020		Pending approval	426
1123	ZANDER PEST CONTROL	03/13/24		20241035		Pending approval	410
1123	ZANDER PEST CONTROL	03/13/24		20241035		Pending approval	410
1123	ZANDER PEST CONTROL	03/13/24	43545	20241035		Pending approval	410
8402	BANE-WELKER	030624	ZC12371	20242433		Pending approval	422
590	FYDA FREIGHTLINER CO	031324	CA001714290:01	20242556	84.95	Pending approval	422
119	MARYSVILLE JOURNAL	031324	Feb24	20242409	90.25	Pending approval	422
2119	GORDON FLESCH COMPAN	031324	IN14590712	20242546	95.66	Pending approval	412
6354	KRAMER ENTERPRISES,	031324	28185	20242405	97.19	Pending approval	422

Vendor	Name	CK RUN	Invoice	PO	Invoice Amt	Status	Dept
4433	GREAT AMERICA LEASIN	031324	partial 35988807	20237296	97.67	Pending approval	426
35	BOB CHAPMAN FORD INC	030624	123598	20242438	98.67	Pending approval	422
2455	ALERE TOXICOLOGY SER	031324	375568-GF	20237299	99.66	Pending approval	426
833	VERIZON WIRELESS GRE	031324	9957514183	20240424	100.29	Pending approval	438
3665	WINSUPPLY OF MARYSVI	030624	114898 01	20242468	107.59	Pending approval	422
8577	SAFEBUILT OHIO LLC	030624	299473	20242423	108.36	Pending approval	422
1380	UCO INDUSTRIES	030624	21775	20242426	110.00	Pending approval	422
886	DAVE'S PHARMACY	031324	126 2/29/24	20240063	110.28	Pending approval	418
8241	NEILL, JOSEPH	031324	10072244	20240234	110.60	Pending approval	418
39	COLUMBIA GAS OHIO IN	031324	115090610080007Feb24	20236162	119.31	Pending approval	470
1127	QUILL CORPORATION	031324	37469441	20237465	120.00	Pending approval	412
52	DAYTON POWER & LIGHT	031324	6031299105Feb24	20236167	120.48	Pending approval	470
3328	WATSON, VICKI	031324	1621	20242511	122.40	Pending approval	420
8322	VERIZON CONNECT FLEE	030624	Eng623000057212	20242442	123.65	Pending approval	422
1484	KLEIBER, JON	031324	2024PG001	20237307	125.80	Pending approval	426
4260	WORKFORCE PAYHUB	030624	PA00071278	20242427	137.25	Pending approval	422
6853	PEACOCK WATER	31324	192678	20241528	137.30	Pending approval	414
511	VARMENT GUARD ENVIRO	031324	8449865	20240055	138.88	Pending approval	418
1123	ZANDER PEST CONTROL	031324	43587	20236302	140.00	Pending approval	470
1123	ZANDER PEST CONTROL	031324	43588	20236302	140.00	Pending approval	470
733	MCAULIFFE'S ACE	031324	402423	20236186	143.88	Pending approval	470
8394	KENTON TIMES	031324	01603220-001	20241988	144.00	Pending approval	438
23	TIME WARNER COMMUNIC	030624	6707022724	20242420	144.97	Pending approval	422
3204	JOHN DEERE FINANCIAL	031324	229615 2 of 2	20240831	144.97	Pending approval	470
9388	EDMOND, SARIAH LAURE	031324	2/5-2/28 travel	20242535	145.60	Pending approval	420
451	SMART OIL COMPANY	031324	8321419	20242542	148.31	Pending approval	404
3935	UNION COUNTY EMPLOYE	031324	192921	20242325	148.42	Pending approval	438
2238	LEXISNEXIS	031324	1357625-20240229	20242514	150.00	Pending approval	420
9858	WEX BANK	31324	95578535	20241521	151.71	Pending approval	414
5412	MONOPRICE, INC	031324	24055548	20242265	151.88	Pending approval	438
5713	GRAINGER	031324	9040261001	20236181	153.06	Pending approval	470
2473	ROLLABELS, INK	030624	1044	20242469	155.00	Pending approval	422
8322	VERIZON CONNECT FLEE	030624	Bldg623000057212	20241473	160.05	Pending approval	422
108	MCAULIFFE'S INC	031324	402521	20242526	160.99	Pending approval	420
7309	SYNCHRONY BANK	031324	88961972	20236184	164.34	Pending approval	470
1127	QUILL CORPORATION	03/13/24	37511621	20241018	167.38	Pending approval	410
1127	QUILL CORPORATION	03/13/24	37474711	20241018	172.23	Pending approval	410
7982	TLC DRY CLEANING	031324	192924	20240423	175.00	Pending approval	438
17	VILLAGE OF RICHWOOD	031324	2/20 5-0126-00	20242410	176.03	Pending approval	422
177	UNION RURAL ELECTRIC	031324	Crottinger Feb24	20241466	178.00	Pending approval	422
4960	SHRED IT COLUMBUS	031324	8006414933	20240057	178.46	Pending approval	418
7311	TAYLOR, JOHN K.	030624	5808	20242436	185.38	Pending approval	422
39	COLUMBIA GAS OHIO IN	031324	131681880060000Feb24	20236162	190.50	Pending approval	470
1830	KLOSTERMAN BAKING	031324	11993 3/1/24	20240065	198.02	Pending approval	418
7311	TAYLOR, JOHN K.	031324	5887	20242554	202.50	Pending approval	422
5451	REDWOOD TOXICOLOGY L	031324	819077	20242528	208.00	Pending approval	420

Vendor	Name	CK RUN	Invoice	PO	Invoice Amt	Status	Dept
833	VERIZON WIRELESS GRE	031324	9957437663	20240656	478.94	Pending approval	426
3204	JOHN DEERE FINANCIAL	031324	229615	20237287	500.00	Pending approval	470
1414	TREASURER STATE OH	030624	24201291	20242225	500.74	Pending approval	404
39	COLUMBIA GAS OHIO IN	031324	115090610090006Feb24	20236161	518.03	Pending approval	470
119	MARYSVILLE JOURNAL	31224	36817b	20242510	518.76	Pending approval	440
1123	ZANDER PEST CONTROL	031324	43585	20236310	525.50	Pending approval	470
1123	ZANDER PEST CONTROL	031324	43451	20236311	525.50	Pending approval	470
5114	OSBURN ASSOCIATES IN	031324	307975	20242555	530.22	Pending approval	422
4502	WALZ GROUP, LLC	031224	DK121679	20242361	556.75	Pending approval	410
177	UNION RURAL ELECTRIC	031324	1845000Feb24	20236175	565.98	Pending approval	470
733	MCAULIFFE'S ACE	031324	402376	20236186	595.57	Pending approval	470
733	MCAULIFFE'S ACE	031324	402418	20236186	597.69	Pending approval	470
590	FYDA FREIGHTLINER CO	031324	CA001714626:01	20242388	599.63	Pending approval	422
4068	AGILE NETWORKS	031324	664692	20240595	600.00	Pending approval	404
657	LANGUAGE LINE SERVIC	031324	11240134	20242494	607.50	Pending approval	420
35	BOB CHAPMAN FORD INC	031324	82671	20240485	608.72	Pending approval	438
1127	QUILL CORPORATION	031324	37017436	20240444	616.07	Pending approval	438
9487	HOGAN, DANIELT	31324	192671	20242448	668.16	Pending approval	414
2249	VERDIN COMPANY	031324	109702	20240705	695.00	Pending approval	470
7186	OHIO SCHOOL OF	031324	A Harrington#6614	20242532	700.00	Pending approval	420
4068	AGILE NETWORKS	031324	664693	20240437	760.00	Pending approval	438
983	BENDER COMMUNICATION	031324	36240	20242407	765.00	Pending approval	422
7406	AMAZON CAPITAL	3/13/24	1HHL-3H3D-QCPC	20242271	767.80	Pending approval	412
4433	GREAT AMERICA LEASIN	031324	partial 35988807.	20242335	796.87	Pending approval	426
177	UNION RURAL ELECTRIC	031324	Raymond Feb24	20241466	802.60	Pending approval	422
833	VERIZON WIRELESS GRE	031324	9957596420	20240424	812.18	Pending approval	438
3960	SOUTHERN COMPUTER WA	031324	INV00802809	20242268	838.69	Pending approval	404
29	MEGACITY FIRE PROTEC	031324	466117	20240233	852.90	Pending approval	418
39	COLUMBIA GAS OHIO IN	031324	154595480010005Feb24	20236162	862.74	Pending approval	470
1737	APPLIED ELECTRIC LLC	030624	8915	20242467	870.00	Pending approval	422
4918	HOLLINGER METAL EDGE	031324	21320	20237463	904.00	Pending approval	412
8322	VERIZON CONNECT FLEE	030624	Roads623000057212	20242443	957.00	Pending approval	422
733	MCAULIFFE'S ACE	031324	Feb24	20236186	965.11	Pending approval	470
451	SMART OIL COMPANY	031324	8321403	20236194	1,038.57	Pending approval	470
1039	REPUBLIC WASTE SERVI	031324	0046-006117900	20240056	1,044.48	Pending approval	418
2724	HAP HOMES LLC	031324	2.2024 Cntryside	20242516	1,045.64	Pending approval	420
8449	AUNALYTICS, INC.	03/13/24	30006430	20240601	1,048.90	Pending approval	410
9115	CARPENTER, CHRISTOPH	031324	2024-005	20240492	1,100.00	Pending approval	438
1402	MC MOBILITY INC	031324	CBS-794296,793919,	20242518	1,140.05	Pending approval	420
8449	AUNALYTICS, INC.	031324	30006434	20241619	1,170.00	Pending approval	404
3707	RUSH TRUCK CENTER	030624	3036201402	20242439	1,200.00	Pending approval	422
9266	LEWIS, JAYLYNN	031324	01.2024 FC	20242499	1,229.15	Pending approval	420
9183	PRECISION LABS LLC	31324	9	20241539		Pending approval	414
39	COLUMBIA GAS OHIO IN	031324	115090610060009Feb24	20236162		Pending approval	470
8449	AUNALYTICS, INC.	031324	30006433	20236152	1,415.00	Pending approval	470
177	UNION RURAL ELECTRIC	031324	Millcreek Feb24	20241466		Pending approval	422

Vendor	Name	CK RUN	Invoice	PO	Invoice Amt	Status	Dept
3229	KROGER	031324	54813 3/5/24	20240066	1,479.53	Pending approval	418
1293	DELL MARKETING LP	031224	10733626836	20241621	1,493.41	Pending approval	436
177	UNION RURAL ELECTRIC	031324	1083001Feb24	20236176	1,529.08	Pending approval	470
3459	FRIENDSOFFICE	031324	1723123-0	20242530	1,529.21	Pending approval	420
8449	AUNALYTICS, INC.	031324	30006431	20242417	1,560.00	Pending approval	470
39	COLUMBIA GAS OHIO IN	031324	115090610070008Feb24	20236161	1,587.18	Pending approval	470
1293	DELL MARKETING LP	030624	10733627099	20242459	1,599.40	Pending approval	422
7222	FLEWELLING, ERIC	031324	01.2024 FC	20242527	1,688.75	Pending approval	420
1747	THE COMPUTER WORKSHO	031324	72372	20237883	1,689.00	Pending approval	404
1293	DELL MARKETING LP	031324	10734652753	20241541	1,707.36	Pending approval	404
7259	SPEAKWRITE LLC	031324	159e61fa	20242512	1,739.48	Pending approval	420
2455	ALERE TOXICOLOGY SER	031324	375568-DYS-1	20240655	1,747.72	Pending approval	426
1320	OCCUPATIONAL HEALTH	031324	37569	20240425	1,755.00	Pending approval	438
52	DAYTON POWER & LIGHT	031324	7950461162Feb24	20236167	1,776.59	Pending approval	470
39	COLUMBIA GAS OHIO IN	031324	131681880050001Feb24	20236162	1,837.70	Pending approval	470
6330	CDA, INC.	031324	17879 PARTIAL	20240657	2,128.00	Pending approval	426
587	LAW ENFORCEMENT FOUN	031324	STEP2024-fall009	20242327	2,150.00	Pending approval	438
1293	DELL MARKETING LP	030624	10733626887	20242464	2,222.39	Pending approval	422
7406	AMAZON CAPITAL	031324	1YCQ-M9D1-9FPQ	20242509	2,242.17	Pending approval	420
4345	EVO STUDIOS, INC.	031324	0017344	20242322	2,250.00	Pending approval	404
8449	AUNALYTICS, INC.	031324	30006435	20241619	2,268.95	Pending approval	404
3105	SONSTEIN, JO	031324	2.2024 FC	20242495	2,347.33	Pending approval	420
7810	RUST, SHANNON	031324	71	20242460	2,395.00	Pending approval	426
2693	AIR FORCE ONE INC.	031324	506840, 506739	20240222	2,484.00	Pending approval	418
6686	DAVIS, PHD, DANIEL L.	031324	2103	20240654	2,500.00	Pending approval	426
39	COLUMBIA GAS OHIO IN	031324	131681880040002Feb24	20236161	2,634.60	Pending approval	470
2566	WASHINGTON AUTO PART	030624	Feb24	20242479	2,798.95	Pending approval	422
2455	ALERE TOXICOLOGY SER	031324	375568-DYS-2	20237300	2,986.78	Pending approval	426
8724	QUINLAN, ROBERT III	031324	01.2024 FC	20242519	3,017.95	Pending approval	420
1108	CARGILL INC	031324	2909267207	20242389		Pending approval	422
1293	DELL MARKETING LP	030624	10733867702	20242463		Pending approval	422
52	DAYTON POWER & LIGHT	031324	2807326822Feb24	20236167		Pending approval	470
148	POSTMASTER	031324	030724	20242541	100 (64 110) E (11)	Pending approval	404
2089	VRI	031324	2/2024	20242431	2017 Y 2017 N	Pending approval	420
716	ICE MILLER LLP	031324	15-2001335	20242330	700 M 34 M 34 M 34	Pending approval	404
1039	REPUBLIC WASTE SERVI	031324	0046-006113089	20236262		Pending approval	470
52	DAYTON POWER & LIGHT	031324	4485942671Feb24	20236167		Pending approval	470
8449	AUNALYTICS, INC.	031324	30006480	20240050		Pending approval	418
1605	CARDONE, JULIE	031324	01,02 FC, travel	20242513	200	Pending approval	420
5145	AMERICAN SOLUTIONS F	31224	v07168344	20237502	63	Pending approval	440
9461	OLYMPUS SERVICES LLC	031324	20240131-J15, 202402	20242502		Pending approval	420
2882	ACP-GREENE & ASSOCIA	031324	24-1996	20235008		Pending approval	412
8732	PCA CORRECTIONS, LLC	031324	022024	20240400		Pending approval	438
1108	CARGILL INC	031324	2909262616	20240400		Pending approval	422
	TROJAN TECHNOLOGIES	031524	200/21201	20242369		Pending approval	422
8747 8449	AUNALYTICS, INC.	030624	30005912	20242408		Pending approval	470

### UNION COUNTY COMMISSIONERS JOURNAL 2024 March 13, 2024

Vendor	Name	CK RUN	Invoice	PO	Invoice Amt	Status	Dep
9169	OHIO UAV SERVICES LL	031324	3924	20241990	5,255.00	Pending approval	438
783	APPRAISAL RESEARCH C	031324	111401	20240448	5,375.00	Pending approval	404
7385	ROCK GATE CAPITAL	031324	131856	20242497	5,510.00	Pending approval	42
2882	ACP-GREENE & ASSOCIA	031324	23-1930	20235008	5,907.50	Pending approval	41
1108	CARGILL INC	031324	2909257172	20242389	6,243.73	Pending approval	42
783	APPRAISAL RESEARCH C	031324	111641	20240448	7,004.70	Pending approval	40
5145	AMERICAN SOLUTIONS F	31224	07168344	20237499	7,129.77	Pending approval	44
4472	CAREGIVER USA CORP	031324	1978	20242432	7,362.25	Pending approval	42
1108	CARGILL INC	031324	2909252106	20242389	7,806.92	Pending approval	42
55	RIGHTWAY FOOD SERVIC	031324	10503 3/1/24	20240071	8,185.75	Pending approval	41
1108	CARGILL INC	031324	2909247096	20242389	9,440.18	Pending approval	42
8449	AUNALYTICS, INC.	031324	30006432	20236149	10,580.10	Pending approval	47
5114	OSBURN ASSOCIATES IN	031324	307973	20242555	10,719.19	Pending approval	42
783	APPRAISAL RESEARCH C	031324	111631	20240448	11,487.82	Pending approval	40
557	SHELLY MATERIALS INC	030624	2623408	20242391	11,848.29	Pending approval	42
8365	DARTPOINTS	031324	125841	20242334	14,268.20	Pending approval	40
1108	CARGILL INC	031324	2909279441	20242557	15,875.77	Pending approval	42
9090	HD SUPPLY INC	030624	INV00279277	20242424	15,957.00	Pending approval	42
318	INTERIM HEALTHCARE O	031324	2/2024	20242548	16,157.50	Pending approval	42
1177	NAPIER TREE SERVICE	031324	9356	20242385	25,100.00	Pending approval	42
3708	KS STATE BANK	031324	59093-5-2024	20242562	34,540.50	Pending approval	42
557	SHELLY MATERIALS INC	031324	2624262	20242551	34,819.55	Pending approval	42

3.11-2.224 Administrator 3/11/2024

ADMINISTRATOR ACTION NO. 24-35A:

### **Transfer of Appropriations and/or Funds**

County Administrator William Narducci approved the following transfers of appropriations and/or funds:

03/08/2024			Pending approval	Heidi Re	10140400	530100		Scanner	03/08/2024	D	F 000 00
03/08/2024								Scarine	03/00/2024	D	5,000.00
55,55,2524	Scanner	03/08/2024	Pending approval	Heidi Re	10140400	540100		Scanner	03/08/2024	1	5,000.00
ADD'L DESC: R	ealign current appr	opriations from	cont serv to equipm	nent for scan	ner Audito	or, REA					
ENTRY DATE	JNL SHORT DESC	JNL EFF DATE	AMD STATUS	JNL CLERK	ORG	OBJECT	PROJECT	COMMENT	DTL EFF DATE	DR/CR	AMOUNT
03/06/2024	ArchLife	03/06/2024	Pending approval	Letitia	04121900	510205		Life ins rate change	03/06/2024	D	68.00
03/06/2024	ArchLife	03/06/2024	Pending approval	Letitia	04121900	510320		Life ins rate change	03/06/2024	1	68.00
ADD'L DESC: R	ealign current appr	opriations from	OPERS to Life, new	rate increase	e Archives						
ENTRY DATE	JNL SHORT DESC	JNL EFF DATE	AMD STATUS	JNL CLERK	ORG	OBJECT	PROJECT	COMMENT	DTL EFF DATE	DR/CR	AMOUNT
03/11/2024	transfer	03/11/2024	Pending approval	Michelle	65142208	530100		cover plumbing fees	03/11/2024	D	4,000.00
03/11/2024	transfer	03/11/2024	Pending approval	Michelle	65142208	530383		cover plumbing fees	03/11/2024	0	4,000.00
-	03/06/2024 03/06/2024 03/06/2024 ADD'L DESC: R ENTRY DATE 03/11/2024	ENTRY DATE JNL SHORT DESC 03/06/2024 ArchLife 03/06/2024 ArchLife	NIL SHORT DESC   JNL EFF DATE     03/06/2024   ArchLife   03/06/2024     03/06/2024   O3/06/2024     03/06/2024	ENTRY DATE JNL SHORT DESC JNL EFF DATE AMD STATUS  03/06/2024 ArchLife 03/06/2024 Pending approval  03/06/2024 ArchLife 03/06/2024 Pending approval  ADD'L DESC: Realign current appropriations from OPERS to Life, new  ENTRY DATE JNL SHORT DESC JNL EFF DATE AMD STATUS  03/11/2024 transfer 03/11/2024 Pending approval	ENTRY DATE JNL SHORT DESC JNL EFF DATE AMD STATUS  03/06/2024 ArchLife 03/06/2024 Pending approval Letitia  03/06/2024 ArchLife 03/06/2024 Pending approval Letitia  Letitia  ADD'L DESC: Realign current appropriations from OPERS to Life, new rate increase control of the provided by the	NTRY DATE JNL SHORT DESC JNL EFF DATE AMD STATUS JNL CLERK ORG 03/06/2024 ArchLife 03/06/2024 Pending approval Letitia 04121900 Letitia 0412190 Letitia	03/06/2024 ArchLife         03/06/2024 Pending approval         Letitia         04121900         510205           03/06/2024 ArchLife         03/06/2024 Pending approval         Letitia         04121900         510320           ADD'L DESC: Realign current appropriations from OPERS to Life, new rate increase Archives         - Archives         ENTRY DATE         JNL SHORT DESC         JNL EFF DATE         AMD STATUS         JNL CLERK         ORG         OBJECT           03/11/2024 transfer         03/11/2024 Pending approval         Michelle         65142208         530100	No.   No.	NTRY DATE JNL SHORT DESC JNL EFF DATE AMD STATUS 03/06/2024 Pending approval Letita 0412190 510205 Life ins rate change 03/06/2024 ArchLife 03/06/2024 Pending approval Letita 0412190 510205 Life ins rate change Life ins rate change Letita 0412190 51030 Life ins rate change Life ins rate change Letita 0412190 51030 Life ins rate change Life ins rate change NADD'L DESC: Realign current appropriations from OPERS to Life, new rate increase Archives STATUS JNL CLERK ORG OBJECT PROJECT COMMENT 03/11/2024 transfer 03/11/2024 Pending approval Michelle 65142208 530100 cover plumbing fees	NTRY DATE JNL SHORT DESC JNL EFF DATE AMD STATUS JNL CLERK ORG OBJECT PROJECT COMMENT DTL EFF DATE 03/06/2024 Pending approval Letitia 0412190 510205 Life ins rate change 03/06/2024 O3/06/2024 ArchLife 03/06/2024 Pending approval Letitia 0412190 510320 Life ins rate change 03/06/2024 ADD'L DESC: Realign current appropriations from OPERS to Life, new rate increase Archives  NTRY DATE JNL SHORT DESC JNL EFF DATE AMD STATUS JNL CLERK ORG OBJECT PROJECT COMMENT DTL EFF DATE 03/11/2024 transfer 03/11/2024 Pending approval Michelle 65142208 530100 cover plumbing fees 03/11/2024	ENTRY DATE JNL SHORT DESC JNL EFF DATE AMD STATUS JNL CLERK ORG OBJECT PROJECT COMMENT DTL EFF DATE D3/06/2024 Pending approval Letitia 04121900 510205 Life ins rate change 03/06/2024 D D D3/06/2024 ArchLife 03/06/2024 Pending approval Letitia 04121900 510320 Life ins rate change 03/06/2024 I D D3/06/2024 ArchLife 03/06/2024 Pending approval Letitia 04121900 510320 Life ins rate change 03/06/2024 I D D3/06/2024 ArchLife D3/06/2024 Pending approval Letitia 04121900 510320 Life ins rate change 03/06/2024 I D D3/06/2024 I D D3/06/2024 Pending approval D3/06/2

Administrator 3/13/2024

### UNION COUNTY COMMISSIONERS JOURNAL 2024 March 13, 2024

### TRANSFER FORM Wednesday (Due to the Auditor by noon Monday) Department: Mental Health and Recovery Board Date: March 5, 2024 RESOLUTION RE: TRANSFER OF FUNDS A motion was made by and seconded by to approve the following transfer (s): From: Mental Health & Recovery Board 530100 310MH200 Contracts/Agencies Object Name Object Number Project Number Fund Name Org Number Sheriff's Fees 420104 04380000 General To: Rev Org Number Object Name Object Number Project Number Fund Name 7.50 Amount: \$ From: Exp Object Name Project Number Org Number Rev To: Project Number Org Number Object Name Object Number Amount: \$ From: Exp Org Number Object Number Project Number Rev To: Object Number Project Number Fund Name Org Number Object Name Amount: \$ From: Exp Object Name Object Number Project Number Rev To: Project Number Object Number Fund Name Org Number Object Name Amount: \$ Reason for Request: Reimburse the cruiser fee for transporting a patient to Dublin Springs, 7625 Hospital Drive, Dublin, Ohio, 43016 on Monday, March 4, 2024. Sgt Tim Johnson and Deputy Connor Swayne completed the transport. Invoice #2024-41 WAN Approved by Administrator Stave Robinson Roll call vote resulted as follows: Dave Burke Auditor Dave Lawrence cc: C.J. 2031 Date: 3-13-34 REQUESTER ACKNOWLEDGEMENT: I have reviewed the above-referenced accounts and have verified that appropriations are available, and free of prior encumbrances (including blanket purchase orders):

Auditor's Office Approval 17 3 -7-24

revised 12/28/2022

### **UNION COUNTY COMMISSIONERS JOURNAL 2024** March 13, 2024

		TR	ANSFER FORM			
	_ Wednesday (Due to the Auditor	by noon Monday)				
Depa	artment: Juvenile Court		Date: 3/6/20	)24		411
	RES	OLUTION RE: TE	RANSFER OF FUNDS			
	tion was made by prove the following transfer (s):		and seconded by			
Fron	:General Fund	04263100	Supplies	Ехр	520100	
To:	General Fund	Org Number 04100000	Object Name Postage	EXP	520135	Project Number
	Fund Name	Org Number Amount: \$	716.74		Object Number	Project Number
From	1:Fund Name		25-44	Ехр	-	
To:	- unit rearrie	Org Number	Object Name	Rev	Object Number	Project Number
	Fund Name	Org Number Amount: \$	Object Name		Object Number	Project Number
From	1: Fund Name	Org Number		Ехр		
To:	Fund Name	Org Number	Object Name	Rev	Object Number	Project Number
. 107016	Fund Name	Org Number Amount: \$	Object Name		Object Number	Project Number
From	Fund Name	Org Number	Object Name	Ехр	Object Number	Project Number
To:		1000		Rev		1-1772 E. H. WEX CO.
	Fund Name	Org Number Amount: \$	Object Name	_	Object Number	Project Mumber
	n for Request: GE REIMBURSEMENT FOR FEB 202					
			Approved by Admir	nistrator	wan	
	all vote resulted as follows:		Da	lobinson ve Burke		•
CC	FINAL SE		Dave L	awrence	c.r. 90 30	1
	ESTER ACKNOWLEDGEMENT: oriations are available, and free			unts and h		
	revised 12/28/2022		Auditor	's Office A	pproval	3.7.24

### UNION COUNTY COMMISSIONERS JOURNAL 2024 March 13, 2024

### TRANSFER FORM

Departme	nt: DJFS			Date:	3/7/	2024	
	R	ESOLUTION RE-	TRAN	SFER OF FUNDS			
		LOOLO HOM NE.	1104	TOT EN OF TONOS			
	s made by			_ and seconded by	-		-
to approve t	he following transfer (	s):					
From:	PCSA	36542008	-	Foster Care	Ехр	530670	
	Fund Name	Org Number		Object Name		Object Number	Project Numbe
To:	Nursing	9130H025	(Ninesa e	Foster Care Assessment	Rev	428020	
	Fund Name	Org Number		Object Name		Object Number	Project Number
		Amount: \$		\$ 40.00			
From:					Ехр		
	Fund Name	Org Number		Object Name		Object Number	Project Numbe
To:			6/endox 8 8151		Davi		
10.	Fund Name	Org Number	- (0.50	Object Name	Rev	Object Number	Project Number
		Amount: \$		1997 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		160000000000000000000000000000000000000	HANGAMANA PA
20.0007			_		0-102		
From:	Fund Name	Org Number	-	Object Name	Ехр	Object Number	Project Number
To:	Pulio Harie	Oig Humber		Collectiveme	Rev	Copes Human	P (upon realis)
· —	Fund Name	Org Number	-	Object Name	LIBA	Object Number	Project Number
		Amount: \$		201000000000			
					_		
From:	Fund Name	Org Number	-	Object Name	Ехр	Object Number	Project Number
To:				***	Rev		
-	Fund Name	Org Number	7	Object Name		Object Number	Project Number
		Amount: \$	3				
Reason for R	equest: 4 Foster Exams	\$ 40.00			_	Transfers total:	
11/2024 FBD 2	4 Poster exams	\$ -				\$ 40.00	
		\$ -					
		s .			war 10/15	West and Astron	
				Approved by Adminis	trator	WAN	
Roll call vote	resulted as follows:			Steve Ro	binson		
					Burke		
c Audito	or o			Dave La	wrence	242.1	
					C.J.:	2030	
REQUESTER	ACKNOWLEDGEMENT	T: / Neve reviewed th	e above	even the structure becomes	Date:	9-13-91	
Transaction and State of Street Co.				net purchase orders)			

revised 3/7/2024

Auditor's Office Approval # 18 3-8-24

### UNION COUNTY COMMISSIONERS JOURNAL 2024 March 13, 2024

### TRANSFER FORM 3/13 Wednesday (Due to Auditor by noon Thursday) Date: 3/8/2024 DJFS Department:\_ RESOLUTION RE: TRANSFER OF FUNDS A motion was made by \_\_\_\_\_ to approve the following transfer (s): and seconded by\_ 530600 35001508 Medical Assistance Exp PA From: Project Number Fund Nac 420107 36044508 Charge for Services Rev To: UCATS Project Number Org Number Object Name Object Number Fund Name 5,903.74 Amount: \$ From: Object Number Object Name Org Number Fund Name 34044508 To: Project Number Object Number Org Number Fund Name Amount: \$ Ехр From: Org Number Object Name Fund Name Rev To: Object Number Project Number Object Name Org Number Fund Name Amount: \$ Ехр From: Rev To: Project Number Org Number Object Name Object Number Fund Name Amount: \$ Transfer total Reason for Request: February 2024 NET transportation 5,903 74 5,903.74 WAN Approved by Administrator Dave Lawrence Roll call vote resulted as follows: Dave Burke Steve Robinson Auditor Date: REQUESTER ACKNOWLEDGEMENT: I have reviewed the above-referenced accounts a appropriations are available, and free of prior encumbrances (including blanket purchase orders): nelle Auditor's Office Approval

revised 3/8/2024

### UNION COUNTY COMMISSIONERS JOURNAL 2024 March 13, 2024

- \* County Administrator William Narducci provided the following updates:
  - The interview process for the HR assistant has been progressing. They narrowed the selection to three individuals, but one person took another position. The hope is to make a decision and offer this week because Ginger Yonak will be on vacation next week. They were very happy with the candidate selection and received many applications. Terri Himes retires at the end of April, so the hope is that there will be overlap for training.
  - Eric Phillips, City of Marysville and he are meeting with a contingent of the Japan Ministry of Land, Infrastructure, Transport, and Tourism (MLIT) this morning. They are in town today with their consultant and it allows the opportunity to show off the county's assets from the Beta District to the AMIC facility, that the region has invested in, and to talk about smart mobility infrastructure.
  - Last week, he and Eric Phillips and Jeff Stauch spoke to their counterparts in Madison County regarding development activity on the SR 161 corridor. A developer in Jerome Township is proposing a similar development in Madison County. There is a threat of annexation from a township perspective and loss of township land. In response to that, they are seeing some pretty aggressive deals on the developer's side. They have had several conversations with Madison County representatives and flagged some concerns about things. It is ultimately Madison County and the township's decision, but in terms of the region and corridor, the hope is that this does not become a corridor of two and three story apartment complexes.

\* \* \*

\*Assistant County Prosecutor Thayne Gray had no report.

\* \* \*

- \*Assistant County Administrator/Budget Officer Letitia Rayl provided the following updates:
  - The contractor on the engineer office renovation is offsite and construction is complete. They did a walk through yesterday for punchout. There are some furniture issues before the final move
  - Ms. Early and she are participating in OnBase training this week. Once it is ready, there will be the capability to search any type of record in the county and it will be much more efficient.
  - She and Ms. Early are also attending the County Clerks' Association meeting March 16<sup>th</sup>.

\* \* \*

- \*Clerk to the Board of Commissioners Sara Early provided the following updates:
  - Union County Human Services will be closed to public foot traffic on April 8<sup>th</sup>. There will be a skeleton crew in the office to answer their two main lines. Most employees will work remotely. Clients who come to the office will be able to utilize a phone in the lobby to call for assistance. Signs will be on the lobby doors informing clients of the lobby changes and the information will be posted on their website. UCATS will not be transporting clients that day. Virtual training will be scheduled for the drivers.
  - Union Soil & Water Conservation District will be closed on April 8<sup>th</sup> also.

\* \* \*

### UNION COUNTY COMMISSIONERS JOURNAL 2024 March 13, 2024

- \*Commissioner David A. Lawrence provided the following updates:
  - The Board of Health Annual District Advisory Council Meeting was March 12<sup>th</sup>, which he attended.
  - On March 12<sup>th</sup>, he also attended the Airport Authority Meeting. They had a leadership change in that Philip LaPointe and Steve Koenig switched positions. Mr. Koenig is now the president.

\* \* \*

Commissioner Dave Burke provided the following updates:

• He met with Adam Negley and Sue Ware regarding consolidation of the ask to OneOhio for grant dollars. The next OneOhio Region 18 Board Meeting is April 3<sup>rd</sup>. He does not know if they will be requesting a letter of support for the request for funds.

\* \* \*

Commissioner Steve Robinson provided the following updates:

- George Showalter passed away last week. He was on the LUC Regional Planning Commission Executive Committee.
- Other than phone calls, it was a fairly quiet week.

\* \* \*

- \*Commissioner Robinson recessed the meeting at 9:01 a.m.
- \*Commissioner Robinson reconvened the meeting at 9:08 a.m.
- \*Sheriff Patton left the meeting at this time.

\* \* \*

- \*CEBCO Benefit/Claims Report by Justin Grant and Introduction of Kevin Hinkle, CEBCO Assistant Director In attendance were Justin Grant, CEBCO; Kevin Hinkle, CEBCO; and Ginger Yonak, Director/Human Resources:
  - Ms. Yonak introduced Mr. Hinkle. She stated that they are currently at the pre-renewal part of the program.
  - Mr. Grant distributed and reviewed the following handout:

### UNION COUNTY COMMISSIONERS JOURNAL 2024 March 13, 2024



### Union County- Claims Review, January 2023 - December 2023

### **AON Loss Ratio Report**

- Union County had an Overall Loss Ratio of 129.6%
- There were 6 claimants that exceeded the \$125,000 pooling point, which means \$1,439,025 will be removed from the county's experience, which will lower the Net Loss Ratio to 102.5%.

### Anthem Reports- Medical/Rx

- Financial and Utilization Dashboard-
  - Medical claims were \$5,467,703, a 36.1% increase from the previous period
  - o Rx claims were \$1,387,596, a 68.4% increase from the previous period
  - Overall period increase of 41.6%
- Utilization by Setting-
  - Inpatient- 177.7% cost increase from prior period
  - Outpatient- 8.7% cost increase from prior period
  - Professional- 10.1% cost increase from prior period
- Emergency Room, Avoidable ER- 66 potentially avoidable ER visits with a potential savings of \$148,881.
- Anthem Prescription Day Supply- 87.8% of prescriptions filled were generics with a paid amount of \$144,533. Single Source Brand (Name Brand) accounted for 88.7% of the paid amount, \$1,231,365.
- Top 3 Drug categories are:
  - o Dermatologicals
  - Anti-Diabetics
  - Anti-Neoplastics/Adjunctive Therapies

### UNION COUNTY COMMISSIONERS JOURNAL 2024 March 13, 2024

Q4 2023										County of Darush	
County:										EBC	
Union	_								100	Health L	Wellness
		Medical	+ OPP	Prescriptio	in Druge	Medical +	OPP + Rx	Dent	al	Vision	L
Paid Claims		Union	CEBCO	Union	CEBCO	Union	CEBCO	Union	TOTAL	Union	TOTAL
Paid Geems	Jan-23	\$676,264	\$13,222,299	\$102,153	\$4,525,631	\$780,417	\$17,747,930	\$16,421	\$389,524	\$1,735	\$44,983
	Feb-23	\$462,233	816,714,767	\$102,820	\$4,858,752	\$565,053	\$21,373,520	\$17,757	\$330,864	\$3,512	\$46,769
	Mar-23	\$751,020	\$17,431,603	586,247	\$5,106,745	\$837,268	\$22,538,348	\$23,273	\$378,618	\$2,801	\$45,194
	Apr-23	\$283,422	\$16,274,899	385,515	\$4,507,822	\$388,937	\$20,762,721	\$18,533	\$360,886	\$2,090	\$54,112
	May-23	\$351,605	\$16,781,901	\$126,393	\$5,520,996	\$477,968	\$22,302,896	\$14,448	\$365,541	\$3,126 \$3,020	\$45,398
	Jun-23	\$320,150	516,771,971	\$110,413 598,749	\$5,498,423 \$5,326,642	\$430,562 \$409,960	\$22,220,394 \$18,807,787	\$15,441 \$18,394	\$312,383	\$2,562	\$42,347
	Jul-23 Aug-23	\$311,210 \$788,636	\$13,481,145 \$17,283,865	\$113,142	\$6,219,491	\$881,777	\$23,503,358	\$24,675	\$378,485	\$1,938	\$45,017
	Sep-23	\$292,482	\$16,903,935	5176,047	\$5,404,529	\$468,529	\$22,338,464	\$19,900	\$274,384	\$4,062	\$44,867
	Ott-23	5380.317	\$18.886,970	\$131,714	\$5,880,863	\$482,031	\$24,576,833	\$18,614	\$361,659	\$2,984	\$41,232
	Nov-23	\$625,770	522,392,482	\$108,294	\$5,723,870	\$734,064	\$26,116,352	\$18,157	\$291,203	\$2,072	\$40,014
	Dec-23	\$312.672	\$18,515,787	\$146,109	15,695,436	\$458,781	\$24,211,224	\$13,725	\$292,122	\$2,990	845,013
2000			5010000es1401	420-212-220				****		***	\$536,553
Total		\$5,507,780	\$204,401,825	\$1,387,596	564,078,200	\$6,895,376	\$268,569,825	\$219,339	\$4,022,814	\$33,701	\$339,330
		Medical		Prescription	1100	Medical +		Dent		Visio	
Billed Premis	um	Union	TOTAL	Union	TOTAL	Union	TOTAL	Union	TOTAL	Union	TOTAL
	Jan-23	\$343,830	\$16,854,138	801,112	\$3.892.047	\$434,942	\$20,746,165	\$18,903	\$372,877	\$3,440	\$57,732
	Feb-23	\$341,364	518,729,254	\$90,458	\$3,867,433	\$431,823	\$20,595,668	518,797	\$373,852	\$3,432	\$58,029
	Mar-23	\$345,676	\$16,714,634	\$91,601	\$3,872,247	\$437,278	\$20,586,881	\$19,120	\$373,740	\$3,506	558,225
	Apr-23	\$344,759	\$16,709,812	391,358	\$3,863,730	\$436,117	\$20,573,542	\$19,067	\$373,222	\$3,467	\$58,228
	May-23	\$349,979	\$16,730,948	382,741	\$3,674,631	\$442,720	\$20,605,579	\$19,234	\$374,905 \$372,807	\$3,468 \$3,457	\$58,499
	Jun-23	\$349,204	\$16,709,452	592,536 591,912	\$3,867,824	\$441,740 \$438,761	\$20,577,277	319,007	\$372,471	\$3,458	\$58,512
	Jul-23 Aug-23	\$346,849 \$354,414	\$16,941,171 \$16,921,222	\$93,916	\$3,893,295	\$448,330	\$20,814,517	\$19,586	\$371,816	\$3,556	538,418
	Sep 23	\$360,408	\$16,992,771	\$95,505	\$3,909,608	\$455,913	\$20,902,380	\$19,892	\$374,368	\$3,625	\$58,844
	Ool-23	\$368,461	\$16,915,791	\$94,989	\$3,890,364	\$453,450	\$20,805,156	\$18,814	\$361,659	\$3,616	\$58,460
	Nov-23	\$357,808	\$17,041,000	\$94,816	\$3,925,062	\$452,824	\$20,966,062	\$18,157	\$298,480	\$3,606	\$59,000
	Dec-23	\$304,536	\$17,039,065	\$93,949	\$3,915,864	\$440,405	\$20,955,039	\$13,729	\$292,747	\$3,536	\$50,317
Total		\$4,207,289	\$202,289,280	\$1,116,894	545,671,294	\$5,322,183	\$248,970,574	\$223,213	\$4,310,943	542,174	\$701,673
		Medical	+ OPP	Prescriptio	on Drugs	Medical +	OPP + Rx	Dent	ini	Visio	n
			CEBCO		CEBCO		CEBCO		CEBCO	122300V	CEBCC
Enrollment		Union	TOTAL	Union	TOTAL	Union	TOTAL	Union	TOTAL	Union	TOTAL
	Jan-23	328	13,966	328	13,968	328	13,986	331	098,8	320	4,380
	Feb-23	323	13,847	323	13,847	323	13,847	330	6,893 6,908	320 322	4,386
	Mar-23	322 323	13,887 13,881	322	13,867	322 323	13,967	333	6,911	321	4,405
	Apr-23 May-23	323	13,880	323	13,890	323	13,890	332	6,916	320	4,415
	Jun-23	331	13,805	331	13,905	331	13,905	334	8,916	323	4,437
	Jul-23	329	14,115	329	14,115	329	14,115	337	6,906	324	4,435
	Aug-23	333	14,100	333	14,100	333	14,100	342	6,914	326	4,443
	Sep-23	337	14,151	337	14,151	337	14,151	345	6,914	330	4,442
	Oct-23	336	14,066	336	14,066	336 335	14,068	344 340	6,959	330 326	4,730
	Nov-23 Dec-23	335 328	14,176 14,199	335 328	14,176	328	14,176	339	6,980	324	4,838
								Victoria	19202111	00000-	712500
Total Average		3,948 329	168,142 14,012	3,948 329	168,142 14,012	3,948 329	168,142 14,012	4,041 337	83,005 6,917	3,888 324	54,154 4,513
		Webser	CEBCO	2,004	CEBCO	11390-719	CEBCO	912 OAS	CEBCO	0.004.077.7	CEBCC
Running 12 i	Month	Union	TOTAL	Union	TOTAL	Union	TOTAL	Union	TOTAL	Union	TOTAL
Loss Ratio (Claims/Pren		130.9%	101.1%	124.5%	137.3%	129.6%	107,9%	96,3%	93,3%	79,9%	78.5N

79,8%

2923 YTD Loss Ratio (Claims/Premium)

130.9%

101,1%

124.5%

137.3%

129,6%

107,0%

98,3%

83,3%



## County Employee Benefits Consortium of Ohio Medical High Claimant Report - YTD All Counties - January 1, 2023 through December 31, 2023 by Subscriber

	Pooling	Case	Amount	
County	Point	Number Diagnosis	Paid Total	Total
Union	\$125,000	73192 INJURY, POISONING AND CERTAIN OTHER CONSEQUENCES OF	ES OF \$177,440	
Union	\$125,000		\$192,277	
Union	\$125,000		\$207,332	
Union	\$125,000	73192 INJURY, POISONING AND CERTAIN	ISEQUENCES OF \$250,273	
Union	\$125,000	65412 CERTAIN CONDITIONS ORIGINATING	IN THE PERINATAL PERIOD \$381,665	
Union	\$125,000	25605 CONGENITAL MALFORMATIONS, DEFORMA	\$980,039 \$2,189,025	9,025

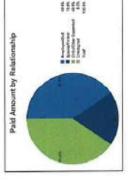
### **UNION COUNTY COMMISSIONERS JOURNAL 2024** March 13, 2024

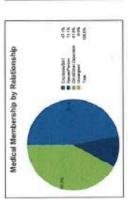
Current Period : Jan 2023 - Dec 2023 Prior Period 1 : Jan 2022 - Dec 2022 Prior Period 2 : Jan 2021 - Dec 2021

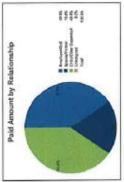
CEBCO - WGS - UNION COUNTY

Period	Substribers	Members	Contract Size	Commercial Benchmark	Member
Cument	979	609	24	2.0	5.8%
Frior	360	198	2.1	2.0	6.3%

High Cost Chimant (HCC) Summary	Current	Pilor	Trend	Commercial	Percent Paid In Network
Total Paid Arrount	95,855,296	京田(京成)本			26.00 20.00
total HDC Paid Amount Med	52,085,670	\$1,879,750			%8'88'
Tetal HCC Paid Amount Fox	\$737,836	\$271.02H			PCC 009
HCC Paid Amount as % of Total Paid Amount	54.3%	44,4%	22.3%	47.4%	
Number of HCC Members > \$50K	19	95		1000	
HCC Members as Percent of Total Members	3.0%	2.4%	24D%	2.0%	
High Cost Claimant (HCC). Delait	Current	Prior	Trend	Commercial	
HCC PMPM - Total	\$443,78	\$27128	636%	\$219.45	
MCC PEPM - Total	S942.45	\$569.80	663%	のではは	
Non-HCC PWPM - Total	\$373.22	\$339.33	10.0%	\$243.65	
Non-HCC PEPM - Jotzi	\$792.63	\$705.30	132%	\$487.94	
HCC PMPM - Medical	\$365.63	\$237.10	50.0%	619819	
MCC PEPM - Medical	\$755.67	\$489.39	544%	\$396.27	
Non-HCC PMPM - Medical	\$295.87	\$269.56	82.6	\$220.63	
Non-HCC PEPM - Medical	\$626.20	\$506.36	12.8%	\$442.01	
NCC PNPM - Pharmacy	\$87.50	\$34.19	1573%	\$71.65	
HCC PEPM - Pharmacy	\$166.77	\$70.56	164.7%	\$132.93	
Non-HCC PMPM - Pharmacy	\$77.43	77.686	11.0%	\$7838	
Month CC REpt. Pharmaco	\$164.43	10.44.01	14.2%	\$147.29	







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Medical Membership Summary by Age Band and Gender



\$1,387,388 Medical and Pharmacy Paid Amount Summary

Page 1 of 2

Male (47.7%)

4

15-24 25-34 Female (52-3%)

0104

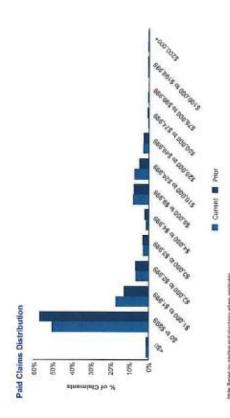
CEBCO - WGS - UNION COUNTY
Current Period : Jan 2023 - Dec 2023
Prior Period 1 : Jan 2022 - Dec 2022
Prior Period 2 : Jan 2021 - Dec 2021

Paid Amount by Setting 1,928.3

Financial and Utilization Dashboard (Pald Claims)

Utilization Breakdown

280					
240	50				
S S S S S S S S S S S S S S S S S S S					
180					Prior Period 1
S DIE			id		
08					
40					
		1			
Inpatent	Outpatient	Profes	Professional	Pharmacy	
DEUE TOTAL T	Paus Agrount 8	Scrieds	Paid Per Script	Parcent of Claims Paid	19.50
STELARA	\$138,438	15	\$12,591	10	10.0%
UNYSA	\$119,903	14	39,565		3.6%
HUMBRA(CP) PEW	\$108,076	30	989'88		1,197
OLAR	\$67,981	47	\$1,446		4.9%
CEMPIC	\$80,075	66	8910		4.3%
SKYRIZI PEN	\$65,270	8	\$9,212		4.0%
RULCITY	\$63.670	27	\$1,989	646	3,9%
WEGOVY	\$62,964	35	\$1,655	ľ	3.3%
RAFTON	\$46,388			101	3.5%
EXTON	\$47,000	*		01	3.4%
op Ten Sustolal	\$752,624	243	\$3,098	175	流流
Vi Other Drugs	\$634,772	7,649	\$83	46	46.7%
Cotto	26 107 006	7 865	\$176	100	100 000



CEBCO - WGS - UNION COUNTY Current Period: Jan 2023 - Dec 2023 Prior Period 1: Jan 2022 - Dec 2022 Prior Period 2: Jan 2021 - Dec 2021

Utilization by Setting - Paid View

According Members   According to the Part Amount PMPM Summery   According to the Control Part Amount PMPM Summery   According to the Control Part Amount PMPM Summery   According to the Control Part Amount PMPM   According to the Control Par	920 920 920 920 920 920 920 920 920 920	300 682 7012 Titred 56.00 62.59 56.16 -254 56.16 -254 56.16 -254 56.16 -275 56.16 -275 5	\$100 Commercial Borchmark \$1 Borchmark \$2 Borchmark \$25.00 E \$25.00 E \$150.10 E	Outside to   Out
MAPASALTATION   SAFES   SAFE	9200 Bell Delice 1   Prior Penn 1	200 200 200 200 200 200 200 200 200 200	7.75 2.72 3.12 7.75	Versince to Commercial Increditation (S. 11%) (1.1%
MPMSummary	### Prior Perior Period Perior Period Period Perior Period	7.100d 16.00d 16	736 317 775 775	106 % 87 87 87 8 8 8 8 8 8 8 8 8 8 8 8 8 8
PMPMScummery	\$0.00 (c)   10   10   10   10   10   10   10   1	Timed 16 16 16 16 16 16 16 16 16 16 16 16 16	738 0.10 0.15 7.75 7.75	Table 19 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
100   100	60,008 10,008 10,008 10,008 10,008 10,008 10,008 10,008 10,008 10,008	9		81.1% 106.6% 86.5% 75.0% 83.0% 4.9% 66.4%
1962   1963   1964   1965	99 000\$  \$5' 14.45  \$5' 14.55  \$5		\$33.07 \$33.07 \$100.10 \$77.75 \$110.10 \$10.00 \$10.00 \$10.00 \$10.00	81.1% 108.6% 88.5% 75.0% 33.0% 4.9% 10.5%
\$66.90   \$10.0   \$20	\$70.39 \$207.77 \$20.61 \$30.60 \$112.01 \$141.53 \$608.66		\$13.0.10 \$130.10 \$17.75 \$111.18 \$110.00	108.6% 96.5% 75.0% 33.0% 4.9% 10.5%
Part	\$270.72 \$276.11 \$45.50 \$112.01 \$447.53 \$500.66		\$130.10 \$127.75 \$117.75 \$118.10 \$156.65	98.5% 75.0% 33.0% 4.9% 10.5%
\$10.00   \$	\$578.11 \$5.50 \$102.01 \$102.02 \$102.02		\$22,725	75.0% 33.0% 4.9% 10.5%
85.0 (2.02) (4.05) (4.0	99-1008 16-18-5 107-18-5		\$17,75	33.0% 4.9% 10.5%
1995   1995	\$12.07		\$111,10 \$138.00 \$1.01.01	10.5%
1533   154	\$1475 \$508.60		6136.03	10.5%
95 5.73 98.064 95.775, 96.775,	\$509.66		B44.04.00	25.4%
1			D418/46	200.00
1				
95 LG (6.915)  1 967  1 10 10 10 10 10 10 10 10 10 10 10 10 10			177	
10   10   10   10   10   10   10   10		20		
\$1.70 \$0.00	188	416		
170 6:002 170 0:06 20 20:28	\$642,490	8305.686		
95.7 5.0 286.8 5.0	\$81.04	\$45.00	\$116.53	62.4%
588.9			608	1,8%
	206.9	198.67	269.3	-0.4%
Aprula Avanaga Langth of Stay 63.7 0.04 63.7	3.00	4,00	5.30	1.4%
Paid Amount per Andre Administran SS0,979 SR SS0,979	819,489	\$15,575	\$27,445	85.7%
Paid Amount per Andra Day Sel, 459 Sel, 460	\$6,490	52,394 48.2%	\$5,182	83.1%
Paid Set, 788, 504, 504, 504, 504, 504, 504, 504, 504	\$842,490	3935,886	The second second	000000
P345.50 \$212.60 \$212.60	\$81.04	545.00 162.3%	\$117.38	81.1%

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CEBCO · WGS · UNION COUNTY Current Period: Jan 2023 - Dec 2023 Prior Period 1: Jan 2022 - Dec 2022 Prior Period 2: Jan 2021 - Dec 2021

Inpatient Facility Utilization by Service Category

			Current Uttestion and Paid Amount	and Paid Amount					Paid Amount PMPM	H-PMPM		K
Inpatient Service Category	Admissions	Days	Average	Admissions per 1001	Drays per 2000	Paid Amount	Current	Prior Person 1	Prior Period 2	Trend	Commercial Benchmark	Variance to Commercial
Autgraff	9	88	217	8.6	78.7	\$1,120,128	\$123.40	\$41.53	\$97.8	221.5%	\$53.58	149,1%
Sections	12	36	7.92	17,2	135 B	\$595,017	10.018	\$17.23	\$21.58	311,5%	\$42.03	63.7%
Asternity	6	18	2.50	0.4	21.5	578,781	\$9.15	\$15.55	\$12.48	-41.2%	\$11.66	-21.6%
Mell Naw Born	101	17	1.70	143	53	\$14,586	\$1,74	\$2.27	\$2.63	-23.4%	\$0.96	101.3%
hentel Health Substance Abuse		9		F1	978	\$3,668	80.44	\$4.48	20.02	-90.2%	\$633	
onatétation	0	0	0.00	0.0	0.0	90	80.00	80.00	80,00	950'0	8008	
Reflect Nursing	8	0	00'0	0.0	0.0	200	80.00	\$0.00	80.00	60.0	\$0,75	-100.0%
Sher	0	0	0.00	0.0	0.0	-\$26,226	\$3.13	\$0.00	90,00	950.0	\$3.06	
risnown	ū	0	000	0.0	0.0	57	20.00	80.00	\$0,00	950'0	30.00	
otal		188		50.1	268,51	\$1,783,834	\$212.50	\$81,04	845.00	162.3%	\$117.38	81,1%
This value is not shown due to sexual rambiera.	bers.											

This value is not shown due to amadi numbers.
 NOTE: Enrefmaño are scalhel Correct Pasoching Period

after before allow obes to details and calculation of a manual statement and the fit side in a second statement of the side of

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CEBCO - WGS - UNION COUNTY Current Period: Jan 2023 - Dec 2023 Prior Period 1: Jan 2022 - Dec 2022 Prior Period 2: Jan 2021 - Dec 2021

Utilization by Setting - Paid View

Appendication   Appendicatio	Membership									
	Average Subscribers				329	320	303			
Unique Claimants   Unique Clai	Average Members				669	199	602		The second second second	
### 1556   1556		Unique Claimants	in Natwork	Out of Network	Current Period	Prior Period 1	Prior Period 2	research	Commercial Berchmark	Variance & Commercia Renchman
158   158	Outpatient Facility									THE STATE STATES
Facility (ER + Other Outpatient)   Spin of the control of the co	Emergency Room (ER)	\$06								
Facility (ER + Other Outpatient)   Sizion   Si	Visits		16)	0	158	146	107			
Section   Sect	PaldAmount		\$577,912	38	276,7761	3556,050	5,094,636			
\$26.00   \$20.00   \$17.20   \$25.00   \$17.20   \$25.00   \$17.20   \$25.00   \$17.20   \$25.00   \$17.20   \$25.00   \$17.20   \$25.00   \$17.20   \$25.00   \$17.20   \$25.00   \$17.20   \$25.00   \$17.20   \$25.00   \$17.20   \$25.00   \$17.20   \$25.00   \$17.20   \$25.00   \$17.20   \$25.00   \$17.20   \$25.00   \$17.20   \$25.00   \$	Paid Amount PMPM		365.87	30.06	200.07	\$70.39	\$38,16	42.2%	\$55.0H	
\$5,600   \$6	Parruel Vaits per 1000		226.0	0.0	228.0	221.0	172.1	22%	1987	
1,172   17   1,188   981   1,1000   1,0000   1	Paid Amount per Wait		\$3,658	35	\$3,668	\$3,822	\$2,660	43%	\$2,014	
Facility (ER + Other Outpositent)   States   S										
1,102   1,103   1,104   1,10	Other Outpetlent	102					1000			
Facility (ER + Other Outpatient)   \$1,516,600   \$1,000	Vess		1,172	10	1,168	1881	1,006			
Facility (ER + Other Outpatient)   S2/8.50   S3/8.50	Pass Amount		\$1,016,603	31,146	\$1,617,832	81,848,826	\$1,814,316			
Facility (ER + Other Outpatient)   1,500   1	Paid Amount PMPM		\$216.50	\$0.04	\$216.64	\$207.72	\$243,24	4.95	\$130.10	
Facility (ER + Other Outpatient)   201   1,339   36,150   51,500   51,600   4,009.   1,339	Armual Visits per 1000		1,876.1	243	1,700.4	1,500,0	1,621.7	13,4%	1,241.7	
1,100	Paid Amount, por Visit		\$1,558	286	\$1,529	299'15	\$1,400	40.0%	\$1,257	
1,204   17   1,547   1,137   1,116	Total Outpatient Facility (ER + Other Outpatient									
\$2,294,787   \$1,148   \$2,306,744   \$2,206,804   \$2,206,804   \$2,206,804   \$2,706	Visits		1,300	4	1,347	1,137	1,115			
\$205.34 \$206.51 \$228.11 \$286.40 2.776 1.006.3 1.770.10 1.780.0 1.006.3	Pald Amount		\$2,594,587	\$1.18	\$2,395,744	\$2,204,876	\$2,098,954		The second second	
1,783.6 1,783.6 1,783.6 1,783.6 1,783.6 1,583.	Paid Amount PWPM		\$26538	30.14	\$286.51	\$278.11	\$285.40	2.7%	\$169.12	
\$1,500 \$1,500 \$1,500 \$1,500 \$1,500	Annual Visits per 1000		1,602.0	24.9	1,908,3	1,721.0	1,783.8	11.979	1,438.5	
	Paid Amount per Visit		31,300		81,779	81,638		4000 P	\$1,361	

8 of 18

name the Parket Address Address

ppel Run Dale: 01/10/2024

### UNION COUNTY COMMISSIONERS JOURNAL 2024 March 13, 2024

CEBCO - WGS - UNION COUNTY Current Period : Jan 2023 - Dec 2023 Prior Period 1 : Jan 2022 - Dec 2022 Prior Period 2 : Jan 2021 - Dec 2021

Outpatient Facility Utilization by Service Category

Dutpstient Barvice Colegory Visits											
Durance Common	4	Sorvices	Vigils per 1800	Services per 1000	Palg	Current Period	Prior Period 1	Prior Period 2	Trend	Commercial Benchmark	Variance to Commercial
control	199	986	140.2	P. NO. P.	BH7/088	\$117.08	\$196,79	\$102.23	22.3%	\$50.63	20.4%
Emergency Room	158	2,028	226.0	2,901.7	\$577,912	558.87	870.39	\$39.16	-2,2%	10,052	108.6%
Redolgy	268	900	97096	678.3	\$158,682	\$16.53	\$16.71	\$12.45	-1.1%	\$11,33	
Lab & Pathology	46	482	65.6	6883	\$31,287	83.73	\$2,64	84.98	41.4%	\$4.94	
Pharmacy & Blood	包	200	28.6	299.0	\$15,203	\$1.81	\$1.68	\$1.19	7.6%	\$2.16	
FACIUTY OP - MH/SA	44	4	62.9	62.9	\$6,746	80.68	\$127	\$1.45	46.2%		
Musernity	8	13	11.4	10.61	51,872	\$0.22	\$0,11	\$0.07	111,0%	\$0.81	-72.3%
Unknown	0	0	D.C.	0.0	08	\$0.00	\$0.00	80.00	W0'0		
Other	Tor	1,348	1,011.1	1,929,21	\$642,633	\$75.59	\$80.69	\$120.06	-14.5%		
Total	1,347	5,516	1,928.3	7,680,5	\$2,385,744	\$285.51	\$278,11	\$281.40	2,7%	\$163.12	

CEBCO - WGS - UNION COUNTY
Current Period: Jan 2023 - Dec 2023
Prior Period 1: Jan 2022 - Dec 2022
Prior Period 2: Jan 2021 - Dec 2021

Utilization by Setting - Paid View

Membership									
Average Subscribers				339	200	306			
Average Monthers				1689	199	575			
	Unique Claimants	In Network	Out of Network	Current Period	Prior Period 1	Prior Period 2	Trend	Commercial	Variance to Commercial
Professional									
Primary Care	820	0.00		1000	STATE OF THE STATE				
Visits		2,328	-	2,306	2,162	2.03			
Annual Visits per 1000		5,330.7	6.8	3,339.3	3,302.7	3,431.6	1,1%	2,488.5	36.2%
Paid Amount per Visit		\$133	100		\$123	\$420	2.9%	8134	960
Services		5,248	43	5,287	4,855	4,423			
Pad Amount - Primary Care		\$316,250	3556	**	\$281,450	\$258,325			
Annual Services per 1000		7,483.7	2.73	0,188,7	7,348.5	7,116.7	K.6.2	5,324.1	40.1%
Paid Amount par Sarvice		858	331	850	\$59	\$50	1,1%	£3\$	18.4%
Paid Amount PMPM - Primary Care		\$38,86	80.06	\$36.92	\$35.50	\$34.36	4.0%	\$27.75	23.0%
Specially Care and Other	829								
Visits		5,488	22	990'9	6,279	4,800		The second second	
Amount Vieta per 1000		1,848,5	1,6,7	7,962.6	7,980.4	7,828.4	-0.3%	7,336.5	9.2%
Daid Amount per Visit		5178	8158	8176	\$168	\$140	6.4%	\$181	3.1%
Services		8.976	104	10,074	10,006	E98'6			
Pard Amount - Specially Care and Other		\$865,341	\$12,898	\$478,230	\$887,987	\$727,438			
Annual Sentose per 1000		14,258.1	148.7	14,408,9	6,281.5	15,851.5	-5.7%	15,007.4	4.0%
Paid Amount per Service		\$87	3124	205	898	574	10.4%	815	9.2%
Paid Amount PMPM - Specialty Cens and Other		SHEDA	E 18	\$116.58	\$112.01	297.62	4.1%	\$111.18	165.9
Total Professional	724				200				
VBIS.		7,834	90		7,461	6,099			
Annual Viets per 1000		11,174.8	1721	11,302.1	11,293.1	11,260.0	0.1%	9,644.9	治理 字
Paid Amount per Visit		\$183	1515	6163	\$157	3715	4,0%	\$160	3.8%
Services		15,218	151		14,951	14,276			
Pald Amount - Professional		81,274,593	\$13,439	1.8	81,169,438	6963,763			
Annual Services per 1000		24,761.9	215.9	21,967.8	22,630.2	52.9672	-2996	20,328.5	B-1%
Paid Amount per Service		884	\$10	198	\$78	5693	7.2%	\$82	
Paid Amount PMPM - Professional		\$1018	81.68	\$153.50	\$147.51	\$131.89	4.1%	\$136.93	10.5%
		Service Comments							
Total		A CONTRACTOR OF THE PARTY OF TH							
Paid Amount		85,453,128	10			22			
Neigh Amount PEPM		\$1,380.19		40	-	\$925.14	32.3%	2040.29	04.7%
Paid Amount PMPM		\$545.6\$	31,74	CS.1232	88,8038		28.6%		

CEBCO - WGS - UNION COUNTY Current Period: Jan 2023 - Dec 2023 Prior Period 1; Jan 2022 - Dec 2022 Prior Period 2; Jan 2021 - Dec 2021

# Professional Utilization by Service Category

Professional Service Catagory	Beryloss	Visits per 1000	Services per 1000	Paid Amount	Carrent	Period 1	Prior Period 2	Themd	Commercial Benchmark	Variance to Commercial
OfficeHome Wate	2,709	3,488.0	3,874.2	\$277,843	\$33.11	830.66	808.90	7.8%	\$24.11	27.4%
OP Surgery	622	0.664.91	8.688	\$174,872	\$20,82	\$16.51	\$18.95	28.0%	\$19.96	4,6%
Eneveries Services	1,842	1,048.3	2,348.2	\$149,644	\$17.83	\$16.00	\$19.48	4.4%	\$12.40	43.8%
Lab & Pathology	4,097	1,271.4	5,809.1	309,854	\$10.72	\$13,06	\$15.53	-17.9%	18.87	23,7%
Piplessonal Other	生を	1,162.7	2,142,3	347,584	510.44	S-11.9	\$9.11	44,076	\$12.17	416.2%
Medical	1,358	10 mm/s	1,942.1	\$83,103	\$8.96	\$12,80	\$5,96	-22.8%	\$9.97	ACO.
Therapeuticinjactions	234	6.54	231.7	\$75,112	\$8.88	\$6.08	\$5,62	46.0%	\$10.20	-12.2%
Padiology	981	828.6	1,360.0	367,278	\$6.63	\$6.56	86.29	20.00	\$9.50	-20.2%
IP Visits	268	0,680	384.7	355,248	38.58	24.00	\$2.08	36.4%	\$4.48	47.1%
Mental Health / Substance Abuse	38/	0,000,1	1,115.5	\$52,979	\$6.31	\$5.53	\$5,06	14,3%	\$7.00	-10.1%
IP Surpery	28	38.8	51.5	844,450	86.38	\$3.72	10.15	42.1%	大学を	75.0
Melemby	36	47.2	46.00	\$31,682	\$3.78	10.28	\$1.43	-24.6%	\$3.42	10.4%
Cater	1,15€	932.4	1,219.3	\$108,481	\$12.93	\$12.89	88.78	2.2%	\$12.32	4.0%
Total	15,361	11,382.1	21,987.8	\$1,288,025	\$163.58	\$147.51	\$131,80	4.1%	\$138.83	10.6%

CEBCO - WGS - UNION COUNTY Current Period: Jan 2023-Dec 2023

Utilization by Top 25 Facility Providers.

Current Period: Jan 2023-Dec 2023

Notibes may not represent the actual location where the service loss place the to selection pressus upon calent automisson. This may cause the holify to display on m

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Principle Name and Location	Chimane	Weller	Amount Amount	Amount	of Texal
Dayton Vario - SPRIVISHILD, OH			08		000
Otto Orthopedic Sargery Institute - Columbia, OH		0	878		0.08
Name Childeothe - The Plane, OH	ľ	4	-		2000
Varre Ceveland - Youngstwin, OH			150		0.000
Total Dutpatient Facility Out-of-Network	-	11	\$1.146		400.0%
Total Outpatient Facility	6400	1347	\$2.185.744	87.469	ı
Total Pacifix				l	1

State Species Striken Same 12 of 12

CEBCO - WGS - UNION COUNTY Current Period : Jan 2023 - Dec 2023 Prior Period 1 : Jan 2022 - Dec 2022 Prior Period 2 : Jan 2021 - Dec 2021

Emergency Room - Savings Opportunity Analysis

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	Current	Prior Period 1	Prior Period 2	Trend	Commercial	Variance to Commercial Benchmark
Total Avcadable ER Visis	199	19	R	9.2%		
Avaidable ER Visite per 1000 members	7.5	92.5	52.9	2.2%	986	\$C.8
Avoidable ER Vista Paid Amount PMPM	PZ 218	\$16.38	58.48	8.5%	\$11.66	52,3%
Average cost per Avoidable LR Mea	\$2,256	\$2,128	192'18	6.1%	\$1,580	42.8%
Loss offser cost: retallurgent visit	\$112	4128	4172			
Savings per visit re-directed	\$2,144	81388	\$1,579	名と		
Total Potential Straings Opportunity	894,1418	\$127,363	826,828	16.1%		
Percentage of Auchtable ER water to all sentutatory ER water	48.2%	52.6%	59.1%	-8.4%		
Totalentifical Stanforms Personalisation						
Contract develope apparenting	and or	to bear	20.00	100 00		
Converge if 5th of Avoidable ER visits reprecised	\$1,014	\$6,050	27,641	16,1%		
Savings if 10% of Avoidable ER visits redirected	\$14,148	\$12,188	\$5,600	<b>第1条</b>		
Savings if 15% of Avaidable ER visits redirected	\$21,220	\$18,278	\$6,524	6.1%		
Average Membership	B693	199	229	5		
Total of all ER visits	168	148	CO1	8.2%		
Total of all Ambulatory Lift visits (if a, did not result to an antheatur or involved surpein)	138	901	Cit	18.1%		
Physicable III costs	\$148,661	\$ 175,550	353,168	54.8%		
The state of the s						

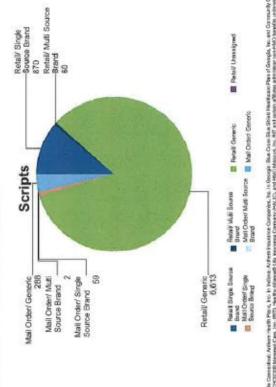
Top 5 ER Avoidable Diagnoses By Visita The top 5 diagnoses represents 31.8% of the avo CTHER JOINT DISCREDE

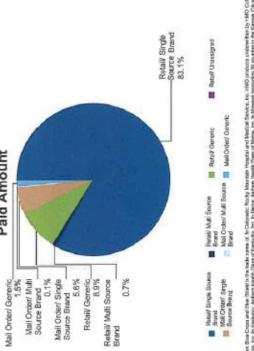
CEBCO - WGS - UNION COUNTY Current Period: Jan 2023 - Dec 2023



Prescription Days Supply by Drug Source

	Drag Source	Sempts	Unique	Days Supply	Commenced Percent Total Sensitivant Days Supply Percent Total Supply Supply Supply Supply	Senchmank Percent Total Days Supply	Supply Supply Per Script	Supply Per Supply Per Script	Palel	Perd Amount Per Days Supply	Berginark Peid Amount Per Days Supply
(SERV)	Single Source Brand	818	201	31,386	10.0%	10.376	湯	33	81,153,106	\$37	53
	Banarie	6,619	576	240,536	12,73		30	1.9	\$123,199	GS.	in .
	Mutt Source Brand	68	24	2,260	27.0	169'0	38	53	\$10,338	82	187
	Unaccigned		0	0	0.0%		0	72	80	80	-
	Restall Total	7,543	587		90.5%	W878	38	107	\$1,287,143	SS	
Vail Order	Bingle Source Brand	90	14	6,476	1.6%		76	08	\$79,258	\$17	100
	Generic	200	R	25,100	8.0%			1 85	\$20,004	S	4
	Will Source Snind			(94)	21.18		2	999	\$1,960	88	44
	Mail Order Total	349	4	29,755	8.5%	8.2%	58	H	\$100,452	13	
lotal	Single Source Brand	929	202		11.5%		TO TO	35	\$1,231,365	\$34	\$30
	Seneric Seneric	1,901	577				609		\$144,533	81	in
	Multi Source Brand	120	20	2,448	Saro I		99	100	\$11,090	805	51
	Unaccigned		0	Q.	DITA		9	24	05	80	4
Tetal		7,891	591	312,946	100.0%		40	42	\$1,387,596	54	•





Paid Amount

CEBCO - WGS - UNION COUNTY Current Period: Jan 2023 - Dec 2023 Prior Period: Jan 2022 - Dec 2022

Top Ten Therapeutic Drug Categories by Paid Amount with Utilization Fan Fans.

Fact Facts	
1. The top ten catogories represent 28.0% of total scripts	
3. The generic index for top ten catagories is 88.6%	
3. The generic index for all other therapeulo categories is 99	4
4. The generic index across all therapeutic catagories is \$5.1	

Therapeutic Category	Top 3 Drugs	Scripts	Unique Ctaimants	Claimants Per 1000	Paid	Paris Paris	Paid Amount putpm	Amount	Paid Per Generic Script	Paid Per Brand Soriot
DEFANDIDICIONALS	STELANA	1		28	\$138,486	\$12,591	\$16.51	113.7%	SO	\$12,581
	SKYRIZIPEN	w		1.0	\$56,270	\$9,212	\$6.59	-27.5%	So	\$9,212
	OURIXENT PEN	25	•	6.3	\$46,053	\$1,877	\$6.37	82.2%	30	\$1,877
ANTIOMRETICS	OZEMPIC	20	13	18.5	\$50,075	2010	\$7.16	502.7%	50	2310
	TRULICITY	124	7	10.0	\$53,670	\$1,960	88.40	10.0%	90	\$1,990
	FUNNEDS	57		5.7	\$22,490	\$1,907	\$2.73	135.4%	30	\$1,907
ANTINEOPLASTICS AND ADJUNCTIVE THERAPIES	TURKER	tr.		1.4	\$119,003	\$5,555	\$14,29	500	35	\$2,585
	BRAFTON		ľ	1.4	546,380		\$5.77	9000		ľ
	WENTON			44	\$47,002		\$5.60	800		r.
ANNUGESTICS - ANTI-INFLANMATION?	HUNIRALCE) PEN	35		86	\$100,074	\$3,636	\$13.00	59.3%	3	\$3,636
	OTEZIA			1.4	52,487		\$0.30	500		ľ
	HEVZARA			1.4	\$2.21		\$0.26	900		ľ
ANTIASTHMATICAND BRONCHODILATOR AGENTS:	SOLAIR	4		1.4	\$67,981	\$1,448	\$8.10	706.9%	\$0	\$1,440
	NUCALA			1.4	\$7,720		20.03	-54.B%		
	TRELEGY ELLIPTA			2.0	58,584	•	\$0.78	43.3%		•
ADHDIANTI-MARCOLEPSY/ANTI-OBESITY/ANOREXIANTS	WEGGAY	22	01.	143	\$52,984	\$1,855	\$6.31	800	06	\$1,655
	VYVANSE	31	9	6.6	\$9,668	\$118	51.17	16.5%	80	8318
	SAXENDA	0		4.3	\$8,737	\$1,082	\$1.16	4515%	8	\$1,062
ANTICONVILBANTS	EPIDIOLEX	77		1.4	644,714	\$3,154		9.4%	80	\$3,194
	LTM NEED	2		1.4	836,334	\$3,183	76,96	212,6%	Ge.	53,195
	TOPIGMENTE	7	9	99	54,650	9116	50.55		STUS	OR.
ANTICOAGULANTS	Eugus	秀	O.	12.9	\$27,395	\$1,086	\$3.26	\$5.00 \$1.00	0\$	\$1,038
	SOMELTO			2.0	\$11,081	\$1,365	\$1.32	-25.2%	80	\$1,365
	PRADAXA			1.4	\$3,056		90.36	567.5%		•
ANTIVISALB	ISENTRESS HD			14	550,018		\$2.38	V8.0-		
	PAKLOND			2.0	\$2,591		\$0.31	0.0%		•
	EMTRICITABINE-TENDFOVR DIBDP			43	51,813	•	30.22	20,01-		
MICHANE PRODUCTS	UBBELVY	ar.	•	2.0	\$19,063	\$1,193	\$2.27	423.4%	\$0	\$1,193
	EMGALITY PEN	91		1.4	M 366	\$436	\$0.52	251.8%	05	200
	MURTEC DDT			1.6	1888		80.11	90.06		
Sub Total		2,054	338	483.4	\$1,174,868	\$572	\$140.02		\$32	52,024
All Other		809'9			\$212,727	\$36	\$28.38	14.8%	\$18	
72		2,892	591	8452	81,387,598	\$170	\$165,37	59.1%	\$2.5	\$1,254

Total Second Society Sees 12 of 12

speliffur Date (31/1925)

CEBCO - WGS - UNION COUNTY Current Incurred Period: Oct 2022 - Sep 2023 Paid through: Dec 2023 Prior Incurred Period: Oct 2021 - Sep 2022 Paid through: Dec 2023

Lifestyle Conditions By Paid Amount

Copposition to Except Low Back represents the primary Likeshie habited Condition by paid enrount and is 3.8% of the total pold dailins.

Literal & Concention Fac Consentrates Recept Lew Bases Flow Bases Predience Streen Market placement and Streen Market Streen W. Carlebeld Secretarial Concentration Theories Market, Type 2.	Paid Amount	Unique	Paid													
Colones-Profile Riccept Low Bards Low Back Profilems Streen/Armin (Depression Streen/Armin (Depression Streen/Armin (Depression Streen/Armin (Depression Streen LossBacksunParceast Live Statistica Malitica, Type 2 Fast Fallitre Statistica Malitica, Type 2		Claimants	Amount Pre Claimant	Pald Amount PMRPM	Prevalence Per 1000	Prevalence Trend	Paid Ambout Per Claimont	Amount	Prevalence Per 1908	Prevalence Trend	VilendO	Physical Physical Activity	ozosdo! sell	tionicals somiledes reti	Practice Practice Excessive Sun	amsadag
Low Back Problems Streen/Armin (Chesanan) Streen/Armin (Chesanan) Streen/Armin (Chesanan) Streen Armin (Chesanan)	R14'UZS	N	36,300	\$24.31	26.0	800	\$18.573	\$10.34	38.9	2.6%	0	a	-	ı	-	
Strees/Arriely/Depression Security Transmitted Diseases (indiading HM) Transmitted Diseases (indiading HM) Transmitted Diseases (indiading HM) Transmitted Diseases (indiading HM) Transmitted Diseases Transmitted Diseases	\$93,548	9	\$1,834	\$11.29	73.8	-20.3%	\$5784	\$257	0.83	0.4%	0	a	T	r	-	
Security Transmitted Diseases (molading HM) Carrons - Castladdise/Purcread/Leis Nathra Meltica, Type 2 Head Failure Total General	\$66,077	80	8666	37.EB	139.8	6.0%	\$1,033	\$873	107.3	1.9%	-	-		-	H	
Carron - Castbaddan/Pureseat/Leir Nathris Meltin, Type 2 reset Faiture 2 ud Genase	355,448			\$6.81	4.3	46.2%	\$741	\$0.30	4,8	-2.0%			T		-	
National Mellina, Type 2 resort Failure Nati Obessee	\$53,026		2	86.40	3	428	\$25,265	25	0.8	28.8	-		-	-		
Habritan Fallura Oral Oseanse	\$36,772	38	Sero	\$4.44	58.3	10.8%	2685	\$2.36	49.6	4.7%	a	0	T	0	۵	
Oral Disease	\$31.67			\$3.82	27	628	\$7,381	\$2.50	4.2	7.3%	٥	0	9		a	
	\$30.323		-	\$3.66	7.3	134.4%	1632	\$0.26	5.8	869			0	0	0	
Balbladder Disease	\$30,200			\$3.68	in	25.0%	\$8,104	\$334	8.4	4.2%	Ω		Г	T	a	
-type:terrston	145,741	찚	8408	\$3.36	96.8	-7.6%	8228	\$1.70	93.6	545.0	a	0	a	0	٥	
Peripheral Westular Disorders	\$25,218			33.16	23	37.5%	\$3,530	\$1.19	4.5	-21.8%	۵	a	0		-	
Pain and Coping	\$22,497	22	\$1,023	27.72	31.5	3.1%	1985	\$2.51	36.2	1.8%				-		
Substance AbuserDrug Addiction	\$18,945			87.78	4.3	43,7%	\$1,176	\$1.16	77	-1.0%				Ω		
Digestive Symptoms	\$15,801	N	9696	\$1,50	36.2	1,9%	8893	\$1.50	22.1	1.0%					0	
Seep Apres	\$14,258	88	\$296	\$1.72	32.0	23%	\$742	\$208	33.6	7,8%	a					
Rend Stones	812,821	18	\$1,282	\$1.51	R.O.	56.3%	\$2,621	\$1.00	9.1	1.4%	0	٥	0		-	
COPD and Brouchile	\$12.211	789	82,500	\$1.47	8.1	12.5%	\$1,356	\$050	4.9	2.5%			o			
Albertion Defedi Decorber	\$5,031	33	\$217	\$0.87	8758	11.9%	1863	\$087	28.0	10.1%		-			_	
Mahulition	\$7,767	28	\$388	\$0.94	29.0	4,2%	\$238	\$0.48	24.5	4.2%			-	٥	0	
Carcar - Skin	\$7,69B	25	\$428	\$0.83	26	49.6%	\$1,057	\$162	18.3	0.2%						0
M Other Utestyle Conditions	\$22,342	72	9025	\$2.70	113.0	4.2%	-	\$20.02				D = Dispet Association	Associa	tion	I = Indirect Ass	T Ago
Total of All Lihestyle Conditions	\$795,600	316	\$2,434	\$36.04	462.1	-6.8%		\$70.85					ŀ			
Total of All Non-Litestyle Conditions	14,585,127															
Total	\$5,550,735	200														

Lifestyle Behaviors	Direct Associated Expense	Indirect Associated Expense	Total Associated Expense
Overweight/Obesity	6483.542	\$125,966	857.538
Lack of Physical Activity	\$438,806	\$96,604	\$535,210
Tobacco Use	\$152,852	\$350,174	\$480,036
<b>Sincas/Amelary/Depression</b>	\$158,146	5285,280	245,388
Alsohol/Substanse Use	\$124,691	\$141,583	\$256,484
Poor Nutration Practice	\$180,979	\$46,786	\$237,746
Unsale Sexual Behavior	\$89,544	8	899,344
Excasive Sun Exposure	\$7,596	05	87,898

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Lifestyle Behaviors

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of Morreston should not death and without prior witter consent and chould only be used to sovice hauth case sillination

#### UNION COUNTY COMMISSIONERS JOURNAL 2024 March 13, 2024

\* \* \*

\*Commissioner Robinson recessed the meeting at 9:19 a.m.

\*Eric Phillips arrived at the meeting at this time.

\*Commissioner Robinson reconvened the meeting at 9:30 a.m.

\* \* \*

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#### UNION COUNTY COMMISSIONERS JOURNAL 2024 March 13, 2024

<u>Bid Opening – Supply, Delivery and Installation of Precast Concrete Box Beams and Supplying, Delivering and Installing Precast Concrete Box Beams and Supplying and Delivering Precast Concrete Box Culverts – Engineer</u>

The following bids were received at 9:30 a.m. and opened and read aloud immediately after. Jeff Stauch, Engineer; Josh Holtschulte, Project Engineer; Jessica Cain, Office Administrator/Engineer's Office; Jeffrey Eichler, Crawford, Construction; David Ehlers, Proflex Construction; and Nate Alle, Proflex Construction were in attendance for the bid opening.

 The Crawford Construction Company 782 Charles Street Galion, OH 44833

#### **PROPOSAL**

I/we propose to supply, deliver and install box beams and/or supply and deliver box culverts and/or supply and deliver circular pipe as specified on the following pages for:

1.	10 beams – B21-36 x 50' 0" (single span) 15 Degree Right Forward Skew CR 129E-3.238 (Wolford-Maskill Road)	- Amount of	\$ 146,600,00
		Unit Price of	\$/4,660,00 /EA
2.	60 linear feet of 14' x 5' 4 sided box culvert No Skew		
	TR 130-0.980 (Amrine-Wood Road)	- Amount of	\$ 76,552.00
		Unit Price of	\$ 1,2.75.8 GEA
3.	63 linear feet of 12' x 8' 4 sided box culvert Skewed End Sections		
	CR 67C-3.092 (Streng Road)	<ul> <li>Amount of</li> </ul>	\$ 88,600.00
		Unit Price of	\$ 1406.35 /EA
4.	48 linear feet of 10' x 4' 4 sided box culvert No Skew		
	TR 218B-1.461 (Patrick-Brush Run Road)	- Amount of	\$ 47,600,00
		Unit Price of	\$ 895.83 /EA
5.	48 linear feet of 8' x 5' 4 sided box culvert		
	No Skew TR 141-0.610 (Cradler-Turner Road)	- Amount of	\$ 43,000.00
		Unit Price of	\$ 895 83 /FA

TOTAL AMOUNT OF \$ 402, 352.00

\* \* \*

2) Proflex Construction and Supplies, LLC 308 Albein Avenue Cincinnati, OH 45246

#### PROPOSAL

I/we propose to supply, deliver and install box beams and/or supply and deliver box culverts and/or supply and deliver circular pipe as specified on the following pages for:

10 beams - B21-36 x 50' 0" (single span) 15 Degree Right Forward Skew CR 129E-3.238 (Wolford-Maskill Road)

- Amount of \$ 180,374

Unit Price of \$\_18,037/EA

60 linear feet of 14' x 5' 4 sided box culvert 2. No Skew

TR 130-0.980 (Amrine-Wood Road)

- Amount of \$ 92,900

Unit Price of \$\_1,548\_/EA

63 linear feet of 12' x 8' 4 sided box culvert 3. Skewed End Sections CR 67C-3.092 (Streng Road)

-Amount of \$ 97,124

Unit Price of \$ 1,542 /EA

48 linear feet of 10' x 4' 4 sided box culvert 4.

No Skew

TR 218B-1.461 (Patrick-Brush Run Road)

- Amount of \$ 56,529

Unit Price of \$ 1,178 /EA

48 linear feet of 8' x 5' 4 sided box culvert 5.

No Skew

TR 141-0.610 (Cradler-Turner Road)

- Amount of \$ 47, 90 & Unit Price of \$ 998 /EA

TOTAL AMOUNT OF \$ 474, 835

\* \* \*

Alan Stone Co., Inc.
 5519 Suite A State Route 339
 Vincent, OH 45784

#### PROPOSAL

I/we propose to supply, deliver and install box beams and/or supply and de and/or supply and deliver circular pipe as specified on the following pages 1

10 beams – B21-36 x 50' 0" (single span)
 15 Degree Right Forward Skew
 CR 129E-3.238 (Wolford-Maskill Road) – Amount of

Unit Price of \$15200.07EA

\$ 152 000.00

 60 linear feet of 14' x 5' 4 sided box culvert No Skew

TR 130-0.980 (Amrine-Wood Road)

- Amount of \$ 72 000.00

Unit Price of \$ 1200.00 /EA

 63 linear feet of 12' x 8' 4 sided box culvert Skewed End Sections

CR 67C-3.092 (Streng Road)

- Amount of \$ 85 050.00

Unit Price of \$ 1350.00 /EA

4. 48 linear feet of 10' x 4' 4 sided box culvert

No Skew

TR 218B-1.461 (Patrick-Brush Run Road)

- Amount of \$ 44160.00

Unit Price of \$ 975.00 /EA

48 linear feet of 8' x 5' 4 sided box culvert

No Skew

TR 141-0.610 (Cradler-Turner Road)

Amount of

\$ 35040.00

Unit Price of \$ 735.00 /EA

\* \* \*

Mack Industries, Inc.
 201 Columbia Road
 Valley City, OH 44280

#### PROPOSAL.

I/we propose to supply, deliver and install box beams and/or supply and deliver box culverts and/or supply and deliver circular pipe as specified on the following pages for:

1.	10 beams – B21-36 x 50 0 (single span) 15 Degree Right Forward Skew CR 129E-3.238 (Wolford-Maskill Road)	– Amount of \$
	•	Unit Price of \$/EA
2.	60 linear feet of 14' x 5' 4 sided box culvert No Skew TR 130-0.980 (Amrine-Wood Road)	-Amount of \$ 58,320.00
		Unit Price of \$ 972. 4 PER Foot
3.	63 linear feet of 12' x 8' 4 sided box culvert Skewed End Sections CR 67C-3.092 (Streng Road)	- Amount of \$ 60,606. <sup>∞2</sup>
		Unit Price of \$962.00 JEA PER
4.	48 linear feet of 10' x 4' 4 sided box culvert No Skew	
	TR 218B-1.461 (Patrick-Brush Run Road)	- Amount of \$ 32,208,00
		Unit Price of \$ 671. PER PER
5.	48 linear feet of 8' x 5' 4 sided box culvert No Skew	- 1027
	TR 141-0.610 (Cradler-Turner Road)	-Amount of \$ 26,015. <sup>∞</sup>
		Unit Price of \$ 542. □ FAT PER

TOTAL AMOUNT OF \$ 177, 150.20

<sup>\*</sup>No decision at this time.

#### UNION COUNTY COMMISSIONERS JOURNAL 2024 March 13, 2024

\* \* \*

\*Ms. Cain, Mr. Holtschulte, Mr. Ehlers, Mr. Alle, and Mr. Eichler left the meeting at this time.

\* \* \*

#### **RESOLUTION NO. 24-140:**

# Executive Session, Pursuant to O.R.C. Section 121.22(G)(3) – Conferences with an Attorney for the Public Body Concerning Disputes Involving the Public Body That Are the Subject of Pending Court Action

The County Commissioners entered into executive session at 9:41 a.m. for the purpose of conferring with an attorney for the public body concerning disputes involving the public body that are the subject of pending court action, pursuant to O.R.C. 121.22(G)(3). In attendance were: William Narducci, County Administrator; Letitia Rayl, Assistant County Administrator/Budget Officer; Eric Phillips, Director/Economic and Development; Jeff Stauch, Engineer; and Sara Early, Clerk to the Board. Attorney Justin Markey was in remote attendance. The session ended at 10:12 a.m.

\*No action was taken at this time.

A motion was made by Steve Robinson and seconded by David A. Lawrence to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea David A. Lawrence, Yea

\* \* \*

(This portion of the page intentionally left blank.)

#### UNION COUNTY COMMISSIONERS JOURNAL 2024 March 13, 2024

\*Received the following letter and documents from Sheriff Patton:



Accountability Integrity Dedication

Union County Board of County Commissioners C/O: Sara Early, Clerk to the Board 233 W. Sixth St. Marysville, OH 43040

March 6, 2024

Dear Union County Board of County Commissioners,

The 9-1-1 System in Union County is operated and managed by the Union County Sheriff's Office. Ohio Revised Code Chapter 128 mandated the creation of a 9-1-1 Program Review Committee in each Ohio County in October 2023. A Union County 9-1-1 Program Review Committee was established by a Union County Commissioner resolution on February 14, 2023. Pursuant to the requirements in Ohio Revised Code Chapter §128.07 (B), the Union County 9-1-1 Program Review Committee is providing the attached copy of the Union County 9-1-1 Final Plan that was approved by the Union County 911 Program Review Committee on February 16, 2024. As the legislative authority for your political subdivision, "within sixty days after receipt of the final plan and pursuant to division (B)(1) of section 128.07 of the Ohio Revised Code, shall act by resolution to approve or disapprove the plan. Each such authority immediately shall notify the board of county commissioners in writing of its approval or disapproval of the final plan. Failure by a board or legislative authority to notify the board of county commissioners of approval or disapproval within such sixty-day period shall be deemed disapproval by the board or authority."

Please review the attached documents and if you have questions regarding the contents, please-contact me or Pam Millhoan, our Communications Director and 9-1-1 Coordinator by phone at 937-645-4127 or by email at <a href="mailthoan@unioncountyohio.gov">pmillhoan@unioncountyohio.gov</a>. Your cooperation in this process is greatly appreciated?

Respectfully

Malcum J. Patton Union County Sheriff

Enclosure:

Union County 9-1-1 Final Plan

DEGETVED MAR 1 1 2024 By Value Early

221 WEST FIFTH STREET . MARYSVILLE, OHIO 43040

Emergency 9-1-1 • Non Emergency (937) 645-4100 • Sheriff and Administration (937) 645-4102 Fax (937) 645-4170 Investigations (937) 645-4101 • Court Services (937) 645-4103 Fax (937) 645-4171 • Toli Free 800-258-8278 In County Use Only

#### UNION COUNTY COMMISSIONERS JOURNAL 2024 March 13, 2024

#### List of Boards or Legislative Authorities

Union County

Allen Township

Claibourne Township

Darby Township

Dover Township

Jackson Township

Jerome Township

Leesburg Township

Liberty Township

Millcreek Township

Paris Township

Taylor Township

Union Township

Washington Township

York Township

City of Marysville

Village of Richwood

Village of Plain City

Village of Milford Center

Village of Magnetic Springs

Village of Unionville Center

City of Dublin

Board of Park Commissioners of the Columbus and Franklin County Metropolitan Park

District Metro Parks

1069 W. Main Street, Westerville, Ohio 43081-1181

County Final Plan for Counties following: ORC §128.06 (C)(1)



County:	UNION	
County.		

Date: 2/16/2024

Please enter Name, Title, and Agency Represented for each of the three (3) voting members of your County 9-1-1 Program Review Committee below:

### . Union County Commissioner David A. Lawrence

Board of County Commissioners Member or Designee, Chairperson

- b. Pick one of the following three based on your county's setup:
  - Board of Township Trustee of the township responsible for operating the public safety answering point
  - Chief executive officer of the municipal corporation operating the public safety answering point
  - Union County Sheriff Malcum J. Patton

Elected official of a subdivision or regional council of governments, not of a township or municipal corporation, responsible for the operation of the public safety answering point

# c. City of Marysville Law Director - Tim. M. Aslaner

Elected official of the most populous township or municipal corporation in the county that does not operate the public safety answering point. When determining population under this division, the population residing outside the county shall be excluded.

§128.07(A)(1): Which telephone companies serving customers in the county and, as authorized in division (A) of section 128.03 of the Revised Code, in an adjacent county will participate in the 9-1-1 system?

Brightspeed (FKA CenturyLink), Frontier North, Verizon, AT&T, T-Mobile, Spectrum

#### UNION COUNTY COMMISSIONERS JOURNAL 2024 March 13, 2024



### County Final Plan for Counties following:

ORC §128.06 (C)(1)

9-1-1 Program Office

§128.07(A)(2): V service be provide	Within the territories listed led? (check all that apply	d above, will Enhanced 9-1-	1 or NG9-1-1
	Enhanced 9-1-1	<b>✓</b> NG9-1-1	
§128.07(A)(2): \	What subdivisions will be	served by the PSAP? [Poli	ice, Fire, EMS, etc.]
PSAP Name: Subdivision(s) se	Union County Sheriff's Offi erved:	ice	
Villages of Richwo Village of Plain Ci All Union County	ood, Magnetic Springs, Milli ty: Police (Fire and EMS dis Townships: Allen, Claibourn	1 call police dispatching handle ford Center, and Unionville Cer spatching handled by the Madi ne, Paris, Jerome, Millcreek, U son. (Police, Fire, and EMS)	nter: Police, Fire, EMS ison County Sheriff's Office)
emergency serv	ce provider, relaying a m	ing to respond to calls by di nessage to the appropriate e appropriate emergency ser	emergency service
PSAP Name	Union County Sheriff's Off	fice	
V	Directly dispatching	Relaying message	Transferring call
identified by the	final plan and what meth	rvice providers connect to the nods will be utilized by the o messaging media, and calle	riginating service provider to
Methods: IP, voice	e, and text via IP		

#### UNION COUNTY COMMISSIONERS JOURNAL 2024 March 13, 2024



#### County Final Plan for Counties following:

ORC §128.06 (C)(1)

9-1-1 Program Office

§128.07(A)(7): Will the cost of establishing, equipping, furnishing, operating, or maintaining the PSAP be allocated among the subdivisions served by the PSAP and, if any such cost is to be allocated, what is the formula for allocating it?

PSAP Name: Union County Sheriff's Office

No costs are allocated to subdivisions in Union County for 9-1-1 services.

§128.08(A)(8): Provide information on how each emergency service provider will respond to a misdirected call or the provision of a caller location that is either misrepresentative of the actual location or does not meet the requirements of the FCC or other accepted national standards as they exist on the date of the call origination.

PSAP Name: Union County Sheriff's Office

Union County dispatchers report such misroutes to the 9-1-1 Coordinator, who (1) researches the misroute and (2) determines the responsible telephone provider, (3) contacting the telephone provider to report the occurrence, and (4) inquire what actions are taken to resolve the misroute.

§128.021: Adoption of rules establishing technical and operational standards for PSAPs. Check the answer next to each question (2) for your PSAP:

PSAP Name: Union County Sheriff's Office

Does the PSAP currently meet the PSAP rules: Yes ✓ No ☐

If no, will the PSAP have to comply in 2 years: Yes ✓ No ☐ N/A ☐

County Final Plan for Counties following:

ORC §128.06 (A)

Department of Administrative Services

9-1-1 Program Office

Additional Local Requirements and/or Comments(cont.):

Union County Sheriff's Office 9-1-1 Communications Division staff meet the minimum training standards required by ORC 128 and recommended through OAC 5507. In addition the following mandatory training is required: Skywarn Weather Spotter and CIT training. For supervisors or trainers in the communications division: APCO Communications Supervisor, First-Line Supervision, APCO Communications Training Officer, STEP, and/or PELC. All communications division member are required to comply with all agency policies and procedures, which are managed through the Lexipol Policy System.

County Final Plan for Counties following:

ORC §128.06 (C)(1)

Department of Administrative Services

9-1-1 Program Office

9-1-1 Planning Committee Approval Acknowledgment

1.	Union County Commissioner David A. Lawrence
	Board of County Commissioners Mediber or Designee, Chairperson
	Signature: Den ad Date: 2-16-24
2.	Union County Sheriff Malcum J. Patton
	One from the following: (1) Board of Township Trustee of the township responsible for operating
	the PSAP, (2) Chief Executive Officer of the municipal corporation operating the PSAP, or (3)
	Elected Official of a subdivision of regional council of governments, not of a township or
	municipal corporation, responsible for the operation of the PSAP.
	Signature: Mot man Date: 216/2024
3.	City of Marysville Law Director Tim M. Aslaner
	Elected official of the most populous township or municipal corporation in the county that does
	not operate the PSAP.  Signature: In 2 Classical Date: 2/16/24

If at anytime you acquire or stand up another PSAP in your County, you would need to being to follow section ORC §128.06(A) and start using the template for ORC §128.06(A)

\* \* \*

<sup>\*</sup>Commissioner Steve Robinson adjourned the meeting at 10:12 a.m.

#### **UNION COUNTY COMMISSIONERS JOURNAL 2024** March 13, 2024

The preceding minutes were read and approved March 20, 2024.

Digitally signed by Steve Robinson DN: cn=Steve Robinson, o=Union County, ou=Commissioner, email=searly@unioncountyohio.go v, c=US Date: 2024.04.19 10:39:07 -04'00' Adobe Acrobat version: 2020.005.30574

Steve Robinson Commissioner

Digitally signed by David A, Lawrence DN: cn=David A, Lawrence, o=Commissioners, ou=Commissioner, email=searly@unioncountyohio.gov, c=US
Daite: 2024.04.19 10:38:31 -04'00' Adobe Acroba version: 2020.005.30574

David A. Lawrence Commissioner

Digitally signed by David Burke
DN: cn=David Burke, o=Union
County, ou=Commissioner,
email=seart/@unioncountyohio.gov
, c=US
Date: 2024.04.19 10:37:49 -04'00'
Adobe Acrobat version:
2020.005.30574

Dave Burke Commissioner

Digitally signed by Sara Early
DN: cn=Sara Early, o=Union County
Commissioners, ou=Clerk,
email=searly@unioncountyohio.gov,
c=US
Date: 2024.04.19 10:37:02 -04'00'
Adobe Acrobat version: 2020.005.30574 Sara Early

Sara Early, Clerk to the Board

The Union County Commissioners met in regular session this 20<sup>th</sup> day of March, 2024, with the following members present:

Steve Robinson, President
David A. Lawrence, Vice President
Dave Burke, Commissioner
William Narducci, County Administrator
Letitia Rayl, Assistant County Administrator/Budget Officer
Sara Early, Clerk to the Board

\* \* \*

\*Commissioner Robinson called the meeting to order at 8:30 a.m.

\* \* \*

\*Thayne Gray, Assistant Prosecuting Attorney; Brad Gilbert, Director/EMA; Kathy Brown, Deputy Director/EMA; Jody King, Resident; Charles Warner, Resident; Eric Phillips, Director/Economic Development; and Mike Williamson, Marysville Journal Tribune, were in attendance.

\* \* \*

Old Business: None.

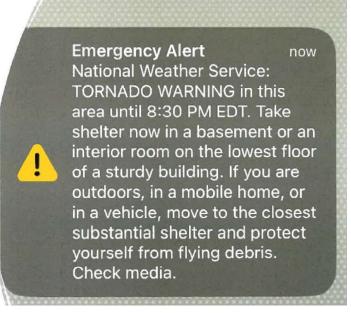
\* \* \*

\*Emergency Management Agency Update on March 14, 2024 Union County Tornado – In attendance were Brad Gilbert, Director; and Kathy Brown, Deputy Director:

Mr. Gilbert made the following PowerPoint presentation:

Thursday March 14, 2024 severe weather affected Union County in the late evening hours.

- A Tornado Warning was issued at 7:51 p.m. till 8:30 p.m.
- A Tornado Warning was issued at 8:24 p.m. till 9:00 p.m.
- A Severe Thunderstorm Warning was issued at 10:00 p.m. till 10:45 p.m









- Residential 64 homes with damage
  - 13 Major Damage
- Barns 15 minimum
- Other trailers, vehicles, sheds
- Cemetery tombstones
- Trees lots of tress
- Utility Poles Power Lines

## **Timeline**

- Thursday evening –Director Gilbert responded to the area
  - Met with Northwestern Chief Merrick assessed area.
    - · No injures, no death, no unaccounted for.
    - · Area was dark, unsafe to do full damage assessment till daybreak
  - EMA Chief of Operations and EMA volumeters provided traffic control for 2 hours till County Engineer closed roads for night.
- Gilbert reported to Logan Co. EOC at 11:45 p.m. and was assigned to the Command Post as liaison to the Logan Co. EOC till 3:00 a.m. Friday
- Multiple Union County FD departments & UCSO responded to Logan County
- Union Co. 911 took rollover calls from Logan Co. 911 Center

# **Timeline**

- Friday
  - 7:30 a.m. Director Gilbert, Deputy Director Roush, Chief of Ops Jostes and EMA volunteer returned to area to do initial damage assessment of the area.
  - National Weather Service arrived to do assessment of area at 4:30 p.m. Director Gilbert and Dep Dir Roush escorted them.
  - · Initial cleanup of area began
    - Taylor Township provided 2 large dumpsters for use by residents.
  - Deputy Director Brown reported to Logan County EOC (worked 7:30 a.m. Friday to 4:03 a.m. Sat)
  - Multiple Union County FD departments returned to Logan County



# **Timeline**

- Saturday
- Some power lines remained down in the affected area including Broadway. Power restoration continued.
- Dir. Gilbert returned to the area to do additional damage assessment and identify any other needs.
- The Union County Red Cross responded to the area to meet with residents to see if they needed further assistance.
- Taylor Township has a brush collection point at the Broadway ballfields in addition to the two large dumpsters for debris.
- Multiple volunteers were working in the area to assist with cleanup.
- Deputy Director Roush reported to Logan County EOC (worked 7:30 a.m. to midnight)



# **Timeline**

- Sunday
- Most power restored
- Dir. Gilbert returned to the area to do follow up and check on cleanup activities
  - Multiple volunteers were working in the area to assist with cleanup.
- Deputy Director Roush and Chief of Operations Jostes reported to Logan County EOC (worked 7:30 a.m. to 11:00 p.m.)
- Governor issues "State of Emergency and Disaster" for 11 counties to include Union
  - Opens up opportunity for State Resources and assistance if needed.
  - More information to come if any financial (loans/grants) will be available



REAS, on March 14, 2024, a severe weather system swept throug unces of formadic activity, severe thunderstorms, and hall. Thesties and injuries. Additionally, this storm system left behind if communities and structures; and

REAS, the impact of these events is affecting the life, health, sa f Ohio, particularly in Auglaize, Crawford, Darke, Delaware, r, Miami, Richland, and Union counties, where the National id in Cleveland has confirmed tornado touchdowns; and



# Timeline

#### Monday

- Further Damage assessment done by Dir. Gilbert between Rt 4 and Delaware Co. Line. Information shared with NWS and confirmed tornado was on active during entire duration in Union County West to East...
- Dep. Dir. Roush began documentation clean up for Ohio EMA for possible recovery funds.
- Deputy Director Brown reported to Logan County EOC (worked 8:00 a.m. to 8:00 p.m.)

# **Timeline**

- Tuesday
  - · Documentation day
  - · Misc. activities
  - Deployed UCEMA's 500 KW genitor to Logan



# **Timeline**

- Wednesday
  - · Commissioners Brief
  - · Statewide siren test 9:50 a.m.
  - Gilbert asked to assist Logan Co. with recovery survey operations in field had to decline due to focusing on Union Co efforts at this time.

# Timeline

- Throughout
  - · EMA Office received calls from many
    - · How can we assist Union County
    - · How can we assist Logan
    - · I have "people" in Logan who need help can you help?
  - Media requests

# What is Next

- Continue to visit the effected area and identify and gaps
- We have asked anyone uninsured to contact us in case funding does become available
  - . Stay in contact with Ohio EMA
- · Begin After Action Report lessons learned
- Education for how to receive warnings always confusion on sirens
  - This week is Spring Severe Weather Awareness Week. Statewide Tornado drill at 9:50.





































After Action – Lessons Learned

UCEMA Staff Debrief this afternoon

Debrief with partners in 2 weeks



- Jody King stated that she got a Nixle from Logan County about the tornado warning, but received nothing from Union County until after the tornado had moved through.
- Mr. Gilbert stated that he can check the settings on her phone.
- Commissioner Lawrence asked if EMA has drones.
- Mr. Gilbert stated that they do not, but the sheriff's office does. He also stated that he does not know the rules of flying over property.
- Ms. Brown stated that she likes to leave drone usage with law enforcement entities.

\* \* \*

### \*Economic Development Updates – Eric Phillips, Director:

- The Japan Ministry of Land, Infrastructure, Transport and Tourism visited Marysville, as well as Deloitte Thomatsu, which is based out of Tokyo. They also brought in Japanese companies. There will be a report released on how Japanese companies can expand their businesses, so it will be interesting to see what comes out of that.
- He has been working with JobsOhio and has been asked to serve on a committee. The first meeting is in a couple of weeks.
- The process to replace Luke Fleming is ongoing.
- The speaker series will be held quarterly instead of monthly this year, beginning in May. They will discuss the strengths and opportunities of growth and how they want to grow together. They also want people to come that are concerned about growth and hopefully have some dialogue instead of comments on social media or Facebook.
- On average, approximately 15 20 riders are utilizing the Uber pilot program. March 19<sup>th</sup>, there were 24 rides. Most of the rides are for people going to work or medical appointments and surprisingly not that many in the evening. Hopefully enough demand will be created that the

program will continue and drivers will stay in the area. Many of the rides are drop offs on the Honda campus and from the hotel district into Marysville. There are some repeat users that clearly are using Uber to go to work and home every day. The vouchers are \$10 per ride up to twice a day. Many establishments have posted signs in their establishments in case patrons have had too many alcoholic beverages and need transportation home.

\* \* \*

Jody King asked the board if they have been informed about the biodigester coming to York Center. She spoke with Sam Mullins at the Ohio Department of Agriculture about the biodigester in Greene County that had to be dismantled. That one was built to take 30,000 - 40,000 gallons a day, but ended up taking 50,000 - 60,000 gallons per day, which ruined the system. It was built strictly for manure, but people started putting food scraps in it. After it was dismantled, residents had to deal with the stench for six years. She is wondering if the same thing will happen in Union County. This is under the PUCO.

Commissioner Robinson stated that it is considered a utility.

Mrs. King stated that it will be a 10,000 square foot building and 50 feet high. She is not sure exactly where it will be located.

Commissioner Robinson stated that the board has seen a map and it will be quite a distance from the road.

Mrs. King stated that she has spoken with Mr. Mullins quite a few times. He was with the company that built the biodigester in Greene County before going to work at the Ohio Department of Agriculture.

\* \* \*

Charles Warner stated that he is concerned about information in the newspaper saying that the commissioners and trustees are seeking legal counsel to take away his property rights. He asked who will pay for the attorneys.

Commissioner Burke stated that Commissioner Robinson is the designee to the Ohio Power Siting Board for that hearing. The senate bill allows them to contest certain projects, so they are following a process. They do have concerns about the other two existing solar farms and their position at this time is not to support it. It is ultimately the OPSB's decision.

Mr. Warner stated that county money is being spent to do that.

Commissioner Burke stated that they are concerned about how this will affect the county and are following the process.

Mr. Warner stated that he is concerned about the Richwood group saying some things that are not really true. They are saying that they are not opposed to solar, just to solar on farmland, because if there are no farms, there will not be food. Mr. Warner stated that Union County grows corn and soybeans.

\*Sue Ware, Director/Human Services, arrived at this time.

Mr. Warner stated that eggs and milk are the only agricultural items in Union County that go to grocery stores. Drainage may be a concern and there was another concern about oversaturating the county in solar farms. Richwood is taking in less than 1% of farmland in the county, yet they have stated solar farms have taken up over 10,000 acres countywide. It is 9,800 acres, not over 10,000 acres. Statements have also been made that when the project is decommissioned, it will come back to the taxpayers. Samsung has to put up a bond to decommission before they start the project. Former Commissioner Steve Stolte had previously stated that what is best for the entire county must be considered. The commissioners represent the entire county. There are maybe 250 residents this will affect and there are over 62,000 residents in the county. The availability of electricity needs to be considered as the county continues to grow. Coal power plants are going offline and the Ohio Cooperative magazine says the ability to produce power and usage are getting closer together, so if they do not create a way to generate more power, they could go without electricity. Former Commissioner Glenn Irwin welcomed growth in the county that did not take taxes. The Samsung project will stand on its own and is generating \$2,250,000 in revenue. As farmland, the acreage only generates \$32 an acre in taxes and will provide \$59,000 annually. If this project goes forward, it will add another \$42 per acre that the property owners must pay, plus the \$2,250,000 Samsung will have to pay. That is money that can be added to the county portfolio. Samsung is also installing 50 megawatts of storage, which can be drawn upon at night. Eight generations of his family have lived in Union County. The revenue he will receive from Samsung will help him pay his bills, including \$8,500 per month for his wife's care and medication.

\*Mr. Phillips, Mrs. King and Mr. Warner left the meeting at this time.

\* \* \*

#### **RESOLUTION NO. 24-141:**

# Executive Session - Pursuant to Ohio Revised Code Section 121.22(G)(1) to Consider Suspension of a Public Employee

The Board of County Commissioners entered into executive session at 9:21 a.m. for the purpose of considering the suspension of a public employee. In attendance were: William Narducci, County Administrator; Letitia Rayl, Assistant County Administrator/Budget Officer; Thayne Gray, Assistant County Prosecutor; Sue Ware, Director/Human Services; and Sara Early, Clerk to the Board. The session ended at 9:34 a.m.

Resolution to follow.

A motion was made by Steve Robinson and seconded by David A. Lawrence to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea David A. Lawrence, Yea

\* \* \*

## <u>Human Services Personnel Actions – Human Services</u>

The Board of County Commissioners approved the Union County Human Services Personnel Actions presented on this date.

A motion was made by Dave Burke to accept the personnel actions for an employee of the UCATS Department and an employee of the Public Assistance Department, presented by Sue Ware, Director/Union County Human Services. David A. Lawrence seconded the motion and the resolution was approved and carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea David A. Lawrence, Yea

\* \* \*

### **RESOLUTION NO. 24-143:**

### **Approve the Minutes From the March 13, 2024 Meeting – Commissioners**

The Board of County Commissioners approved the minutes from the March 13, 2024, meeting.

A motion was made by David A. Lawrence and seconded by Dave Burke to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea David A. Lawrence, Yea

\* \* \*

(This portion of the page intentionally left blank.)

## **RESOLUTION NO. 24-144:**

## County Property Disposal Form - Job & Family Services

The Board of County Commissioners approved the following request for disposal of property:

		County Pr	operty Disposa	l Form		
Departn	nent Submitting:	Job & Family Serv	vices			
Equipmen	t Designation Options	(1) Destroy/Recycle, (2) P	ublic Auction, (3) Sale,	(4) Trade, (5) *Transfe	rred to other Co	unty Dept.
	m is being transferred,	please complete the "New	v Location" column wi	th the name of the Dep	artment that is	eceiving the
item.	T					
Tag#	Short Descr	ption of Equipment	Disposition #	New Location	Date	Est. Value
N/A	PowerEdge T610		1		03/12/24	0\$
81/8	DawerEdgeTE10		1		03/12/24	OŚ

Tag#	Short Description of Equipment	Disposition #	New Location	Date	Est. Value
N/A	PowerEdge T610	1		03/12/24	0\$
N/A	PowerEdgeT610	1		03/12/24	0\$

Justin Marsh	3/12/2024
(Signature of Submi	tter)

A motion was made by Steve Robinson and seconded by David A. Lawrence to approve this Resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea David A. Lawrence, Yea

\* \* \*

## **RESOLUTION NO. 24-145:**

# <u>Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement – ENA, Inc.,</u> DBA Necco Center – DJFS

The Board of County Commissioners approved the following agreement:

Ohio Department of Job and Family Services

## AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between Union County Department of Job and Family Services, a Title IV-E Agency, hereinafter "Agency", whose address is:

Union County Department of Job and Family Services 940 London Ave Ste 1800 Marysville, OH 43040

and

ENA, Inc. DBA Necco Center, hereinafter "Provider", whose address is:

Necco Center-Darst Cottage 115 Private Road 977 Pedro, OH 45659

Collectively the "Parties".

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ARTICLE XXXII. COUNTERPARTS	
ARTICLE XXXIII. APPLICABLE LAW AND VENUE	
ATTACHMENTS TO THIS AGREEMENT	

#### RECITALS

WHEREAS, the Agency is responsible under Ohio Revised Code (ORC) Title 51, Chapter 5153 for the provision of protective services for dependent, neglected, and abused children; and,

WHEREAS, the Agency is authorized under ORC Title 51, Chapter 5153.16 to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws in the State of Ohio or in the state where the Provider of services is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions; and is licensed, certified or approved to provide services to children and families in accordance with Ohio law or the state where the Provider of services is located.

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

#### Article I. SCOPE OF PLACEMENT SERVICES

In addition to the services described in Exhibit I-Scope of Work, Provider agrees to provide and shall provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services. If an Agreement and ICCA both exist, the Agreement supersedes.

#### Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Requests for Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

#### Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I- Scope of Work.

#### Section 1.03 EXHIBITS

The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- A. Exhibit I Scope of Work;
- B. Exhibit II Request for Proposals (if applicable);
- C. Exhibit III Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV Schedule A Rate Information.

#### Article II. TERM OF AGREEMENT

This Agreement is in effect from 01/01/2024 through 12/31/2024, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for \_\_\_\_\_\_\_ additional, \_\_\_\_\_\_ year terms not to exceed \_\_\_\_\_\_ years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

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#### Article III. ORDER OF PRECEDENCE

This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes precedence over the Exhibit(s).

In the event there is an inconsistency between the Exhibit(s), the inconsistency shall be resolved in the following order:

A. Exhibit I: Scope of Work; then

Exhibit II: Request for Proposals (if applicable); then
 Exhibit III: Provider's Proposals (if applicable); then
 Exhibit IV: Title IV-E Schedule A Rate Information.

#### Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- Agreement means this Agreement, attachments and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- All other definitions to be resolved through Federal Regulations, Ohio Administrative Code (OAC) 5101:2-1-01
  and any related cross-references.

### Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e.,transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.
- C. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- Provider agrees that all caregivers must be approved by the Agency.
- E. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.

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- Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
- 2. The Monthly Progress Report will include the following medical related information:
  - Service type (i.e. medical, dental, vision, etc.);
  - b. Date(s) of service:
  - c. Reason for visit (i.e. routine, injury, etc.);
  - d. Practitioner name, address and contact number;
  - e. Name of hospital, practice, urgent care, etc.;
  - Prescribed medications and dosages;
  - Date(s) medication(s) were prescribed or changed; and
  - h. Changes to medications.
- F. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- G. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- H. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs (ODJFS 5101;2-7-14, 5101;2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

- Absent Without Leave (AWOL);
- Child Alleging Physical or Sexual Abuse / Neglect;
- Death of Child:
- Illicit drug/alcohol use; Abuse of medication or toxic substance;
- 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
- 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
- School Expulsion / Suspension (formal action by school);
- 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
- 9. Victim of assault, neglect, physical or sexual abuse; and
- The filing of any law enforcement report involving the child.
- The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations.
   Non-emergency situations include but are not limited to the following:
  - When physical restraint is used/applied; and
  - Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and

- the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of <u>OAC 5101:2-42-67</u> as applicable to private Providers, Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- The Provider agrees to provide Independent Living Services as set forth in accordance with <u>OAC 5101:2-42-19</u> for all children age 14 and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in <u>OAC 5101:2-1-01</u>, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule <u>OAC 5101:2-42-65</u> of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to <u>OAC 5101:2-5-33</u>. <u>OAC 5101:2-9-02</u> or <u>OAC 5101:2-9-03</u> has been completed.
- The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- T. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
  - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
  - To comply with the medical consent process as identified by Agency;
  - Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
  - Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by <u>OAC 5101:2-42-66,1</u> and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- The Provider will immediately notify the Agency.

- If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
- Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
- Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
- Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

#### Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule <u>OAC 5101:2-42-65</u> of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
  - It has adequate funds to meet its obligations under this Agreement, subject to the availability of funds as referenced in Article VIII (I);
  - It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and

- It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with <u>OAC 5101:2-42-90.</u>Prior to a child's placement in alternative care or respite, <u>OAC 5101:2-42-90 (D)</u> requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

#### Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
  - Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E
    Provider number, if applicable and Medicaid Provider number, if applicable.
  - 2. Billing date and the billing period.
  - Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
  - 4. Admission date and discharge date, if available.
  - Agreed upon per diem for maintenance and the agreed per diem administration; and
  - Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
    - Case Management; allowable administration cost;
    - Transportation, allowable maintenance cost;
    - c. Transportation; allowable administration cost;
    - d. Other Direct Services; allowable maintenance cost,
    - e. Behavioral health care; non-reimbursable cost; and
    - f. Other costs (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/ pon-reimbursable cost.
- B. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

See Attachment 1 for additional details.

#### Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- The maximum amount payable pursuant to this contract is \$50,000.00.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.

- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
  - Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
  - 2. Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

#### Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon of the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this

Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.

- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
  - 1. Improper or inappropriate activities;
  - Loss of required licenses;
  - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
  - 4. Unethical business practices or procedures; and
  - 5. Any other event that Agency deems harmful to the well-being of a child; or
  - Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

## Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
  - All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
  - If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
  - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written

consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.

- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although Information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agreement terms and conditions, Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries, Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
  - Ensure the security and confidentiality of data;
  - 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
  - 3. Protect against unauthorized access to or use of data, Such measures shall include at a minimum;
    - Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
    - b. Firewall protection;
    - Encryption of electronic data while in transit from Provider networks to external networks;
    - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
    - Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
    - Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients

affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.

K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:

> ODJFS ATTN: Licensing P.O. Box 183204 Columbus, OH 43218-3204

#### Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- As applicable to the Provider's license and/or certification, the Provider certifies compliance with <u>ORC 2151.86</u>. <u>ORC 5103.0328</u>. <u>ORC 5103.0319</u> and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C,F,R, Part 76,Subpart
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
  - Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
  - Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
  - Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(A)(4), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or

interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.

- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifles compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, OAC 5101:9-4-07 and OAC 5101:2-47-23.1.

#### Article XII. INDEPENDENT CONTRACTOR

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered in accordance with this Agreement.

### Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

- Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with <u>ORC</u> 5103.0323.
- Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in <u>OAC 5101:2-47-26.2</u> to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with OAC 5101:2-47-26.2. The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with ORC 5101.11, ORC 5101.14, and OAC 5101:2-47-01.
- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:

- OAC 5101:2-47-11: "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
- OAC 5101:2-47-26.1: "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements":
- OAC 5101:2-47-26.2: "Cost Report Agreed Upon Procedures Engagement".

JFS 02911 Single Cost Report Instructions.

For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.

For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.

2 CFR part 200.501, Audit Requirements.

#### Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:

- The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to
  this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive
  Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the
  parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
- If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
- Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

#### Article XV. ATTACHMENTS/ADDENDA

This Agreement, Attachments, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written Addendum signed by both parties; however, it is agreed by the parties that any Addenda to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written Addenda. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum to this Agreement is prospective in nature.

#### Article XVI. NOTICE

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail, postage pre-paid;

if to Agency, to

Union County Department of Job and Family Services

940 London Ave Ste 1800 Marysville, OH 43040

if to Provider, to

Necco Center-Darst Cottage 115 Private Road 977 Pedro, OH 45659

#### Article XVII. CONSTRUCTION

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the

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illegal provision does not render the performance of the remainder of the Agreement impossible.

#### Article XVIII. NO ASSURANCES

- A. Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.
- B. This Agreement, Attachments, and all Exhibits embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by both the parties.

#### Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest, and, (3) to certify that Provider complies with ORC 102,03, ORC 102,04, ORC 2921,42, ORC 2921,43.
- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

#### Article XX. INSURANCE

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement.

Provider agrees to procure and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:
  - Additional insured endorsement;

- Product liability:
- 3. Blanket contractual liability;
- 4. Broad form property damage;
- Severability of interests;
- Personal injury; and
- Joint venture as named insured (if applicable).

Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.

- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles, If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
  - 1. Additional insured endorsement;
  - Pay on behalf of wording;
  - Concurrency of effective dates with primary;
  - Blanket contractual liability;
  - 5. Punitive damages coverage (where not prohibited by law);
  - Aggregates: apply where applicable in primary;
  - Care, custody and control follow form primary; and
  - Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

- Workers' Compensation insurance at the statutory limits required by ORC.
- F. The Provider further agrees with the following provisions:
  - All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
  - 2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
  - Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
  - 4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete,

- certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
- Failure of the Agency to demand such certificate or other evidence of full compliance with these
  insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall
  not be construed as a waiver of Provider's obligation to maintain such insurance.
- Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
- 7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tall coverage), or, continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
- 8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
- Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all
  reasonable requirements and recommendations of the insurers and insurance brokers issuing or
  arranging for issuance of the policies required here, in all areas of safety, insurance program
  administration, claim reporting and investigating and audit procedures.
- 10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
- If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
- If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

#### Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s') employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.
- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- This Article is not applicable to Agreements between governmental entities.

#### Article XXII. SCREENING AND SELECTION

#### A. Criminal Record Check

- Provider warrants and represents it will comply with Article X as it relates to criminal record checks.
  Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal
  records check will sign a release of information to allow inspection and audit of the above criminal records
  transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance
  reviews on their behalf.
- Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
- Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in <u>ORC 5153.111(B)(1)</u>. <u>ORC 2919.24</u>, and <u>ORC 2151.86</u>, and <u>OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48</u>.
- Provider agrees to be financially responsible for any of the following requirements in <u>OAC Chapters</u> 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48 resulting in financial penalty due to lack of compliance with the criminal records checks.

#### B. Transportation of Child

- The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
  - a. Maintenance of a current valid driver's license and vehicle insurance,
  - All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in ORC 4511.81.
  - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
- In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child
  if:
  - a. The individual has a condition which would affect safe operation of a motor vehicle;
  - The individual has six (6) or more points on his/her driver's license; or
  - c. The individual has been convicted of, or pleaded guilty to, a violation of section 4511.19 (Operating vehicle under the influence of alcohol or drugs OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

#### C. Rehabilitation

- Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of <u>OAC 5101:2-07-02(I)</u> as follows:
  - a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of <u>OAC 5101:2-7-02</u> have been met.
  - If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with OAC 5101:2-5-09 have been met.
- The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.

#### D. Verification of Job or Volunteer Application:

Provider shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

#### Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in OAC 5101:2-7-09, OAC 5101:2-9-21, and OAC 5101:2-9-22

#### Article XXIV. FINDINGS FOR RECOVERY

ORC 9.24 prohibits public agencies from awarding an Agreement for goods, services, or construction paid for in whole or in part from federal, state and local funds, to an entity against whom a finding for recovery has been issued if the finding is unresolved. By entering into this Agreement, Provider warrants and represents that they do not have an unresolved finding for recovery. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be issued such finding by the Auditor of the State.

### Article XXV. PUBLIC RECORDS

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall make available the Agreement and all public records generated as a result of this Agreement.

#### Article XXVI. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider 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 ORC Chapters 3119, 3121, 3123, and 3125.

#### Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with <u>ORC 5719.042</u>. Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

#### Article XXVIII. SUBCONTRACTING AND DELEGATION

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

#### Article XXIX. PROPERTY OF AGENCY

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of

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the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

### Article XXX. SEVERABILITY

If any term of this Agreement or its application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, 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. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

#### Article XXXI. NO ADDITIONAL WAIVER IMPLIED

If the Agency or Provider fails to perform any obligations under this Agreement 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, nor a waiver of a subsequent breach of the same provision or condition. Waivers shall not be effective unless in writing.

#### Article XXXII. COUNTERPARTS

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall be a binding signature and carry the same legal force as the original.

#### Article XXXIII. APPLICABLE LAW AND VENUE

This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filled in the Ohio courts, and Ohio law as well as Federal law will apply.

## ATTACHMENT

#### Attachment One.

Reason: Article

Section: Article VII - Invoicing for Placement Services Detail: Article VII. Invoicing for Placement Services

Article VII. C. Submit invoices to union\_accts\_recv@jfs.ohio.gov.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

### SIGNATURES OF PARTIES:

Provider: ENA, Inc. dba Necco Center	Provider:	ENA.	Inc.	dba	Necco	Center
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Print Name & Title	Signature	Date
Dana Adkins- Director of Program Perfomance and Administration	D. Shane Adkins	2/26/2024

### Agency: Union County Department of Job and Family Services

Print Name & Title	Signature	Date
Sue Ware, Union County Human Services Director	Tu L	3/4/24

## **Additional Signatures**

Print Name & Title	Signature	Date
Steve Robinson, County Commissioner	10 Ochin	3/20/24
Dave Burke, County Commissioner		3/20/24
Dave Lawrence, County Commissioner	550D_	3/20/24

Approved as to form Thayne D, Gray Asst. Pros. Atty. Janaury 26, 2024

Thayne D. Gray

DiscreThayne D. Gray, a, now-Assistant
Prosecuting Attenting,
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Date: 2024.01.26 17:14-22-05:08

ney: Uni vider / ID:	Necco C	enter-Dar	st Cottag	Agency: Union County Department of Job and Family Services Provider / ID: Necco Center-Darst Cottage / 7865712	Moes						Contre	act Period	Run Date: 01/22/2024 Contract Period: 01/01/2024 - 12/31/2024	: 01/22/202 12/31/202
Service	Service	Person	Person	Maintenance Per Diem	Administration Per Diem	Manag Per I	Transportation / Administration Per Diem	Transporation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Residential Services - Level 1 (20662)	1507640			\$562.00	\$28.00	\$28.10		\$28,10	S 984		\$84.30	\$730.50	\$0.00 \$84.30 \$730.50 01/01/2024 12/31/2024	12/31/2024
Residential Services - Level 2 (20743)	Residential 2167672 Services - Level 2 (20743)	•	1	\$662,00	\$28.00	\$0.00		\$28.10	\$0.00		\$84.30	\$702.40	\$0.00 \$84.30 \$702.40 .01/01/2024 12/31/2024	12/31/2024
Residential Services - Level 3 (20744)	Residential 2157573 Services - Level 3 (20744)			\$562.00	\$28.00	\$28.10	\$0.00	\$28.10	\$0.00	\$0.00	\$84.30	\$730.50	\$0.00 \$84.30 \$730.50 01/01/2024 12/31/2024	12/31/2024
Residential Services - Level 4 (20849)	6283663	3320		\$562.00	\$28.00,	\$28,10	80.00	\$28.10	80.00	ă.	\$84.30	\$730.50	\$84.30 \$730.50 01/01/2024 12/31/2024	12/31/2024
ortract ID.	Contract ID: 19377581	_			,					İ	1		01/01/2024	01/01/2024 - 12/31/2024

A motion was made by David A. Lawrence and seconded by Dave Burke to approve this Resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea David A. Lawrence, Yea

\* \* \*

#### **RESOLUTION NO. 24-146:**

## IV-D Contract Between Union County Child Support Enforcement Agency and Union County Common Pleas Court – CSEA

The Board of County Commissioners approved the following contract:

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 Union County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Union County Common Pleas Court (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. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

#### IV-D Contract Terms:

- IV-D Contract Period: The IV-D Contract is effective from 01/01/2024 through 12/31/2024, 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.
- 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: hourly.

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).

Optional Purchase of Non-CSEA Initiated Activities: In a 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 Court Representative
mix

- 4. IV-D Contract Costs:
  - 4A. Unit Rate: The Unit Rate for this IV-D Contract is \$222.74 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 \$111,367.82
- 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	\$37,865.06	Local Sources
FFP Reimbursement	\$73,502.76	
Total IV-D Contract Cost	\$111,367.82	

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

- 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."
- 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 8:00 am and 4:30 pm on the following days Monday - Friday with the exception of the following days: County Authorized Holidays.
- 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. Lenguage 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 I 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.
- 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 Contactor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days 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.
- 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 IFS 02151 (IVD 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, foresecable 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.
- 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.
- 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.
- 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.
- 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 action shall include but not be limited to the following: employment, upgrading, demotion, transfer, 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:
  - 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 potice 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.

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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

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less 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.

Signature of CSEA's Representative	Printed Name of CSEA's Re	presentative
1	Sue Ware, Human Service	es Director
Date of Signature 3/4/24		
Signary of Confractor Representative	Printed Nume of Contractor	
Date of Signature	Printed Street Address of Co	
3-4-2024	215 W. Fifth Street	
Printed Title of Contractor's Representative	Printed City, State, and Zip (	Code of Contractor
Tudge	Marysville, OH 43040	
Signature of County Commissioner of Representative Steve Robinson		Date of Signature 3-20-2024
Signature of County Commissioner or Representative Dave Burke	=	Date of Signature 3-20-2024
Signature of County Commissioner of Representative	_	Date of Signature 3-20-2024
Signature of Prosecutor, if required by County Commissions Thayne D. Gray	Shauking Andres	Date of Signature February 17, 2024

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A motion was made by David A. Lawrence and seconded by Steve Robinson to approve this resolution and was carried by the following vote:

> Steve Robinson, Yea Dave Burke, Yea David A. Lawrence, Yea

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## UNION COUNTY COMMISSIONERS JOURNAL 2024 March 20, 2024

\* \* \*

#### **RESOLUTION NO. 24-147:**

## IV-D Contract Between Union County Child Support Enforcement Agency and Union County Clerk of Courts – CSEA

The Board of County Commissioners approved the following contract:

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 \$101:12-1-80 to \$101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Union County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Union County 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. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

#### **IV-D Contract Terms:**

- IV-D Contract Period: The IV-D Contract is effective from 1/1/2024 through 12/31/2024, 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.
- 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 services.

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 a 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	

#### 4. IV-D Contract Costs:

- 4A. Unit Rate: The Unit Rate for this IV-D Contract is \$58.44 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 \$29,218.88
- 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	\$9,934.42	Local Sources
FFP Reimbursement	\$19,284.46	1
Total IV-D Contract Cost	\$29,218.88	

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

- 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."
- 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 8:00 AM and 4:30 PM on the following days Monday - Friday with the exception of the following days: County Holiday Schedule.
- 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.
- 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 Contactor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days 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 sudit 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.

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## UNION COUNTY COMMISSIONERS JOURNAL 2024 March 20, 2024

- 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.
- 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.
- 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 action shall include but not be limited to the following: employment, upgrading, demotion, transfer, 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:
  - 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

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less 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.

#### **IV-D Contract Signatures:**

Signature of CSEA's Representative	Printed Name of CSEA's Representative	
ant-	Sue Ware	
Date of Signature 3/18/24		
Signature of Contractor's Representative	Printed Name of Contractor's Representative	
Domielle Noullison	Danielle Sullivan	
Date of Signature	Printed Street Address of Contractor	
2-24-34	215 W. Fifth Street	
Printed Title of Contractor's Representative	Printed City, State, and Zip Code of Contractor	
Union County Clerk of Courts	Marysville OH 43040	
Signature of County Commissioner or Representative	2-20 -2024	
Signature of County Commissiones or Representative	Date of Signature 3-20-2024	
Signature of County Commissioner or Representative	Date of Signature 3-20-2014	
Signature of Prosecutor, if required by County Commissioners	Date of Signature	
Thayne D. Gray	February 17, 2024	

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A motion was made by David A. Lawrence and seconded by Dave Burke to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea David A. Lawrence, Yea

#### **RESOLUTION NO. 24-148:**

## IV-D Contract Between Union County Child Support Enforcement Agency and Union County Juvenile Court-Magistrate Services – CSEA

The Board of County Commissioners approved the following contract:

## 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 "TV-D Contract rules"), the Union County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Union County Juvenile Court - Magistrate Services (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 \$101:12 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. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

#### IV-D Contract Terms:

- IV-D Contract Period: The IV-D Contract is effective from 01/01/2024 through 12/31/2024, 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.
- 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: hour.

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 (Circuiar A-87 of the Federal Office of Management and Budget).

Optional Purchase of Non-CSEA Initiated Activities: In a 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.

nitials of Authorized CSEA Representative	Initials of Authorized Court Representative	
<i>C</i> .	00	

#### 4. IV-D Contract Costs:

- 4A. Unit Rate: The Unit Rate for this IV-D Contract is \$111.98 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 \$15,677.47
- 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	\$5,330.34	Local Sources
FFP Reimbursement	\$10,347.13	
Total IV-D Contract Cost	\$15,677.47	

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."
- 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 8:00 am and 4:30 pm on the following days Monday - Friday with the exception of the following days: County Holiday Schedule.
- 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.
- 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 Contactor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days 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.
- 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 JPS 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 indemnity 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.
- 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.
- 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.
- 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 action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
- Termination: This IV-D Contract may be terminated:
  - 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 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.

V-D Contract Signatures:	
Signature of CSEA's Representative	Printed Name of CSEA's Representative
To kon	Sue Ware, Director
Date of Signature	
3/15/24	
Signature of Contractor's Representative	Printed Name of Contractor's Representative
Klady	Kick Rodger
Date of Signature V	Printed Street Address of Contractor
3/15/224	215 West 5th Street
Printed Title of Contractor's Representative	Printed City, State, and Zip Code of Contractor
Juvenile Judge, Union County	Marysville, OH 43040
Signature of County Commissioner or Representative	Date of Signature
Milin	3-20-2024
Signature of County Commissioner of Representative	Date of Signature
7	3-20-2024
Signature of County Commissioner or Representative	Date of Signature
D=0-0-	3-20-2024
Signature of Prosecutor, if required by County Commi-	
Thavne D. Gray	January 26, 2024

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A motion was made by David A. Lawrence and seconded by Dave Burke to approve this Resolution and was carried by the following vote:

\* \* \*

## **RESOLUTION NO. 24-149:**

# IV-D Contract Between Union County Child Support Enforcement Agency and Union County Juvenile Court - CSEA

The Board of County Commissioners approved the following contract:

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 "TV-D Contract rules"), the Union County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Union County Juvenile Court (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. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

#### IV-D Contract Terms:

- IV-D Contract Period: The IV-D Contract is effective from 1/1/2024 through 12/31/2024, 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.
- 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 services.

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).

Optional Purchase of Non-CSEA Initiated Activities: In a 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	
5W	RR	

- 4. IV-D Contract Costs:
  - 4A. Unit Rate: The Unit Rate for this IV-D Contract is \$25.90 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.
  - Total IV-D Contract Cost: The Total IV-D Contract Cost is \$90,655.56
- 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	\$30,822.89	Local Sources
FFP Reimbursement	\$59,832.67	
Total IV-D Contract Cost	\$90,655.56	

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."
- 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 8 a.m. and 4:30 p.m. on the following days Monday - Friday with the exception of the following days: County Holiday Schedule.
- 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.
- 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 Contactor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days 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.
- 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.
- 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.
- 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.
- Civil Rights: The Contractor certifies complience 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 action shall include but not be limited to the following: employment, upgrading, demotion, transfer, 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:
  - 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 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.

#### **IV-D Contract Signatures:** Signature of CSEA's Representative Printed Name of CSEA's Representative Sue Ware, Human Services Director Date of Signature 3/15/24 Signature of Contr Printed Name of Contractor's Representative Rick Rodger Date of Signature Printed Street Address of Contractor 3/15/2024 215 West 5th Street Printed Title of Contractor's Representative Printed City, State, and Zip Code of Contractor Union County Juvenile Court Judge Marysville OH 43040 inty Compassioner or Representative Date of Signature 3-70-2024 Signature of County Commissioner or Representative Date of Signature Signature of Courts 3-20-202 secutor, if requi Date of Signature ounty Commissioners Thayne D. Gray January 26, 2024

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A motion was made by Dave Burke and seconded by David A. Lawrence to approve this resolution and was carried by the following vote:

\* \* \*

## **RESOLUTION NO. 24-150:**

# <u>Lighting Request to Honor World Caring Day – June 7 -8, 2024 – Commissioners</u>

The Board of County Commissioners approved the following lighting request:

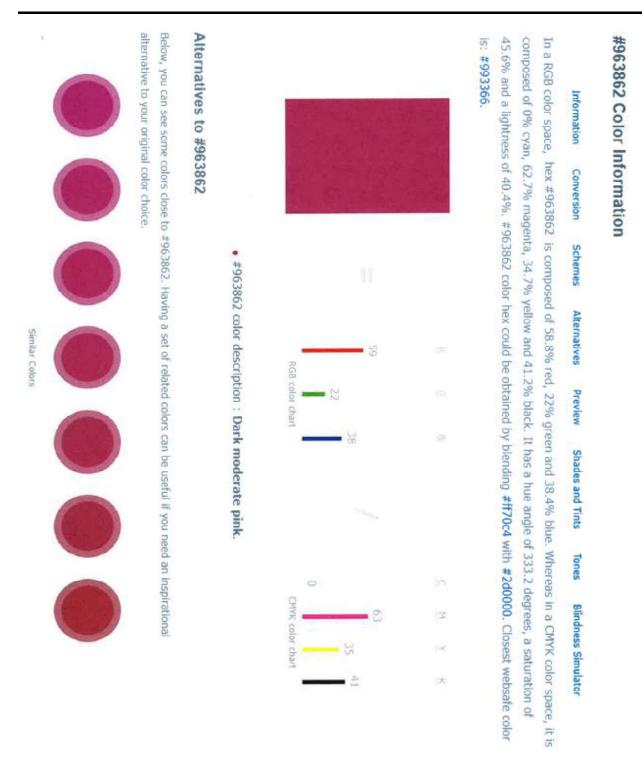
## Exhibit A

Occasion Being Honored: World Caring Day	
Organization Name: CaringBi	ridge
	vd W, Suite 405 Bloomington, MN 55431
Contact Name and Title: Reb	ecca Farmer, Growth Manager
Email: rfarmer@caringbridge.	
Telephone: 2184285588	
Organization Website: https://w	www.caringbridge.org
	3/Twitter @caringbridge Insta/Tiktok: @caringbridgeoff
with lighting capabilities.	nes may not be able to be achieved due to limitations associated
	six colors (enter color name or hex value below)
Color 1: 963862	
Color 2:	
Color 3:	
Color 4:	
Color 5:	
Color 6:	
	not be for more than 5 consecutive days. The duration for each the discretion of the Union County Commissioners.

Please describe your organization's request and how the lighting will be used to benefit the occasion/event: In a world where 40% of unpaid caregivers report feeling isolated and unsuppo

Rosalynn Carter, Former First Lady of the United States, said, "There are only four kinds

Have you previously submitted a request to change the lights?
Yes No V
Have you approached others with a lighting request for this occasion?
Yes No No
Are other events associated with this request?
Yes No No
If lighting is approved, how will you promote the lighting? (please select those that apply)
Advertisement Brochures/Flyers 🗸 Email & Eblasts 🗸 Newsletter News Media 🗸
Organization Brochure V Social Media and Website V



A motion was made by David A. Lawrence and seconded by Dave Burke to approve this Resolution and was carried by the following vote:

\* \* \*

## **RESOLUTION NO. 24-151:**

## **County Property Disposal Form – Juvenile Court**

The Board of County Commissioners approved the following request for disposal of property:

	County Property Disposal Form
Department Submitting:	Juvenile Court
Equipment Designation Options:	(1) Destroy/Recycle, (2) Public Auction, (3) Sale, (4) Trade, (5) *Transferred to other County Dept.

Tag#	Short Description of Equipment	Disposition #	New Location	Date	Est. Value
28355	Latitude 3550 laptop computer	1		03/15/24	0.00
				-	
	3				
				-	
		_			-

(Signature of Submitter)

A motion was made by David A. Lawrence and seconded by Dave Burke to approve this Resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea David A. Lawrence, Yea

\* \* \*

## **RESOLUTION NO. 24-152:**

A Resolution Under R.C. §4511.21(B)(1)(d) Requesting the Director of Transportation to Approve Extended School Zone Distances in the Vicinity of Abraham Depp Elementary School, Jerome Township, Union County, Ohio – Commissioners

Mr. Narducci stated that Abraham Depp Elementary School is a newer school in Jerome Village. There are statutory limits for school zones and speed reduction. Because of the development, there are extended crosswalks outside of that statutory boundary. This request is for additional signage outside of that crosswalk area.

Mr. Gray stated that the resolution must come from the jurisdictions having authority over the affected roads. One is Gardenia Drive, which is a township road, but east of the school. The extensions to cover the crosswalks go across Hyland Croy. Consequently, there has to be a resolution from the commissioners. Additionally, there is a similar resolution for Jerome Township.

Mr. Narducci stated that originally Gardenia Drive was private, but now it goes through to another county roadway and is designated a public road because it connects two public roads.

(This portion of the page intentionally left blank.)

The Board of County Commissioners approved the following resolution:

RESOLUTION No. 24-152

A RESOLUTION UNDER R.C. \$4511.21(B)(1)(D) REQUESTING THE DIRECTOR OF TRANSPORTATION TO APPROVE EXTENDED SCHOOL ZONE DISTANCES IN THE VICINITY OF ABRAHAM DEPP ELEMENTARY SCHOOL, JEROME TOWNSHIP, UNION COUNTY, OHIO

WHEREAS, the Abraham Depp Elementary school is located in unincorporated Jerome Township, Union County, Ohio, adjacent to and served by several roads, including Hyland-Croy Road, under Union County's jurisdiction; and

WHEREAS, as a result of consultations with the Union County Engineer, Jerome Township, and school officials, this Board of County Commissioners believes that extending the School Zone approximately 300' north and south along Hyland-Croy Road at its intersection with Gardenia Drive, which intersection is approximately 830' east of the eastern school property line, is warranted; and

WHEREAS, this request to extend the school zone distance beyond the school property line, with appropriate signs giving notice of the reduced speed limit, is shown on the attached exhibit "Depp School Signs."

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, UNION COUNTY, OHIO, THAT:

Section 1. Under the provisions of R.C. §4511.21(B)(1)(d), the Board requests the Director of Transportation for the State of Ohio to review the engineering and traffic at the Abraham Depp Elementary school at Hyland-Croy Road and Gardenia Drive to determine the need for an extended School Zone.

Section 2. If approved by the Director of Transportation, designate and mark the extended School Zone with appropriate signs giving notice of the reduced speed limit as shown on the attached Depp School Signs exhibit, or as the Director may otherwise determine is appropriate.

Section 3. The Board finds and determines that all of its formal actions concerning and relating to adopting this Resolution occurred in an open meeting of this Board, and that all deliberations of this Board that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements including Revised Code §121.22.

David A. Laurence introduced this resolution and moved its passage; Seve foliason, seconded the motion; and after discussion, the chair called a roll call vote, and the results were:

Passed: 3-20 , 2024
ATTEST: WWW Early

Sara Early, Clerky

Dave Burke

Approved as to Form:

Steve Robinson

Thayne D. Gray

Repair grape to Mayor 1 and 1 an

Assistant Prosecuting Attorney

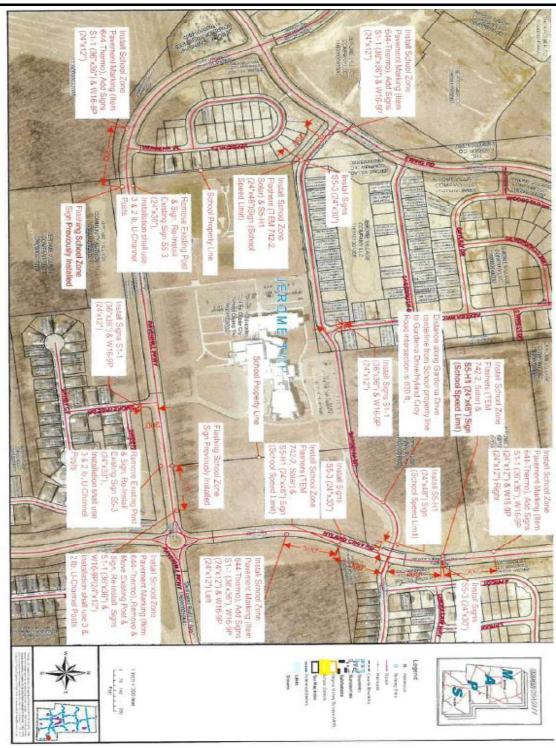
Yes No

David A. Lawrence

BOARD OF COUNTY COMMISSIONERS

Steve Robinson

5-0.0



A motion was made by David A. Lawrence and seconded by Steve Robinson to approve this resolution and was carried by the following vote:

\* \* \*

## **RESOLUTION 24-153:**

# <u>Agreement By and Between the Union County Board of Commissioners and J&J Schlaegel, Inc. – Commissioners</u>

Ms. Rayl stated that this agreement pertains to the bid award on the Richwood/Franklin Street CDBG project. The commissioners' share from the grant is \$470,000.

The Board of County Commissioners approved the following agreement:

#### EJCDC STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between the Union County Commissioners (hereinafter called Owner) and J&J Schlaegel, Inc. (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

#### ARTICLE 1 - WORK

1.01 Contractor shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows:

Franklin Street Improvements - Phase III

#### ARTICLE 2 - THE PROJECT

2.01 The project for which the work under the Contract Documents may be the whole or only a part is generally described as follows:

The project consists of the reconstruction of Franklin Street from Gill Street north to Bomford Street. Included are sanitary sewer, waterline, storm sewer, curb and gutter, sidewalk, and street improvements.

## ARTICLE 3 - ENGINEER

3.01 The project has been designed by Access Engineering Solutions, LLC (hereinafter called Engineer) and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the work in accordance with the Contract Documents.

## ARTICLE 4 - CONTRACT TIMES

- 4.01 Time of the Essence
  - A. All time limits for milestones, if any, substantial completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Dates for Substantial Completion and Final Payment
  - Bidder agrees that the work will be substantially completed by October 1, 2024, and shall meet a final completion date of November 1, 2024.
  - Substantial completion shall be considered the completion of all work with the exception of final grading, seeding, and mulching.
- 4.03 Liquidated Damages
  - A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the work is not completed within the times specified in Paragraph No. 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the work is not completed on time. Accordingly, instead of requiring

EJCDC STANDARD FORM OF AGREEMENT

any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1,000 for each day that expires after the time specified in Paragraph No. 4.02 for substantial completion until the work is substantially complete. After substantial completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the Contract time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$1,000 for each day that expires after the time specified in Paragraph No. 4.02 for completion and readiness for final payment until the work is completed and ready for final payment.

## ARTICLE 5 - CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph No. 5.01. A:
  - A. For all Unit Price work and amount equal to the sum of the established unit price for each separately identified item of Unit Price work times the estimated quantity of that item as indicated in this Paragraph No. 5.01. A:

The Unit Price bid form attached to this Contract will govern the payment of all work installed under this Contract unless altered by an Owner-approved Change Order.

Total contract amount (Unit Price Bid) - \$1,698,838.50

## ARTICLE 6 - PAYMENT PROCEDURES

- 6.01 Submittal and Processing of Payments
  - A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 Progress Payment; Retainage
  - A. Owner shall make progress payments on account of the Contract price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the work as provided in the paragraph below. All such payments will be measured by the Schedule of Values established in Paragraph No. 2.07.A of the General Conditions (and in the case of Unit Price work, based on the number of units completed) or, in the event there is no Schedule of Values, as provided in the General Requirements:
    - Progress payments will be made in an amount equal to the percentage indicated below, but in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, in accordance with Paragraph No. 14.02 of the General Conditions.
      - a. Partial payments to the Contractor for labor performed shall be paid at the rate of ninety-two percent (92%) of the estimates prepared by the Contractor and approved by the Engineer. Labor performed after the project is fifty percent (50%) completed shall be paid at the rate of one hundred percent (100%) of the estimates submitted by the Contractor and approved by the Engineer. There shall be paid to the Contractor a sum at the rate of ninety-two percent (92%) of the invoice cost, not to exceed the bid price of material delivered on the site of the work, or in the vicinity of the work, or other approved storage site. The balance of such invoiced value shall be paid when such material is incorporated into and becomes a part of such building, construction, addition, improvements, alteration, or installation.
- 6.03 Final Payment

## ARTICLE 7 - INTEREST

#### 7.01 NOT APPLICABLE

## ARTICLE 8 - CONTRACTOR'S REPRESENTATION

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the work.
  - C. Contractor is familiar with and is satisfied as to all Federal, State, and local laws and regulations that may affect cost, progress, and performance of the work.
  - D. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
  - E. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  - F. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

#### ARTICLE 9 - CONTRACT DOCUMENTS

## 9.01 Contents

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 6 inclusive);
  - Bidding Documents (filled out at time of bid submission) which include:
    - a. Bid Form
    - b. Bid Guaranty and Contract Bond
    - Experience Statement
    - d. List of Interested Principals
    - e. Certified Copy of Corporate Resolution
    - f. List of Sub-contractors
    - g. Non-collusion Affidavit
    - h. Personal Property Tax Statement
    - Contractor Section 3 Forms
    - Certification of Bidder Regarding Equal Employment Opportunity
    - Certificate of Compliance with Federal Labor Standards Provisions
    - Affidavit in Compliance with Section 3517.13 of the Ohio Revised Code
    - Affidavit of Bidder Regarding Claims Against
    - n. OPWC Proposal Notes
  - Specifications as listed in the Table of Contents of the Project Manual, which include:
    - General & Supplementary Conditions / Federal Requirements / Additional Articles
    - b. Division 1 General Requirements
  - Drawings, inclusive, with each sheet bearing the following general title: Franklin Street Improvements – Phase 3.

- The following shall have been submitted to the Owner on the Effective Date of the Agreement and are not attached hereto:
  - Performance & Payment Bond
- The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed
  - b. Written Amendment(s)
  - c. Change Order(s)

## ARTICLE 10 - MISCELLANEOUS

#### 10.01 Terms

 Terms used in this Agreement will have the meanings indicated in the General Conditions

## 10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

## 10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### 10.05 Other Provisions

- A. The Contractor shall pay all those working on this project a prevailing rate of wage as determined by federal Davis-Bacon prevailing wage rates.
- B. Reports and Information: The Contractor, at such times and in such forms as the Community may require, shall furnish the Community such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
- C. Patent Rights: No discovery or patent rights arising from any discovery or invention which arises or is developed in the course of or under this Contract shall be exercised by or on behalf of the Contractor.
- D. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of the Contractor.

- E. Access to Records: The State of Ohio, the Department of Housing and Urban Development, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific Contract, for the purpose of audits, examinations, and making excerpts and transcriptions.
- F. Records and Audits: The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Community to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the Community or any authorized representative, and will be retained for three (3) years after the expiration of this Contract unless permission to destroy them is granted by the Community.
- G. Energy Efficiency: The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- H. Encumbrance of Funds: The Union County Commissioners will be responsible for \$470,000 of the project costs from funds secured through the PY2022 CDBG Critical Infrastructure program. The Village of Richwood will be responsible for all other costs associated with the project from funds secured by the village.

This Agreement will be effective on Nerch 20 Agreement).	_, $20\frac{24}{}$ (which is the Effective Date of the					
OWNER: UNION COUNTY COMMISSIONERS	CONTRACTOR: J&J SCHOREGEL, INC.					
Signature	Signature					
By: Steve Robinson, President Name & Title	By: Jerry T. Schlaegel, President Namé & Title Attest Acuse M Wooddoo					
Attest Small Carely	Attest Traya W Word of					
Address for giving notices:	Address for giving notices:					
Union County Commissioners	J&J Schlaegel, Inc.					
233 West Sixth Street	1250 East Highway 36					
Marysville, OH 43040	Urbana, OH 43078					
If owner is a corporation, attach evidence of	License No.					
authority to sign. If owner is a public body, attach evidence of authority to sign and resolution	(Where applicable)					
or other documents authorizing execution of OWNER-CONTRACTOR Agreement	Agent for service of Process:					
	If Contractor is a corporation or a partnership, attach evidence of authority to sign.					
Designated Representative:	Designated Representative:					
Name; Steve Robinson	Name: Jerry T. Schlaegel					
Title: President	Title: President					
Address: 233 West Sixth Street	Address: 1250 East Highway 36					
Marysville, OH 43040	Urbana, OH 43078					
Phone: 937-645-3012	Phone: 937-652-2045					
Fax:	Fax:					
E-mail: strobinson@unioncountyohio.gov	E-mail: iis@iischlaegel.com					

## DOCUMENT 00511 - CERTIFICATE OF FISCAL OFFICER

Encumbrance of Funds: The Union County Commissioners will be responsible for \$470,000 of the project costs from funds secured through the PY2022 CDBG Critical Infrastructure program. The Village of Richwood will be responsible for all other costs associated with the project from funds secured by the village.

As Fiscal Officer of the Village of Richwood, I hereby certify that funds in the amount of One million two hundred twenty eight thousand eight hundred thirty eight dollars and fifty cents (\$1,228,838.50) have been lawfully appropriated for the purpose of meeting the obligations of our portion of the Contract of Union County Commissioners and J&J Schlaegel, Inc. for the construction of the project titled Franklin Street Improvements — Phase III duly authorized by the Village of Richwood and are in the

Treasury or in the process of collection to the credit of the -4905 Eranklin St. Phase 3

——Fund, free from any previous encumbrances.

Signed this 27th day of February , 20 24

Sarah Sellers, Fiscal Officer
Title

As Fiscal Officer of the Union County Commissioner, I hereby certify that funds in the amount of Four hundred seventy thousand dollars and no cents (\$470,000.00) have been lawfully appropriated for the purpose of meeting the obligations of the Contract with J&J Schlaegel, Inc. for the construction of the project titled Franklin Street Improvements — Phase III project, the remaining One million two hundred twenty eight thousand eight hundred thirty eight dollars and fifty cents (\$1,228,838.50) of the One million six hundred ninety eight thousand eight hundred thirty eight dollars and fifty cents, (\$1,698,838.50), will be covered by the Village of Richwood.

Signed this 8th day of March 2024

Andrea Weaver, County Auditor

END OF CERTIFICATE OF FISCAL OFFICER

222851.01

00511-1

CERTIFICATE OF FISCAL OFFICER

## DOCUMENT 00512 - CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _	Thayne D. Gray, Assistant Prosecuting Attorney , the
duly authorized and follows:	acting legal representative of the Union County Commissioners, do hereby certify as
of the opinion that a thereto acting throug authority to execute foregoing agreement	attached Contract(s) and Surety Bonds and the manner execution thereof, and I am each of the aforesaid agreements has been duly executed by the proper parties h their duly authorized representatives; that said representatives have full power and said agreements on behalf of the respective parties named thereon; and that the is constitute valid and legally binding obligations upon the parties executing the same erms, conditions and provisions thereof.
Thayne D. Gray	Objectify injuried by Player In Class (Claidon Theyer In Class) A municipal philosophic of the Claim of the C
Signature	
Date: March 18, 2	2024

END OF CERTIFICATE OF OWNER'S ATTORNEY

#### DOCUMENT 00513 - NOTICE OF AWARD

Dated March 20, 2024

TO: J&J Schalegel, Inc.

1250 East Highway 36, Urbana, OH 43078

CONTRACT FOR: Franklin Street Improvements - Phase III

You are notified that your bid dated February 7, 2024 for the above Contract has been considered. You are the apparent successful Bidder and have been awarded a Contract for: Franklin Street Improvements - Phase III project in the Village of Richwood, OH.

(Indicate total work, alternates or sections or work awarded)

The Contract Price of your Contract is One million six hundred ninety eight thousand eight hundred thirty eight dollars and fifty cents (\$1,698,838.50).

Four (4) copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. No sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award, that is by

- You must deliver to the Owner four (4) fully executed counterparts of the Contract Documents. Each
  of the Contract Documents must bear your signature on Page 5.
- You must deliver with the executed Contract Documents the Contract Security (Bond) as specified in the Instructions to Bidders (Paragraph 20.01); General Conditions (Paragraph 5.01).

Failure to comply with these conditions within the time specified will entitle Owner to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you 1 fully executed counterpart of the Contact Documents.

**Union County Commissioners** 

(Authorized Signature)

Steve Robinson, President

(Name & Title)

END OF NOTICE OF AWARD

222851.01 00513-1 NOTICE OF AWARD

# DOCUMENT 00514 - NOTICE OF COMMENCEMENT FOR PUBLIC IMPROVEMENT

SECTION 1311.252 OHIO REVISED CODE

Notice is hereby given by the undersigned public authority that construction will commence for the following public improvement.

The public improvem	ent is identified as:
Name: Location: Project Number:	Franklin Street Improvements – Phase III Village of Richwood, Ohio 222851.01
The public authority	name and address:
	Union County Commissioners 233 West Sixth Street Marysville, OH 43040
The name and address	ss of all principle contractors involved with the public improvement, and the contractor:
Principal Contractors	Trade
J&J Schalegel, Inc.	General Contractor
1250 East Highway	5
Urbana, OH 43078	
The name and add improvement;	ess of the sureties for all principal contractors involved with the publ
Surety	Principal Contractor
Western Surety Con	pany J&J Schlaegel, Inc.
151 North Franklin S	reet
Chicago, IL 60606	

 The name and address of the public authority's representative for the purposes of being served an affidavit pursuant to Section 1311.26 of the Revised Code.

Union County Commissioners 233 West Sixth Street Marysville, OH 43040

Public Authority

(Signature)

Steve Robinson, President (Name & Title)

State of Ohio, Union

Signed and sworn to before me this\_

day of

2024

Sara Notary Public My Commission E

Sara J Early
Notary Public, State of Ohio
My Commission Expires 11-23-2024

END OF NOTICE OF COMMENCEMENT FOR PUBLIC IMPROVEMENT

00514-2

(Name & Title)

## UNION COUNTY COMMISSIONERS JOURNAL 2024 March 20, 2024

DOCUMENT 00515 - NOTICE TO PROCEED Dated March 20 20 TO: J&J Schlaegel, Inc. ADDRESS: 1250 East Highway 36, Urbana, OH 43078 CONTRACT FOR: Franklin Street Improvements - Phase III You are notified that the Contract Times under the above Contract will commence to run on March 70 , 20 24 By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement the date of Substantial Completion is October 1, 2024, and the date for final payment is November 1 2024. Before you may start any work at the site, Paragraph No. 2.05.C of the General Conditions provides that you and Owner must each deliver to the other (with copies to the Engineer and other identified additional insureds) Certificates of Insurance which each is required to purchase and maintain in accordance with the Contract Documents. Also, before you may start any work at the site, you must: (add other requirements) OWNER: **Union County Commissioners** (Authorized Signature) Steve Robinson, President

END OF NOTICE TO PROCEED

222851.01 00515-1 NOTICE TO PROCEED

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SUF	CED				INSURER B :	er och ger by engliser			
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		1250 E Us Highway 36			INSURER D :				
		Urbana, OH 43078			INSURER E :				
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## PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

CG-2001R(4-13)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS-COMPLETED OPERATIONS LIABILITY COV-ERAGE FORM

RESIDENTIAL CARE FACILITY LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

## **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTO-MATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

CG-2033R(6-13)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- Section II Who Is An Insured is amended to include as an additional insured:
  - Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
  - b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability for bodily injury, property damage or personal and advertising injury caused, in whole or in part, by:

- a. Your acts or omissions; or
- The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law;
   and
- Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

a. Bodily injury, property damage or personal and advertising injury arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the occurrence which caused the bodily injury or property damage involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- Bodily injury or property damage occurring after:
  - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - (2) That portion of your work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- Required by the contract or agreement you have entered into with the additional insured; or
- Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

# ADDITIONAL INSURED - COMPLETED OPERATIONS AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU (OWNERS, LESSEES OR CONTRACTORS)

CG-7277(6-13)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS-COMPLETED OPERATIONS LIABILITY COV-ERAGE FORM

- Section II Who Is An Insured is amended to include as an additional insured:
  - a. Any person(s) or organization(s) for whom you have performed operations if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as additional insured on your policy for completed operations; and
  - b. Any other person(s) or organization(s) you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability included in the products-completed operations hazard for bodily injury or property damage caused, in whole or in part, by your work performed for that additional insured at the location designated and described in the contract or agreement.

#### However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- 2. This insurance does not apply to:
  - Bodily injury or property damage which occurs prior to the execution of the contract or agreement described in item 1; or

- Bodily injury or property damage that occurs after the time period during which the contract or agreement described in item 1 requires you to add such person or organization onto your policy as an additional insured for completed operations; or
- c. Bodily injury or property damage arising out of the rendering of, or the failure to render, any professional, architectural, engineering or surveying services, including:
  - The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrong-doing in the supervision, hiring, employment, training or monitoring of others by that insured, if the occurrence which caused the bodily injury or property damage involved the rendering of or the failure to render any professional services by or for you.

With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- Required by the contract or agreement; or
- Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US AUTOMATIC STATUS WHEN REQUIRED IN A CONTRACT WITH YOU

CG-7264(12-19)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The Transfer of Rights of Recovery Against Others to Us Condition under Section IV - Commercial General Liability Conditions is amended by the addition of the following:

- We waive any right of recovery we may have against any person or organization described in paragraph 2 because of payments we make for injury or damage arising out of your ongoing operations or your work done under a contract with that person or organization and included in the products-completed operations hazard.
- 2. The waiver applies only to:
  - Any person or organization with whom you have a written contract or agreement in which you are required to waive rights of recovery under this policy. Such contract or agreement must have been executed prior to the occurrence causing injury or damage; and
  - Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph a. above.

A motion was made by Dave Burke and seconded by David A. Lawrence to approve this resolution and was carried by the following vote:

\* \* \*

## **RESOLUTION NO. 24-154:**

# <u>Authorize the Union County Engineer to Prepare the Necessary Specifications and to Advertise for Quotations for the Purchase of Aggregate and Concrete Materials for 2024 – Engineer</u>

The Board of County Commissioners authorized the Union County Engineer to prepare the necessary specifications and to advertise quotations for the purchase of aggregate and concrete materials for 2024:

UNION COUNTY ENGINEER

County Engineer Environmental Engineer 233 W. Sixth Street

233 W. Sixth Street Marysville, Ohio 43040 P 937, 645, 3021 F 937, 645, 3161

www.unioncountyohio.gov/engineer

Building Department Ma

233 W. Sixth Street Marysville, Ohio 43040 P 937, 645, 3018 Marysville Operations Facility

16400 County Home Road Marysville, Ohio 43040 P 937, 645, 3017 F 937, 645, 3111

Richwood Outpost 190 Beatty Avenue Richwood, Ohio 43344

Public Service with integrity

Department: Engineer

Date: March 14, 2024

RESOLUTION: Request to advertise to accept aggregate and concrete quotations

A motion was made by David A. Lawrence and seconded by

specifications and to advertise for quotations for the purchase of aggregate and concrete materials for 2024.

Quotations shall be accepted until 9:30 AM and shall be opened and read aloud immediately thereafter on Wednesday, April 10, 2024.

A roll call vote resulted as follows:

Dave Burke,

Dave Lawrence,

Steve Robinson,

(Equipment/Materials Purchase)

A motion was made by David A. Lawrence and seconded by Dave Burke to approve this resolution and was carried by the following vote:

## **RESOLUTION NO. 24-155:**

## **Payment of Bills**

The Board of County Commissioners approved the payment of regular purchase order bills and the "then and now" bills submitted over \$50,000.00 for the week of March 18, 2024:

Vendor	Name	CK RUN	Invoice	PO	Invoice Amt	Status	Dept		
6130	UNION COUNTY CONVENT	032024	1	20242586	63,140.99	Pending approval	412		
	Additional Desc: 75% 4th Qrt	23 Bed Tax Po	sted 3-10-24 - Commis	sioners Bed Tax					
689	WOOLPERT INC	032024	PIN0022495	20242587	89,126.80	Pending approval	404		
	Additional Desc: Imagery - Au	ditor REA							
142	OTIS ELEVATOR COMPAN	032024	240029200100	20235229	92,835.60	Pending approval	412		
	Additional Desc: CH elevator u	pgrade #2 - C	ommissioners Capital						
38	CITY OF MARYSVILLE	032024	24-003	20242615	210,525.05	Pending approval	422		
	Additional Desc: Refund on remaining funds for Ind Pkwy Widening. "In October of 2023 the City released TIF funds to the Engineer. The Funds were made available for the construction of a turn lane on Industrial Parkway outside the Scott's new								
	warehouse and the Engineer's	Office manag	ged the project and cor	tractor payment	s. The project w	as signed off on by t	he		
				france the contra	sed TIF funds no	ot spent." - Engineer			
	Engineer's Office as complete	and there we	re a balance of remaini	ng from the relea	isco (il ranos)	or specific	M&G		
323	Engineer's Office as complete CITY OF DUBLIN	032024	4089-00	20242734		Pending approval	422		

Str Nelin 500 03/20/24

A motion was made by David A. Lawrence and seconded by Dave Burke to approve this Resolution and was carried by the following vote:

## **RESOLUTION NO. 24-156:**

## **Transfers of Appropriations and/or Funds**

The Board of County Commissioners approved the following transfer of appropriations and/or funds:

	_Wednesday (Due to the Audito	or by noon Monday)					
Depai	rtment: Commissioners /	COYC			Date:	3/18/2024	<u> </u>
		RESOLUTION RE		NSFER OF FU	NDS	1	
A motion was made by		Kobinson		and seconded by		Lawrence	0
to appr	rove the following transfer (s):						
From	General Fund Name	010CO102 Org Number		OYC Operating Object Name	Exp .	550190 Object Number	N/A Project Number
To:	COYC	97041800	Me	Member Contribution		450112	N/A
	Fund Name	Org Number		Object Name		Object Number	Project Number
		Amount:	_ \$	96,501.36	<u> </u>		
From:		W		10.3634.0000000			
<b>T</b>	Fund Name	Org Number		Object Name		Object Number	Project Number
To:	Fund Name	Org Number	-	Object Name		Object Number	Project Number
	3537,107037237	Amount:	\$	•		0.000.00	0020820500000000
From	Fund Name	Org Number		Object Name		Object Number	Project Number
To:	in and reality	Olg Hollings		Color Hame		Colesi Hallos	1 Topour Harrison
3,773	Fund Name	Org Number	-	Object Name		Object Number	Project Number
		Amount:					
From		25			Exp		
	Fund Name	Org Number		Object Name		Object Number	Project Number
To:	-		_	0	Rev		
	Fund Name	Org Number  Amount:		Object Name		Object Number	Project Number
		Amount.	\$				
Reason	n for Request:				1 2		
		¥31			3		
	COYC 2nd 1/4 FY24 UNCO S	nare			4		
			Ar	proved by Admin	istrator		
Roll ca	Il vote resulted as follows:			Steve Ro	binson	tollele	-
				Dave	Burke (	2-5	
CC:	Auditor			Dave La	wrence	0000	
					Date:	3.30.377 C.T. 303	-
	STER ACKNOWLEDGEMENT riations are available, and free						
						40.04	
	Revised 12-28-22		Audit	tor's Office Approva	I CB 3	18.24	

A motion was made by Steve Robinson and seconded by David A. Lawrence to approve this Resolution and was carried by the following vote:

# **ADMINISTRATOR ACTION NO. 24-36A:**

# **Payment of Bills**

County Administrator William Narducci approved the payment of regular purchase order bills and the "then and now" bills submitted for the week of March 18, 2024:

Vendor	Name	CK RUN	Invoice	PO	Invoice Amt	Status	Dept
2119	GORDON FLESCH COMPAN	032024	IN14599353 2 of 2	20240560	1.77	Pending approval	412
8982	CONNECT PARENT CORPO	032024	3.2024 Business list	20242680	6.00	Pending approval	420
1127	QUILL CORPORATION	031924	37416257	20240621	8.85	Pending approval	410
382	FIRST COMMUNICATIONS	032024	126413689	20236170	10.31	Pending approval	470
382	FIRST COMMUNICATIONS	032024	126413690	20236170	10.31	Pending approval	470
2119	GORDON FLESCH COMPAN	032024	IN14599354	20236211	13.90	Pending approval	470
6354	KRAMER ENTERPRISES,	032024	41092	20241465	16.18	Pending approval	422
6354	KRAMER ENTERPRISES,	032024	26869	20242703	16.18	Pending approval	422
1127	QUILL CORPORATION	031924	37440805	20240621	16.73	Pending approval	410
1127	QUILL CORPORATION	032024	37465216	20242641	17.08	Pending approval	404
5660	TRILLIUM PATHOLOGY,	032024	193014	20242583	19.39	Pending approval	438
1127	QUILL CORPORATION	031924	37419078	20240621	19.98	Pending approval	410
9347	T-MOBILE USA INC.	032024	02272024	20240271	21.40	Pending approval	472
1235	UNION COUNTY DJFS	032024	Youth Permit, 3.2024	20242663	23.50	Pending approval	420
2119	GORDON FLESCH COMPAN	032024	IN14599335	20242612	31.30	Pending approval	422
309	RAYL, LETITIA	032024	3-11-24	20242597	32.00	Pending approval	412
2095	GREEN, GARY	032024	2/2024	20240250	34.22	Pending approval	418
2361	TANNER, HEIDI	32024	193132	20242578	37.99	Pending approval	414
4356	KONICA MINOLTA BUSIN	032024	292475029	20242687		Pending approval	420
7406	AMAZON CAPITAL	032024	16GJ-T9RG-FNJQ	20242610	45.65	Pending approval	422
6354	KRAMER ENTERPRISES.	032024	42417	20241474	47.96	Pending approval	422
3832	DEMCO	032024	7450040	20237461		Pending approval	412
1127	QUILL CORPORATION	32024	37591692, 37566871	20241532		Pending approval	414
5451	REDWOOD TOXICOLOGY L	032024	121475202422	20242657		Pending approval	420
177	UNION RURAL ELECTRIC	032024	Inskeep Feb	20242570		Pending approval	422
6354	KRAMER ENTERPRISES,	032024	26870	20242701		Pending approval	422
936	STAPLES BUSINESS ADV	032024	8073466308	20240069		Pending approval	418
4356	KONICA MINOLTA BUSIN	031924	292475795	20240611		Pending approval	410
6354	KRAMER ENTERPRISES.	032024	41093	20242374		Pending approval	422
148	POSTMASTER	032024	Mar24	20242580		Pending approval	422
7406	AMAZON CAPITAL	032024	1MK9-H4LX-9FXM	20242609		Pending approval	422
177	UNION RURAL ELECTRIC	032024	Fedex Feb24	20242569		Pending approval	422
5713	GRAINGER	032024	9050562843	20237476		Pending approval	470
1127	QUILL CORPORATION	032024	37469448	20242641		Pending approval	404
9387	CONDICT, ROBERT ALLE	032024	193096	20240672		Pending approval	438
108	MCAULIFFE'S INC	032024	02292024	20240172		Pending approval	472
2119	GORDON FLESCH COMPAN	32024	14599347, 14597689	20241534		Pending approval	414
8023	CBTS LLC	032024	7236888-02102024	20242689		Pending approval	420
1534	US BANK	032024	524429644	20242640		Pending approval	404
1873	PARR PUBLIC SAFETY E	032024	INV100225B	20242640		Pending approval	438
1873	PARR PUBLIC SAFETY E	032024	INV1002236	20240671		Pending approval	438
7406	AMAZON CAPITAL	032024	1YGC-9JNF-9V63	20242608	d	Pending approval	422
190	DARBY TOWNSHIP-FISCA	032024	2024	20242506		Pending approval	412
			1680965	20240550		Pending approval	420
9480	PURE WATER PARTNERS	032024	8918			Pending approval	420
1737	APPLIED ELECTRIC LLC	032024	0710	20242614	105:00	renaing approvai	438

Vendor	Name	CK RUN	Invoice	PO	Invoice Amt	Status	Dept
521	MASI	032024	4110187	20241461	106.65	Pending approval	422
920	KEY BLUE PRINTS, INC	032024	110848	20242598	109.68	Pending approval	470
100370	SMARRA, ANDREW	31924	193050	20237489	112.79	Pending approval	440
1484	KLEIBER, JON	032024	case2023PG042	20237307	116.24	Pending approval	426
521	MASI	032024	4110049	20241461	116.50	Pending approval	422
5612	CHARM-TEX, INC.	032024	0356235-IN	20240062	118.90	Pending approval	418
1127	QUILL CORPORATION	032024	37465809	20242641	122.36	Pending approval	404
2902	OHIO ASSOC OF PROBAT	032024	24PJ-WM11	20242589	125.00	Pending approval	426
521	MASI	032024	4100588	20241461	126.25	Pending approval	422
1994	COLUMBUS RADIOLOGY C	032024	193006	20240401	127.48	Pending approval	438
5213	GUDENKAUF CORP.	032024	PRIP000034806	20242620	130.65	Pending approval	422
4492	FBINAA OHIO CHAPTER	032024	193074	20242602	135.00	Pending approval	438
4492	FBINAA OHIO CHAPTER	032024	193075	20242602	135.00	Pending approval	438
4492	FBINAA OHIO CHAPTER	032024	193076	20242602	135.00	Pending approval	438
128	MEMORIAL HOSPITAL UN	032024	01222024-04	20242453	140.00	Pending approval	418
119	MARYSVILLE JOURNAL	31924	193175	20242690	142.99	Pending approval	436
8625	TRIAD TECHNOLOGIES,	032024	61900647	20242726	143.29	Pending approval	422
8625	TRIAD TECHNOLOGIES,	032024	61901674	20242727	143.29	Pending approval	422
35	BOB CHAPMAN FORD INC	32024	82786,82698	20242575	149.98	Pending approval	414
2037	COUNTY TREASURERS AS	31924	3820	20237491	150.00	Pending approval	440
5213	GUDENKAUF CORP.	032024	PRIP000034807	20242741	151.45	Pending approval	422
3105	SONSTEIN, JO	032024	2.2024 travel	20242686	151.55	Pending approval	420
3432	RUMPKE OF OHIO, INC	03/20/24	3508164	20240640	151.84	Pending approval	410
23	TIME WARNER COMMUNIC	032024	133475001022124-2	20240180	155.88	Pending approval	472
5114	OSBURN ASSOCIATES IN	032024	307974	20242555	157.50	Pending approval	422
2245	RICHWOOD BANKING VIS	032024	Bldg Feb24	20242604	160.00	Pending approval	422
1380	UCO INDUSTRIES	032024	21774	20242688	168.00	Pending approval	420
7406	AMAZON CAPITAL	032024	19QX-C6MR-7L3W	20236179	168.78	Pending approval	470
833	VERIZON WIRELESS GRE	032024	9957202439	20240184	170.06	Pending approval	472
108	MCAULIFFE'S INC	032024	Feb24	20242617	174.95	Pending approval	422
8630	FOX SUPPLY, LLC	032024	138610	20240064	188.88	Pending approval	418
5750	KONICA MINOLTA PREMI	031924	524030392	20241312	189.35	Pending approval	410
139	OHIO EDISON COMPANY	032024	3/5 Tawa	20241464	189.37	Pending approval	422
272	MERCY MEMORIAL HOSPI	032024	193013	20242582	191.32	Pending approval	438
2119	GORDON FLESCH COMPAN	032024	IN13599352	20240170	196.00	Pending approval	472
1581	IAEM	032024	221343	20242624	199.00	Pending approval	472
833	VERIZON WIRELESS GRE	032024	Eng9958020298	20242613	201.91	Pending approval	422
8299	HAIX NORTH AMERICA	032024	240005010	20240473	203.95	Pending approval	438
3629	VISA	3/20/24	1688Mar2024-3	20242270	205,17	Pending approval	412
8982	CONNECT PARENT CORPO	032024	193036	20240436	206.51	Pending approval	438
9369	SCHUTT, ADELINA	32024	0971	20242576	225.00	Pending approval	414
9491	DSPN MEDIA AND CONSU	03202024	1858	20242331	225.00	Pending approval	416
1212	TREASURER STATE OH (	032024	0425773-IN	20242671	236.25	Pending approval	420
3250	OHIO COUNCIL ON WELF	032024	2024 Regular Members	20242681	239.00	Pending approval	420
1994	COLUMBUS RADIOLOGY C	032024	193007	20240401	248.71	Pending approval	438
	GORDON FLESCH COMPAN	032024	IN14599353	20236342	250.00	Pending approval	412

Vendor	Name	CK RUN	Invoice	PO	Invoice Amt	Status	Dept
5675	OHIO VALLEY AV	032024	SV2044	20242323	265.00	Pending approval	438
6354	KRAMER ENTERPRISES,	032024	26868	20242699	281.01	Pending approval	422
8228	MEDICOUNT MANAGEMENT	032024	193015	20242584	294.50	Pending approval	438
8228	MEDICOUNT MANAGEMENT	032024	193024	20242585	294.50	Pending approval	438
52	DAYTON POWER & LIGHT	032024	2783549885Feb24	20236167	301.24	Pending approval	470
8151	K & M TIRE INC	032024	15267006	20242561	302.72	Pending approval	422
516	SILCO FIRE PROTECTIO	032024	1131992	20236256	304.32	Pending approval	470
516	SILCO FIRE PROTECTIO	032024	1131993	20237213	304.32	Pending approval	470
6354	KRAMER ENTERPRISES,	032024	41091	20242374	330.60	Pending approval	422
8151	K & M TIRE INC	032024	15262112	20242637	365.00	Pending approval	422
3629	VISA	3/20/24	1688Mar2024-2	20237723	387.70	Pending approval	412
5713	GRAINGER	032024	9050562850	20237476	391.05	Pending approval	470
5713	GRAINGER	032024	9045551984	20236181	410.93	Pending approval	470
833	VERIZON WIRELESS GRE	032024	9957988864	20242645	446.05	Pending approval	404
4420	AT&T	032024	419R01040703E	20240438	447.39	Pending approval	438
4420	AT&T	032024	419R01038103E	20240438	447.39	Pending approval	438
1320	OCCUPATIONAL HEALTH	032024	37637	20242682	466.00	Pending approval	420
8697	ODP BUSINESS SOLUTIO	032024	353039241001	20242664	477.01	Pending approval	420
779	W. W. GRAINGER	32024	9045049021	20242449	483.23	Pending approval	414
999	GALLS, LLC	032024	027199942	20240472	511.17	Pending approval	438
8832	PRIME CONSTRUCTION M	032024	22465-11-06 Final	20242731	540.00	Pending approval	422
833	VERIZON WIRELESS GRE	32024	9957988858	20241522	547.03	Pending approval	414
272	MERCY MEMORIAL HOSPI	032024	193008	20240403	553.39	Pending approval	438
1747	THE COMPUTER WORKSHO	032024	72444	20237883	579.00	Pending approval	404
516	SILCO FIRE PROTECTIO	032024	1131975	20236257	608.64	Pending approval	470
516	SILCO FIRE PROTECTIO	032024	1131974	20237213	608.64	Pending approval	470
516	SILCO FIRE PROTECTIO	032024	1131980	20237213	608.64	Pending approval	470
516	SILCO FIRE PROTECTIO	032024	1131981	20237213	608.64	Pending approval	470
239	CAPITOL COPY INC	032024	INV835930,177,178	20242670	631.65	Pending approval	420
9240	SUPERIOR BUILDING SE	032024	6791	20240643	650.00	Pending approval	470
5713	GRAINGER	032024	9050562835	20237476	673.62	Pending approval	470
108	MCAULIFFE'S INC	032024	402644	20240061	755.90	Pending approval	418
833	VERIZON WIRELESS GRE	032024	Bldg9958020298	20241476	767.31	Pending approval	422
5713	GRAINGER	032024	9048610217	20237476	774.76	Pending approval	470
2245	RICHWOOD BANKING VIS	032024	Eng Feb24	20242607	790.49	Pending approval	422
2844	PRIORITY DISPATCH	032024	SIN361291	20241413	796.00	Pending approval	438
1123	ZANDER PEST CONTROL	032024	43589,590,591,592	20242668	820.00	Pending approval	420
52	DAYTON POWER & LIGHT	032024	7537040566Feb24	20236167	829.60	Pending approval	470
3629	VISA	3/20/24	1688Mar2024-1	20237723	849.00	Pending approval	412
3832	DEMCO	032024	7443740	20237461	854.99	Pending approval	412
1581	IAEM	032024	221737	20242639	965.00	Pending approval	472
1581	IAEM	032024	221738	20242639	965.00	Pending approval	472
177	UNION RURAL ELECTRIC	032024	MOps Feb24	20242571	976.41	Pending approval	422
7406	AMAZON CAPITAL	032024	1N4Y-YKTT-NYL1	20237472	978.72	Pending approval	470
9497	THE HOUSE OF SAMUEL,	032024	10007	20242677	1,045.00	Pending approval	420
9500	SAFEX, INC	3/20/24	March2024	20242321	1,050.58	Pending approval	412

Vendor	Name	CK RUN	Invoice	PO	Invoice Amt	Status	Dept
8832	PRIME CONSTRUCTION M	032024	22465-11-05	20242733	1,080.00	Pending approval	422
2245	RICHWOOD BANKING VIS	032024	3189 Feb 2024	20240059	1,088.04	Pending approval	418
1127	QUILL CORPORATION	031924	37398908	20240621	1,244.36	Pending approval	410
2245	RICHWOOD BANKING VIS	032024	MOps Feb24	20242605	1,251.07	Pending approval	422
35	BOB CHAPMAN FORD INC	032024	82882	20240485	1,352.71	Pending approval	438
1293	DELL MARKETING LP	032024	10736559679	20242635	1,385.81	Pending approval	422
516	SILCO FIRE PROTECTIO	032024	1131996	20236257	1,521.72	Pending approval	470
516	SILCO FIRE PROTECTIO	032024	1131998	20242209	1,521.72	Pending approval	470
1010	JOHNSON, MATTHEW	032024	02.2024 FC	20242667	1,550.00	Pending approval	420
8832	PRIME CONSTRUCTION M	032024	22465-11-04	20242732	1,731.50	Pending approval	422
7222	FLEWELLING, ERIC	032024	02.2024 FC	20242666	1,808.60	Pending approval	420
9240	SUPERIOR BUILDING SE	032024	6792	20240643	1,960.00	Pending approval	470
2245	RICHWOOD BANKING VIS	032024	032124	20242642	1,973.90	Pending approval	404
52	DAYTON POWER & LIGHT	032024	9043365616Feb24	20236168	2,248.23	Pending approval	470
9090	HD SUPPLY INC	032024	INV00274076	20242715	2,315.01	Pending approval	422
516	SILCO FIRE PROTECTIO	032024	1131982	20237567	2,434.80	Pending approval	470
516	SILCO FIRE PROTECTIO	032024	1131983	20237567	2,434.80	Pending approval	470
552	TREASURER STATE OH (	032024	Feb24	20241478	2,540.52	Pending approval	422
451	SMART OIL COMPANY	032024	100787	20242381	2,775.00	Pending approval	422
8517	ARDENT PROPERTY MGMT	032024	1	20242651	2,839.06	Pending approval	420
8982	CONNECT PARENT CORPO	032024	302449884Mar24	20236772	3,043.37	Pending approval	470
9074	WOOD GODWIN, PENNY S	032024	2.2024 Job & Family	20242678	3,262.00	Pending approval	420
52	DAYTON POWER & LIGHT	032024	6077319325Feb24	20236168	3,332.45	Pending approval	470
1212	TREASURER STATE OH (	032024	0427607-IN	20240441	3,504.75	Pending approval	438
5035	LEE'S ROOFING & SPOU	032024	18533	20242606	3,520.00	Pending approval	470
52	DAYTON POWER & LIGHT	032024	4923131934Feb24	20236167	3,681.09	Pending approval	470
9859	TYLER TECHNOLOGIES I	032024	130-144880	20234702	3,944.00	Pending approval	412
9859	TYLER TECHNOLOGIES I	032024	130-1448808	20234775	3,944.00	Pending approval	438
1921	NATIONAL YOUTH ADV	032024	2.2024 SS	20242673	4,231.39	Pending approval	420
1873	PARR PUBLIC SAFETY E	032024	INV100182B	20240671	4,374.61	Pending approval	438
1873	PARR PUBLIC SAFETY E	032024	INV100182	20240670	4,374.61	Pending approval	438
516	SILCO FIRE PROTECTIO	032024	1131972	20242209	5,173.92	Pending approval	470
516	SILCO FIRE PROTECTIO	032024	1131973	20242209	5,173.92	Pending approval	470
516	SILCO FIRE PROTECTIO	032024	1131978	20242209	5,478.24	Pending approval	470
516	SILCO FIRE PROTECTIO	032024	1131979	20242209	5,478.24	Pending approval	470
516	SILCO FIRE PROTECTIO	032024	1131976	20236256	5,782.56	Pending approval	470
516	SILCO FIRE PROTECTIO	032024	1131977	20236257		Pending approval	470
5799	HERITAGE COOPERATIVE	032024	Feb24	20242558		Pending approval	422
371	WARNER'S LIQUID WAST	032024	ENV252	20241467		Pending approval	422
451	SMART OIL COMPANY	032024	100788	20242381		Pending approval	422
2004	FISHEL DOWNEY ALBRE	032024	161	20240451		Pending approval	438
1108	CARGILL INC	032024	2909303612	20242634		Pending approval	422
1973	VILLAGE NETWORK	032024	0324-1237	20242676		Pending approval	420
516	SILCO FIRE PROTECTIO	032024	1131970	20242209		Pending approval	470
516	SILCO FIRE PROTECTIO	032024	1131970	20242209		Pending approval	470
210	SILCO FINE FROTEGIO	032024		20272603	277	Pending approval	

Vendor	Name	CK RUN	Invoice	PO	Invoice Amt	Status	Dept
9213	ROETZEL AND ANDRESS	032024	1446338	20238003	12,250.00	Pending approval	412
8271	LUTHERAN HOMES	032024	0000035620	20242665	13,166.00	Pending approval	420
8832	PRIME CONSTRUCTION M	032024	22465-12-05	20242573	13,218.50	Pending approval	422
8293	MCELROY, RANDY	032024	1429	20241073	13,680.00	Pending approval	470
1108	CARGILL INC	032024	2909308729	20242634	14,462.23	Pending approval	422
525	ADRIEL SCHOOL INC	032024	2.2024; 7 invoices	20242679	14,830.00	Pending approval	420
1108	CARGILL INC	032024	2909284629	20242557	15,865.35	Pending approval	422
9341	ALLWELL BEHAVIORAL H	032024	4267	20242672	24,650.00	Pending approval	420

1istrator 3/18/2024

\* \* \*

## **ADMINISTRATOR ACTION NO. 24-37A:**

## **Transfer of Appropriations and/or Funds**

County Administrator William Narducci approved the following transfers of appropriations and/or funds:

JOURNAL	LINE	ENTRY DATE	MAT SHOW DESC	JINE EFF DATE	AMD STATUS	JNL CLERK	ORG	OBJECT	PROJECT	COMMENT	DTL EFF DATE	DR/CR	AMOUNT
621	1	03/13/2024	FacLife	03/13/2024	Pending approval	Letitia	04701000	510305		Life Ins New Rates	03/13/2024	D	1,171.00
621	2	03/13/2024	FacLife	03/13/2024	Pending approval	Letitia	04701000	510320		Life Ins New Rates	03/13/2024	1	1,171.00
		ADD'L DESC: F	Realign current app	ropriations from	medical to life. Faci	lities							
JOURNAL	LINE	ENTRY DATE	JNL SHORT DESC	JNL EFF DATE	AMD STATUS	JNL CLERK	ORG	OBJECT	PROJECT	COMMENT	DTL EFF DATE	DR/CR	AMOUNT
633	1	03/14/2024	TreasLife	03/14/2024	Pending approval	Letitia	04400000	510225		Life ins rate increase	03/14/2024	D	75.00
633	2	03/14/2024	TreasLife	03/14/2024	Pending approval	Letitia	04400000	510320		Life ins rate increase	03/14/2024	.1.	75.00
633	3	03/14/2024	TreasLife	03/14/2024	Pending approval	Letitia	11044000	510310		Life ins rate increase	03/14/2024	D	71.00
033	3												
633	4	03/14/2024	TreasLife	03/14/2024	Pending approval	Letitia	11044000	510320		Life ins rate increase	03/14/2024	1	71.00
		03/14/2024		A POST AND A CONTROL OF	Pending approval WC & Dental to Life					Life ins rate increase	03/14/2024	1	71.00
	4	03/14/2024 ADD'L DESC: F		A POST AND A CONTROL OF	WC & Dental to Life		GF & DTAC		PROJECT	Life ins rate increase  COMMENT	200*00*00	DR/CR	71.00
633	4	03/14/2024 ADD'L DESC: F	Realign current app	ropriations from	WC & Dental to Life	e Treasurer	GF & DTAC		PROJECT		DTL EFF DATE	DR/CR	
633	4 LINE	03/14/2024  ADD'L DESC: I	Realign current app JNL SHORT DESC life ins	JNL EFF DATE 03/15/2024	WC & Dental to Life	e Treasurer	GF & DTAC	OBJECT	PROJECT	COMMENT	DTL EFF DATE 03/15/2024		AMOUNT
633 JOURNAL 693	LINE	03/14/2024  ADD'L DESC: F  ENTRY DATE  03/15/2024	Realign current app JNL SHORT DESC life ins life ins	70 priations from JNL EFF DATE 03/15/2024 03/15/2024	WC & Dental to Life AMD STATUS Pending approval	JNL CLERK Susan Ch	GF & DTAC ORG 04263100	<b>OBJECT</b> 510100	PROJECT	COMMENT adjust bdgt for life insu	03/15/2024 03/15/2024		AMOUNT 1,043.00

Administrator 3/20/2024

		TR	ANSFER FORM				
	Wednesday (Due to the Audito	or by noon Monday)	02/08/20	204			
Depa	artment: Engineer		Date: 03/08/20	124			
	RES	SOLUTION RE: TR	DLUTION RE: TRANSFER OF FUNDS				
	tion was made by		and seconded by				
	prove the following transfer (s)		0.000				
Fron	n: B&D Fund	65142208 Org Number	Residential Plumbing Object Name	Exp	530383 Object Number	Project Number	
To:	Health Dept	9010H051	Residential Plumbing	Rev	438007	Project Humber	
	Fund Name	Org Number	Object Name	1104	Object Number	Project Number	
		Amount: \$	1,450.00		100		
Fron	n: B&D Fund	65142208	Commercial Plumbing	Ехр	530381		
	Ford Name	Org Number	Object Name	-	Object Number	Project Number	
To:	Health Dept	9010H051	Commercial Plumbing	Rev	438008	-	
	Fund Name	Org Number	Object Name 490,00		Object Number	Project Number	
	74	Amount: \$	400.00				
Fron			4.4	Ехр			
	Fund Name	Org Number	Object Name		Object Number	Project Number	
To:	Fend Name	On Physika	Object Name	Rev	Object Number	Project Number	
	Pond Name	Org Number Amount: \$	Object Name		Object Number	r regest reamper	
		Amount 4					
Fron			-	Exp			
_	Fund Name	Org Mumber	Object Name	420.60	Object Number	Project Number	
To:	Fund Name	Org Number	Cb(ect Name	Rev	Object Number .	Project Number	
	T the Property	Amount: \$					
	on for Request: ng fees for February 2024						
			Approved by Adminis	trator	WAN		
Roll	all vote resulted as follows:		Steve Ro				
cc;	Auditor		Dave Lav	Burke wrence			
				100000	c.J. 308	P	
REQL	JESTER ACKNOWLEDGEMENT	: I have reviewed to	he above-referenced accoun	Date:			
	priations are available, and fre						
					all	1/-6	
	revised 12/28/2022		Auditor's	Office	Approval XX	3/5/24	
					7		

	_Wednesday (Due to the Auditor t	oy noon Monday)				
Depa	artment: Mental Health &	Recovery Bo	ard Date: March	18,	2024	
	RESC	DLUTION RE: TR	ANSFER OF FUNDS			
	tion was made by prove the following transfer (s):		and seconded by			
	n: Mental Health & Recovery Board	310MH200	Contract Services	Ехр	530100	
To:	General Fund Name	Org Number 04380000	Sheriff's Fees	Rev	Object Number 420104	Project Number
	Fund Name	Org Number Amount: \$	22.50		Object Number	Project Number
From	Tund Name	Org Number	Object Name	Exp	Object Number	Project Number
To:	7 (113 143113			Rev	**************************************	
	Fund Name	Org Number Amount: \$	Object Name		Object Number	Project Number
From	1:Fund Name	Org Number	Object Name	Ехр	Object Number	Project Number
To:	Fund Name	Org Number	COJECT NAME	Rev	o ogodi i ramadi	
170	Fund Name	Org Number Amount: \$	Object Name	8	Object Number	Project Number
From				Exp		Project Number
To:	Fund Name	Org Number	Object Name	Rev	Object Number	Project Number
	Fund Name	Org Number Amount: \$	Object Name		Object Number	Project Number
Reaso	on for Request: urse the cruiser fee for transporting a	a patient to Columbus 5	Springs East, 2085 Citygate Dri	ve, Colu	mbus, Ohio on Sunday,	March 17, 2024.
Deputy	Tim Johnson and Deputy Jerry Werling co #2024-44					
			Approved by Adminis	strator	-WAN	
Roll c	all vote resulted as follows:		Steve Ro Dave Dave Lav	Burke		5
				Date		4
REQU	JESTER ACKNOWLEDGEMENT: priations are available, and free	I have reviewed the of prior encumbrant	ne above-referenced account ces (including blanket purch	nts and nase or	have verified that ders):	

		TRAI	NSFER FORM						
-	_Wednesday (Due to the Auditor	by noon Monday)							
Depa	artment: Mental Health ar	nd Recovery Board	Date:_Marc	h 18,	2024				
	RESOLUTION RE: TRANSFER OF FUNDS								
	tion was made by prove the following transfer (s):		and seconded by _	nded by					
	: Mental Health & Recovery Board	310MH200	Contracts/Agencies	Ехр	530100				
To:	General Fund Name	Org Number 04380000	Object Name Sheriff's Fees	Rev	Object Number 420104	Project Number			
	Fund Name	Org Number Amount: \$	Object Name 15.00	_	Object Number	Project Number			
From				Exp					
To:	Fund Name	Org Number	Object Name	Rev	Object Number	Project Number			
	Fund Name	Org Number Amount: \$	Object Name		Object Number	Project Number			
From				Ехр					
To:	Fund Name	Org Number	Object Name	Rev	Object Number	Project Number			
	Fund Name	Org Number Amount: \$	Object Name		Object Number	Project Number			
From	1:		WHO (2/ 00 H)	Exp					
To:	Fund Name	Org Number	Object Name	Rev	Object Number	Project Number			
	Fund Name	Org Number Amount: \$	Object Name	. —	Object Number	Project Number			
	on for Request: urse the cruiser fee for transporting	a nationt to Dublin Springs	s 7625 Hospital Drive Dub	lin Ohio	43016 on Friday, March	15 2024			
Deputy	Pete Lenhardt completed the transport #2924-43	p Protection of Control	and the plant of the party of			771 272 4			
			Approved by Admin	istrator	WAN	_			
Roll ca	all vote resulted as follows:		Steve R	obinson e Burke	-				
CC	Auditor		Dave La	wrence	c.J. 208L	1			
	ESTER ACKNOWLEDGEMENT:			nts and I	3-20-24 have verified that				
аррго	priations are avallable, and free	or prior encomprances	i including blanket purc	nase oro	Average and a second				
	rowsed 12/28/2022		Auditor	e Office /	HR 03/18/	24			

#### **ADMINISTRATOR ACTION NO. 24-38A:**

## **Approval of Capital Equipment Requests - Sheriff**

County Administrator William Narducci approved the following Capital Equipment Requisitions:

equisition	Entry Date	Description	Amount	Status	Vendor Name	De	epartment
24002857	03/14/2024	Equipment for New 8049 from Uninstalled 8029	2,299.00	Released	PARR PUBLIC SAFETY EQUIPMENT	438	Sheriff
24002852	03/14/2024	Win 11 Pro Tablets, Qty 8	25,897.20	Released .	LAW AND ORDER TECHNOLOGY	438	Sheriff
24002864	03/14/2024	Equipment/Supplies for new 8023 from old 8031	2,299.00	Released	PARR PUBLIC SAFETY EQUIPMENT	438	Sheriff
24002866	03/14/2024	Equipment/Supplies for new 804	2,299.00	Released	PARR PUBLIC SAFETY EQUIPMENT	438	Sheriff
		Administrator	3-20-2				

- \* County Administrator William Narducci provided the following updates:
  - The Japan Ministry of Land, Infrastructure, Transport, and Tourism visit to Marysville that Mr. Phillips spoke of went well. Mr. Narducci stated that he was able to attend a portion, along with several end user companies. Kyle Hoyng gave them a tour of the SMART intersection at Fifth and Main Streets. This was an opportunity to show off the area and attract companies. They toured some places in Columbus also.
  - He is still contacting attorneys concerning the solar partnership with the townships. They should hear back from the OPSB by the end of this month in regard to completion of the application for the project and after that, there will be a 30 day window to respond.
  - Mr. Gray stated that he has seen two responses from Richwood Solar for information requested by OPSB. It does not change the schedule.
  - Commissioner Burke asked if there is a way to assist Mr. Warner in learning how to participate in the process.
  - Mr. Gray stated that many people have submitted public comment and he has seen those messages come through the OPSB. Those comments have been documented. He does not know if Mr. Warner has already done this.
  - Mr. Narducci stated that he will provide information to anyone contacting the office on the procedure for submitting public comment.
  - The property appraisal in the Coleman's Crossing area is ongoing.
  - Two annual dinners are scheduled for April 25<sup>th</sup>. One is a JASCO event at COSI, for which the Office of Economic Development will have a table. Mr. Narducci stated that usually he and one commissioner attend that event. The second event that evening is the annual Chamber of Commerce dinner, which also involves the Office of Economic Development. He will speak with Mr. Phillips and Marysville City Manager Terry Emery about how their staff are covering both events. He asked the board to let him know if they are interested in attending either event.
  - Commissioner Burke stated that he will attend the JASCO event.

\* \* \*

<sup>\*</sup>Assistant County Prosecutor Thayne Gray had no report.

\* \* \*

- \*Assistant County Administrator/Budget Officer Letitia Rayl provided the following updates:
  - Facilities Manager, Jimmie Inskeep, is receiving inquiries regarding April 8<sup>th</sup> and if any offices will be closed due to the solar eclipse. Ms. Rayl stated that it is her understanding that the commissioners are not closing the building that day, understanding that the independent authorities can do what they want with their offices. It is not just the event itself, but the amount of anticipated traffic. They could be seeing two to three times the amount of regular traffic, which could impact the roadways and hinder emergency response time. Some school districts are cancelling classes and some will have remote learning that day.
  - Commissioner Robinson stated that the office will not be closed that day.
  - Ms. Rayl stated that she will send out an email to the elected officials so that Mr. Inskeep will know how to respond to inquiries.
  - Mr. Narducci stated that the City of Marysville is closing their offices to the public at 1:00 p.m. on April 8<sup>th</sup>.

\* \* \*

\*Clerk to the Board of Commissioners Sara Early had no report.

\* \* \*

- \*Commissioner David A. Lawrence provided the following update:
  - The Chamber of Commerce Executive Committee met last week.

\* \* \*

Commissioner Dave Burke had no report.

\* \* \*

Commissioner Steve Robinson provided the following updates:

- He attended the LUC Regional Planning Commission meeting last week. There is a white paper that has come out with the thought of trying to pass a zoning referendum on housing zoning statewide. He did not see it, but the LUCRPC board was presented a protest letter and they requested that the word protest be omitted and the word opposed used instead.
- Mr. Narducci stated that The Montrose Group, LLC, was hired by the BIA to do an analysis and one of the recommendations was to make the standard for referendum higher or eliminating completely. The white paper was from the BIA.
- Commissioner Robinson stated that Brad Bodenmiller, Director/LUCRPC, will be attending
  session in the future and presenting a resolution for consideration indicating that the
  commissioners do not support elimination of township zoning or elimination of the zoning
  referendum, if they so approve.
- Mr. Narducci stated that Mr. Bodenmiller will be at session March 27<sup>th</sup>.

\*Jeff Stauch, Engineer; Dean Otworth, Project Engineer; Adam Schultz, REHS, Director of Environmental Health; Wyatt J. Marshall, REHS, Deputy Director of Environmental Health; and Dr. Jason Orcena, Health Commissioner, arrived at the meeting at this time.

\* \* \*

- \*Engineer's Office Updates In attendance were Jeff Stauch, Engineer; and Dean Otworth, Project Engineer:
  - Mr. Narducci asked Mr. Stauch if his office will be putting the signage together for the Abraham Depp Elementary School.
  - Mr. Stauch stated that his office is helping get the resolutions in place through the state in coordination with Jerome Township Administrator Brandon Stanley. They are laying out the spacing and working with the school. His office will make sure the signage is placed and then contract with Dublin City Schools to take care of costs.
  - Mr. Otworth stated that the plan moving forward is that the engineer's office will do the maintenance and Dublin City Schools will reimburse the engineer.
  - Mr. Stauch stated that they met with the contractors last week concerning the Industrial Parkway/Mitchell Dewitt roundabout project. Most of the utilities are moved out, but they need to work out a couple of details with the City of Marysville on the waterline. A preconstruction meeting is scheduled for April 17<sup>th</sup> and they will have the contractor's schedule just prior to that date. A June 10<sup>th</sup> start date is anticipated with completion in mid-August. Landscaping will be done in the fall. They hope to have everything open prior to the start of school. At the very end of the project, they will do the landscaping and punch list. The area will be closed to traffic during the project, which will save approximately \$400,000 in costs because it will make the project go quicker. The closure will have an impact on traffic, but will make things safer in addition to the cost savings. His office will put out a couple of message boards in the corridor at least two weeks prior to the closure. They will be able to keep the cost down with landscaping. There is a landscaper that is taking care of one of the roundabouts for free by Costco and he will help with this project also and do some work for free.
  - Commissioner Burke stated that some businesses have rights to roundabouts for signage and lighting and in return take care of the maintenance.

\*Sam Cronk, Chief Building Official, arrived at this time and Mr. Otworth left the meeting at this time.

- Mr. Stauch stated that his staff has been attending eclipse planning meetings in coordination with the EMA. Depending on the weather, they may bring their employees to work early that day to respond to any necessary road closures or things of that nature. His offices will be open.
- His office is working on grant applications for bridges.
- Office Administrator Jessica Cain, has been working with Ms. Early on bid dates for annual projects such as aggregate and concrete, guardrail, paving, and pavement striping, and for a traffic signal at Warner and Industrial Parkway for the road widening.
- The finishing touches are being put on the Annual Report. They are trying to condense it.
- They will be getting the county road map draft soon.
- Josh Holtschulte is working with Brad Gilbert on the tornado damage assessment mapping.
- The Cadence Solar RUMA items are still being worked on by his office and Mr. Gray. Once his office is comfortable with their draft, they will send the draft to Liberty and York Townships for their input.

- The Hyland Croy project is back underway. They are dropping off their second commitment payment of \$1.2 million to Dublin today or tomorrow. Mr. Stauch thanked the commissioners for their contribution as well.
- Regarding road and bridge maintenance, they will not have access to liquid asphalt for their tanks
  until early April. They will catch up on pothole patching then. They are also preparing the
  schedule for internal bridge replacements.
- Final loads of salt are being taken out to make room.
- His crews are hauling #8's stone.
- His office is embarking on their annual township meetings and they will be working with the townships on estimates and roadwork.
- Commissioner Robinson asked about the progress on the Mill Creek Waterway Improvement Project.
- Mr. Stauch stated that the drone flights are done. The person who did them has to come back and get one more little section. All 33 miles of the main channel are done, but the final product has not been completed. He put some snippets of the footage on YouTube channels for the engineer's office to review. He is putting together the coordinates so it can be used on the plans. Once he has the finished product, the team will be able to utilize it.
- Mr. Narducci asked if this will help update the estimate.
- Mr. Stauch stated that it would. The numbers have changed and the footage will be a part of it. He has talked to all of the various state environmental agencies and taken their comments into consideration. Mr. Otworth asked the Army Corps of Engineers for a waiver on the permit, which will save time and money if granted. Regardless, they will still do what is required by the EPA and ODNR. They need answers before the second hearing can be scheduled. All of the agencies said this is a good project for habitat as logjams create terrible habitats. There are things that will have to be done to protect the wetlands and areas of mussel concentration that might have to be built into the specs. They are working on the specs and plans so that they can put all things together for assessments.
- Commissioner Robinson stated that the board's concern is that the bid and contract award occur in a timely manner so that the funds can be allocated.
- Mr. Stauch stated that they were hoping to do it in March, but they received challenges at the first hearing. They would like to have as many answers to those questions as possible for the second hearing. They will learn a lot when they put it out to bid. They will probably have a pre-bid meeting when they get to that point and they could do an addendum, if necessary.
- Commissioner Robinson stated that he would like to attend the pre-bid meeting when it is scheduled.

\* \* \*

- \*Proposed Swimming Pool and Radon Regulations Update In attendance were Sam Cronk, Chief Building Official; Jeff Stauch, Engineer; Dr. Jason Orcena, Health Commissioner; Adam Schultz, REHS, Director of Environmental Health; and Wyatt J. Marshall, REHS, Deputy Director of Environmental Health:
- Mr. Cronk referred to the electronic copies and hard copies of proposed and existing pool codes, and radon requirements that he previously provided to the commissioners. He received a follow up request to provide what similar counties and jurisdictions do. He provided a handout of the requirements for pool and radon by county. Including Union County, there are five counties out of fifteen that require full plan review and approval for pools. Union County and the City of Dublin are

looking at radon requirements because there is a large presence of radon in this part of the state.

## Requirements for Pool and Radon

County/Municipality	Pool	Radon
Delaware County	Full Plan Review	Does not require
Dublin City	Full Plan Review	Requires passive system
Champaign County	MEP work only	Does not require
Fairfield County	No Building Dept	No Building Dept
Harding County	No Building Dept	No Building Dept
Hilliard City	MEP work only	Does not require
Lancaster City	Full Plan Review	Does not require
Licking County	MEP work only	Does not require
Logan County	MEP work only	Does not require
Madison County (West Jeff)	MEP work only	Does not require
Marion County	No Building Dept	No Building Dept
New Albany	MEP work only	Does not require
Pickaway County	MEP work only	Does not require
Upper Arlington	Full Plan Review	Does not require

- Mr. Cronk stated that he invited the health department to come this morning and speak to the radon. He stated that he would like to omit the requirement for radon testing as they actually have construction testing. The City of Dublin requires a passive radon system. The State of Ohio states that buildings have rights without any additional work to go forward with a project. If an existing pool is expanded or an addition is added to a home, the existing portion does not have to be compliant with the code. A great deal of work in the county is on existing structures. The swimming pool document is more robust and Mr. Cronk stated that he would like to use the modern codes. From previous conversations and from the amount of regulations they have in place now, adding additional testing for radon will not really provide any additional benefit.
- Commissioner Burke asked if there is any grandfathering pertaining to radon requirements.
- Mr. Cronk stated that the State of Ohio, for both residential and commercial buildings, determined that essentially building structures have rights to exist. So whatever has been approved in the past is what they try to adhere to as much as possible. The building department received a call from an individual installing a pool liner and the pool contractor informed him that by current code, he should have duel main drains for the anti-entrapment faction. They explained to the contractor that is true by current code, however, the property was built prior to the installation of his pool and there was no obligation for him to do so. If he wished to do so, he could. The way the code is written, additions and alterations apply to the current code for the extent of that alteration. If someone puts an addition on their home, the addition has to be compliant. That is one of the mainstays he pushes really hard. A lot of work people do are to existing structures so he will work really hard on training his team how to address that. Swimming pools are the same concept. Part of the robustness of the swimming pool regulations includes extensive definitions to apply and they also deal specifically with how you will build a deck adjacent to a pool. Right now they are trying to combine the public codes. It will only apply to residential because commercial has its own set of standards. He would like to use the modern codes because it considers new information, technology and testing.

- Commissioner Burke asked the health department if they had any objections.
- Dr. Orcena stated that he would defer to Mr. Cronk. What he described sounds very reasonable.
- Mr. Cronk stated that they are being hamstrung by antiquated documents and it would be better to adopt new codes. He stated that he will work with Jessica Cain to create the document for the board to consider. He does want to eliminate testing requirements of the radon for selling and construction of a home.
- Dr. Orcena stated that the health department does not have anything to do with the creation of the document because it is outside of the purview of their code. Their interest is in the role radon plays in bronchus cancers in the county. They did a testing program for several years because central Ohio is in a high radon area. When they looked at testing results for homeowners, which was strictly voluntary, 1,800 tests were sent out and half came back with action levels well above threshold. Many of those owners implemented radon mitigation systems and when they were retested, all of them came back below the action level and worked quite well. They believe this is good evidence to believe this was a good process regardless of whether passive or active systems are used. Radon is the number one cause of lung and bronchus cancers, and is the number one cause of mortality in this county. They will continue providing education on radon, and continue to promote testing.
- Commissioner Lawrence asked the definition of action levels and radon mitigation systems.
- Dr. Orcena stated that a radon mitigation system catches radon particles in charcoal. Radon is decaying uranium. Anything above 4 is an action level, but no amount is good. Mitigation systems basically exchange the air that is coming up from the ground and transfer it out of the house.
- Mr. Cronk stated that they basically put a pipe below grade in the slab and place plastic overlapping it, which they tape. After that, they pour the concrete, seal the cracks and vent it above the roofline. One of the requirements under the current and proposed is that they provide an electrical circuit in a central location to the attic so they can install the vent or fan.
- Dr. Orcena stated that you test in the most livable area of the house. He had a system installed that cost approximately \$1,100 in 2012, to retrofit onto their existing sump pump. The fan runs 24 hours a day and a pipe comes out of the top of the house.
- Mr. Cronk stated that he wants to allow time before implementation, once approved by the commissioners, to talk to contractors and provide training. ICC has offered to come in and train pool contractors.

\* \* \*

<sup>\*</sup>Commissioner Robinson adjourned the meeting at 10:50 a.m.

The preceding minutes were read and approved March 27, 2024.

Digitally signed by Steve Robinson DN: cn=Steve Robinson, o=Union County, ou=Commissioner, email=searly@unioncountyohio.gov, c=US Date: 2024.03,27 09:5346 -04'00' Adobe Acrobat version: 2020.005.30574

Steve Robinson Commissioner

Digitally signed by David Burke
DN: cn=David Burke, o=Union
County, ou=Commissioner,
email=searly@unioncountyohio.g
ov, c=US
Date: 2024.03.27 09:53:18 -04'00'
Adobe Acroba version:
2020.005.30574

Dave Burke Commissioner

Satra Ranly or AA

Digitally signed by Sara Early
DN: cn=Sara Early, o=Union County
Commissioners, ou=Clerk,
email=searly@unioncountyohio.go
v, c=US

v, c=US Date: 2024.03.27 09:52:55 -04'00' Adobe Acrobat version: 2020.005.30574

Sara Early, Clerk to the Board

## VOLUME 2024 PAGE 959

## UNION COUNTY COMMISSIONERS JOURNAL 2024 March 27, 2024

The Union County Commissioners met in regular session this 27<sup>th</sup> day of March, 2024, with the following members present:

Steve Robinson, President Dave Burke, Commissioner William Narducci, County Administrator Letitia Rayl, Assistant County Administrator/Budget Officer Sara Early, Clerk to the Board

\* \* \*

\*Commissioner Robinson called the meeting to order at 8:30 a.m.

\* \* \*

\* Thayne Gray, Assistant Prosecuting Attorney; Brad Bodenmiller, Director/LUC Regional Planning Commission; Jeff Robinson, Leesburg Township Trustee; Keith Engel, Resident; and Mike Williamson, Marysville Journal Tribune, were in attendance.

\* \* \*

\*Old Business: None.

\* \* \*

#### **RESOLUTION NO. 24-157:**

# A Resolution of the Board of Union County Commissioners Opposing Elimination of Township Zoning and/or Elimination of the Zoning Referendum – Commissioners

Mr. Bodenmiller stated that a white paper was published by the BIA of Central Ohio recommending changes to state law eliminating zoning referendums and township zoning, with the thought that the LUCRPC, commissioners, or the state would absorb the township zoning. He has spoken with all of the townships in Logan, Champaign and Union Counties and they do not want this. Mr. Bodenmiller requested that the board pass this resolution in solidarity with the townships.

Commissioner Robinson stated that the LUC Regional Planning Commission has already passed this.

Commissioner Burke asked if there is any real interest from the general assembly to change this.

Mr. Bodenmiller stated that it sounds like it might not, but constituents are requesting action to show their opposition. Once he has all of the resolutions collected, he will package them and send them to the state.

The Board of County Commissioners approved the following resolution:

## RESOLUTION NO. 24-157:

## A RESOLUTION OF THE BOARD OF UNION COUNTY COMMISSIONERS OPPOSING ELIMINATION OF TOWNSHIP ZONING AND/OR ELIMINATION OF THE ZONING REFERENDUM

WHEREAS, 13 of 14 townships utilize township zoning in Union County and the population—according to the 2020 Decennial Census—of all unincorporated communities totaled 28,602; and,

WHEREAS, 6 of 7 incorporated communities within Union County are zoned and the population—according to the 2020 Decennial Census—of all incorporated areas was 34,182; and,

WHEREAS, a number of qualified voters (eight percent of the total cast for governor in the most recent general election) residing in the unincorporated area of each township or part thereof may petition the Board of County Commissioners to proceed with county rural zoning; and,

WHEREAS, no such petition has been received to the knowledge of this Board and this Board affirms that no township in this County has county rural zoning; and,

WHEREAS, LUC Regional Planning Commission, (hereafter referred to as LUC), was formed 56 years ago, founded by the local governments as they cooperated with the Governor's Office and the Department of Development, to create a Regional Plan to prepare the Region for the establishment of the Transportation Research Center and to attract an automobile manufacturer which today is Honda; and,

WHEREAS, the Regional Plan included model zoning text and model subdivision regulations along with administrative manuals and forms to foster the successful implementation of land use planning in the Region; and,

WHEREAS, there is a high level of participation in planning and zoning in the Region because each local government must appoint residents to serve as planning commission and board of zoning appeals members (190 total individuals across Union County) and these officials have access to LUC's professional planning staff for advice and assistance; and,

WHEREAS, the three (3) counties contribute 56.3% of LUC's membership dues, 41 townships contribute 22.9% of LUC's membership dues, and 22 municipalities contribute 20.8% of LUC's membership dues and these membership dues are voluntary; and,

WHEREAS, LUC provides training for zoning commissions and trustees, boards of zoning appeals, fiscal officers, zoning inspectors and representatives from each township; and,

WHEREAS, LUC has coordinated and authored each of the three most recent county comprehensive plans and each plan involved a public survey, community leader interviews, a steering committee, subcommittees of subject matter experts, and a public comment period; and,

WHEREAS, LUC fulfills the role of the county and regional planning commission for each of the three counties in its Region, required by statute to provide a professional recommendation on all township zoning amendments within the Region; and,

WHEREAS, LUC reviewed a total of 123 township zoning text amendments and 96 township zoning parcel amendments (rezonings) comprising 6,384 acres between 2014-2023; and,

WHEREAS, approximately 69 or 56.1% of those zoning text amendment reviews were for townships in Union County; and,

WHEREAS, LUC staff attended 625 township hearings/meetings between 2014-2023 and 235 (38%) of those were in Union County townships; and,

WHEREAS, LUC is the subdividing authority in each county and between 2014-2023 reviewed 191 plats, approved 2,718 new lots across 1,966 acres, and Union County was regularly ranked the second fastest-growing county in the State; and,

WHEREAS, each local township association across Logan-Union-Champaign Counties opposes the elimination of township zoning and the elimination of the zoning referendum in solidarity with the Ohio Township Association (OTA).

## NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF UNION COUNTY, OHIO:

SECTION 1: The model used by local governments in the LUC Region, utilizing the State and regional planning commission (LUC) as **partners** in township zoning, has been a story of success with significant local, statewide, and national economic impact.

**SECTION 2:** This Board believes it is neither in the interest of the public health or safety, nor does this Board believe it is in the interest of the public convenience, comfort, prosperity, or general welfare to eliminate township zoning and/or eliminate the zoning referendum.

**SECTION 3:** This Board believes it is neither sound planning practice, nor does this Board believe it is good zoning practice to disenfranchise township zoning officials and residents through the elimination of township zoning and/or the zoning referendum.

**SECTION 4:** This Board neither supports the elimination of township zoning, nor does this Board support the elimination of the zoning referendum.

A motion was made by	Steve Kobinson	and seconded by
Dave Burke	to adopt this Reso	olution and was carried by the
following vote:		
	BOARD OF	COUNTY COMMISSIONERS
		UNION COUNTY, OHIO:
	800	
	Mr. Dave Burke, Member	Yea Nay Absent
	Wir. Dave Burke, Member	
		Yea Nay Absent
	Mr. David A. Lawrence, Vice	
	1+ Del	
	Mr. Steve Robinson, Preside	Yea Nay Absent
	WII. Steve Robinson, Freside	iit
	Adopted this 27th d	av of March , 20 24.
	Adopted this 21 da	ay of
Approved as to Form:		
71 X	0	
Thayne Gray 3/	27/2024	
Assistant Prosecuting A	ttorney	

A motion was made by Steve Robinson and seconded by Dave Burke to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea

\* \* \*

Keith Engel read the following statement into the record:

I read the article in the Marysville Journal Tribune last week in regards to some individuals opposition to the use of public tax dollars in order to seek legal representation in the matter of the proposed Samsung Richwood Solar project. I would like to remind the commissioners that per the Ohio Power siting board site

 Local governments in the project area have automatic right to intervention, but must notify the Board of their intention to intervene. Legal counsel is required.

This means in order for the county to exercise their right to have a say in regards to these projects they MUST engage legal counsel. As has been stated in previous meetings not all Solar developers have worked in good faith with the county to ensure that issues and concerns by the local community have been addressed and resolved. Unfortunately due to a small portion of our community choosing to bring utility scale solar to our area, the county is being forced to spend tax payer dollars on legal counsel to ensure that the county is being represented in the power siting boards certification process for this proposed development in our county.

With that being said I would like to commend the commissioners on choosing to intervene in this matter, regardless of their decisions to support or oppose the project. The duties of the commissioners is to represent the community in order to help establish protections of the local community including things such as setbacks, aesthetics, damage to surrounding properties, damage to our roads, and for the general safety and welfare of the community. It is my opinion that in order to give the best representation possible legal representation with expertise in the matters of utility scale energy developments should be utilized. I do not feel that the county prosecutor's office has the expertise in these matters as this is not a common situation that they may encounter. This is not to diminish our faith in the prosecutor's office to perform their duties, but instead acknowledges that this is not something that should be expected to be part of their normal duties and therefore may not be an area in which they have expertise.

Furthermore, it is my understanding that the county commissioners are looking at seeking joint legal representation with the local townships where this project is proposed. I feel that this shows responsible utilization of the county tax dollars as you are not seeking duplicate representation if your positions are aligned. As has been stated in previous meetings not all Solar developers have worked in good faith with the county to ensure that issues and concerns by the local community have been addressed and resolved.

In closing I received notice of a filing on Friday March 22, 2024 by the staff of the Ohio Power Siting Board that appears to indicate that the application by Samsung Renewables in the matter of the Richwood Solar project has been deemed complete and Samsung can proceed with paying their application fees and moving forward with notifying the affected parties. This means that the deadlines to complete things such as the naming of adhoc voting members and filing motions to indicate you are exercising your right to intervene in the case are going to be coming up very quickly. I would like to encourage the board to be cognizant of those deadlines to ensure they do not miss anything.

\* \* \*

Trustee Robinson echoed Mr. Engel's comments. He stated that on January 24<sup>th</sup>, there was a meeting discussing obtaining legal counsel in the solar matter. He asked the status of the search.

Mr. Narducci stated that they are still looking for legal representation. He has a call this afternoon with a potential attorney who has represented another community on solar matters. The attorney they initially

reached out to is no longer taking these types of cases. That was his initial call and that attorney has worked with them on previous solar matters. He is going through a list of attorneys and they have two strong candidates. By tomorrow, there should be a better handle on whether there are outside conflicts.

Trustee Robinson asked Mr. Narducci to keep the townships abreast because they are all asking questions. Claibourne Township Trustee Dustin Converse will be the townships' ad hoc member. Trustee Converse has reached out to the prosecutor's office.

Mr. Narducci stated that he was texting Mr. Converse yesterday, who indicated that he would be sending something to the prosecutor's office, but that had not been done yet.

Mr. Gray stated that he did not speak to Mr. Converse yesterday.

Mr. Narducci stated that based on the notice from OPSB, they have until April 21<sup>st</sup> to select ad hoc members and the deadline to enter as intervenor has not been set yet, but they will be getting that deadline in the future.

Mr. Gray stated that Richwood Solar was directed to serve copies of the certified application upon appropriate government officials and public agencies. In this regard, the officials are to be informed in writing that if they wish to intervene in the proceedings, they must file a notice of intervention with the Ohio Power Siting Board within thirty days of being served a copy of the application. Richwood Solar must also file proof of service with the OPSB. Upon completion of those requirements, Richwood Solar will be notified of the date and location of the public hearing. He would expect service to be done relatively soon. Procedurally, it might happen differently than Cadence and Acciona.

Trustee Robinson asked that each township be contacted via Joe Wiley of Claibourne Township, Beth Marshall of Taylor Township; and himself on behalf of Leesburg Township. He reiterated that he appreciates Mr. Engel's comments and thinks they are valid.

Commissioner Robinson stated that the board is not doing anything differently for this project than they have for the others. They had an attorney for those projects also.

\*Mr. Bodenmiller left the meeting at this time.

\* \* \*

#### **RESOLUTION NO. 24-158:**

#### Approve the Minutes from the March 20, 2024, Meeting – Commissioners

The Board of County Commissioners approved the minutes from the March 20, 2024, meeting.

A motion was made by Steve Robinson and seconded by Dave Burke to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea

#### **RESOLUTION NO. 24-159:**

## County Property Disposal Form - Law Library

The Board of County Commissioners approved the following county property disposal form:

	County Property Disposal Form
Department Submitting:	Law Library
Equipment Designation Options	(1) Destroy/Recycle, (2) Public Auction, (3) Sale, (4) Trade, (5) *Transferred to other County Dept.
*If the item is being transferred	please complete the "New Location" column with the name of the Department that is receiving the

Tag#	Short Description of Equipment	Disposition #	<b>New Location</b>	Date	Est. Value
27126	OptiPlex 7060 Computer	1		03/20/24	\$0
23162	Desktop Monitor	1		03/20/24	\$0
23163	Desktop Monitor	1		03/20/24	\$0
		_		_	
				+	_
				+	
		1 1		+	1
				1	

(Signature of Submitter)

A motion was made by Dave Burke and seconded by Steve Robinson to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea

## VOLUME 2024 PAGE 966

## UNION COUNTY COMMISSIONERS JOURNAL 2024 March 27, 2024

#### **RESOLUTION NO. 24-160:**

#### Reappointments to the Union County Transportation Improvement District (UCTID)

The Board of County Commissioners reappoints the following individuals to the Union County Transportation Improvement District for terms commencing May 1, 2024 and ending April 30, 2026:

- · Jeff Stauch, Union County Engineer
- · Eric Phillips, Union County Economic Development Director
- · Terry Emery, Marysville City Manager
- · Keith Conroy, Millcreek Township, Trustee
- · William Narducci, Union County Administrator

A motion was made by Dave Burke and seconded by Steve Robinson to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea

\* \* \*

(This portion of the page intentionally left blank.)

## **RESOLUTION NO. 24-161:**

## **Transfers of Appropriations and/or Funds**

The Board of County Commissioners approved the following transfers of appropriations and/or funds:

		TR	ANSFER FORM			
	_Wednesday (Due to the Audito		Date: 03/19/20	24		
		RESOLUTION RE: TRANSFER OF FUNDS Leve Burke				
19-00-9	: Children Services	36542008 Org Number	Contract Services	Ехр	530100 Object Number	Project Number
To:	Public Assistance	35008008 Ong Number Amount: \$	Local Object Name 308,272.84	Rev	450106 Object Number	Project Number
From	: Child Support	36342008 Org Number	Contract Services Object Name	Ехр	530100 Object Number	Project Number
To:	Public Assistance Fund Name	35008008 Org Number Amount: \$	Local  Object Name 42,727.91	Rev	450106 Object Number	Project Number
From	UCATS Fund Name	36044508 Org Number 35008008	Contract Services	Ехр	530100 Object Number 450106	Project Number
To:	Public Assistance Fund Name	Org Number Amount: \$	Object Name 34,132.33	Rev	Object Number	Project Number
From	Sr Serv Sales Tax Fund Name Public Assistance	36906708 Org Number 35008008	Contract Services Object Name Local	Exp	530100 Object Number 450106	Project Number
	Fund Neme	Org Number Amount: \$	36,507.50		Object Number	Project Number
	on for Request: 1 - 12/2023 Shared costs PCSA					
10/2023	- 12/2023 Sharred Code CSEA - 12/2023 Sharred Code UCATS - 12/2023 Sharred Code UCSS					
Roll c	all vote resulted as follows:		Approved by Adminis		No Ad	
cc:	Auditor		Dave La	wrence	c.J. 903	- 94
REQL	JESTER ACKNOWLEDGEMENT priations are available, and fre	T: I have reviewed to se of prior encumbran	he above-referenced account ces (including blanket purch	Date its and ase or	have verified that	<b>-</b> 2
	revised 12/28/2022		Auditor's	Office	Approval The 3	21104

		I	RANSFE	RFORM			
_	Wednesday (Due to	the Auditor by noon Me	onday)				
	Department:	Commissioners			ATE:	3/20/2024	
		/ RESOLUTION	RE: TR	ANSFER OF FU	JNDS	0	1 1
A mo	tion was made by	10. 0.		and second		hue T	urke
	prove the following tra	nsfer (s):		and accome	ou by	0000	
Fron	n: Cap Infra	40541200		Trans Out	Ехр	568001	N/A
To:	General	Org Number 04120000		Object Name	Pour	Object Number 466001	Project Number N/A
10.	Fund Name	Org Number	-	Trans In Object Name	Rev	Object Number	Project Number
		Amount:	\$	139,350.00			
Fron	n:						
	Fund Name	Org Number		Object Name	_	Object Number	Project Number
To:			_				
	Fund Name	Org Number		Object Name		Object Number	Project Number
		Amount:	_				
Fron	Tund Name	Org Number		Object Name	_	Object Number	Project Number
To:	rund Name	Org Number		Object Name		Coject Number	Project Number
10.	Fund Name	Org Number		Object Name	_	Object Number	Project Number
		Amount:					
Fron	n:						
	Fund Name	Org Number		Object Name	_	Object Number	Project Number
To:					_		B-11-111-1-1-1
	Fund Name	Org Number  Amount:		Object Name		Object Number	Project Number
		Amount.					
Reas	on for Request:						
	AMIC Support 2024	(Res 21-232)					
			App	proved by Adminis	strator	91	
Poll	all vote resulted as fol	lows:		Steve Rob	dneon	10 Pole	
ron c	an vote resolted as lot	iows.			Burke	77-1100	
cc:	Auditor			Dave Law			
						7.876.8 1.000	
					Date:	3.92.94	70
REQL	ESTER ACKNOWLED	GE I have reviewed th	ne above-re	ferenced account	s and h	ave verified that	1
appro	priations are available	, and free of prior en	cumbrance	s (including blank	ket purc	hase orders):	LR

Revised 12-28-22

Auditor's Office Approval 4 3/21/24

Depa	rtment: Human Services	<u> </u>	Date: 03/18/2024			_
A mot	1	SOLUTION RE: THE	RANSFER OF FUNDS	a	re Buske	
226	: Public Assistance Fund Name General Fund Name	35001508 Ong Number 04701024 Ong Number Amount: \$	Contract Services Object Name Rent&Lease-Real Est Object Name 53,719.50	Exp	530100 Object Number 416001 Object Number	Project Numbe
From To:	Public Assistance Fund Name General Fund Name	35001508 Ong Number 04120000 Ong Number Amount: \$	Contract Services Object Name Cost Allocation Object Name 28,448.50	Exp Rev	530100 Object Number 420116 Object Number	Project Number
From To:	Child Support Fund Name General Fund Name	36342008 Org Number 04120000 Org Number Amount: \$	Contract Services Object Name Cost Allocation Object Name 3,329.87	Exp	530100 Object Number 420116 Object Number	Project Numbe
From To:	Fund Name	Org Number Org Number Amount: \$	Object Name	Exp Rev	Object Number Object Number	Project Number
	n for Request: location Plan (CAP) 10/2023-12/2023 related	bursement to the general fun				
Roll ca	all vote resulted as follows:		Approved by Adminis Steve Rob Dave Dave Law	lnson Burke	c.s. 302	
	ESTER ACKNOWLEDGEMENT	. I have envioused the	ne above-referenced account	Date:	3.27.24	-

revised 12/28/2022

Auditor's Office Approval 47 3 3444

TRANSFER FORM

Depai	rtment: Commissioners			Date:	3/20/202	3
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	rove the following transfer (s)		and seconded t	y /	my Dus-	
			02000000	and the second	10000001	2007
From	Stabilization Fund Name	13541200 Org Number	Trans Out Object Name	Exp	568001 Object Number	N/A Project Number
_			3/10.		20	Ø.,
To:	General	04120000	Trans In	Rev	466001	N/A
	Fund Name	Org Number	Object Name		Object Number	Project Number
		Amount:	\$ 275,573.17			
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	Fund Name	Org Number	Object Name	-	Object Number	Project Number
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		Amount:				
Dannan	for Request:	- Month Received	2024 Tax Repayment			
Keason	2024 Sales Tax Repament Re		90,604.12			
	Jan - Mar 2024 Actual	Feb	94,448.05			
		Mar	90,521.00	_		
		Apr	A			
		May	Approved by Adminis	trator		
Roll cal	I vote resulted as follows:	June	Steve Rob	Inson	10 Pol	en
		July	Dave		1.00	
		Aug	Dave	Durke .	0	-
oc:	Auditor	Sept	Dave Law	rence		
		Nov			c.J. 203	icl.
		Dec		Date:	3.27.24	
		100000000000000000000000000000000000000			20101	7.
		TOTAL	275,573.17			

A motion was made by Steve Robinson and seconded by Dave Burke to approve this resolution and was carried by the following vote:

Auditor's Office Approval 2 3 2 24

appropriations are available, and free of prior encumbrances (including blanket purchase orders):

Revised 12-28-22

- \* County Administrator William Narducci provided the following updates:
  - Following up on his earlier comments, notification from the OPSB that they approved the Richwood Solar application was received on Friday. He will continue to coordinate with townships on legal counsel.
  - In approximately September or October of last year, there was a discussion regarding aggregation. The county was contacted by another firm outside of Palmer Energy Company and CCAO and he advised them that the county has a relationship with Palmer. This company would provide the same services as Palmer if the county wants to pursue that.
  - Mr. Gray stated that the filing deadline would be in August for the November election.
  - Mr. Narducci stated that in addition to having the discussions and making the decision, there will be questions from the community and education will be needed.

\*Ginger Yonak, Director/Human Resources, arrived at this time.

- Mr. Narducci stated that they could reach out to Palmer and have them come back in to meet with the commissioners.
- Commissioner Burke stated that this would lower people's electric bills.
- Mr. Narducci stated that it will only be offered for residential and small commercial properties. Any URE customers would not be eligible.

\* \* \*

#### **RESOLUTION NO. 24-162:**

#### **Commissioners' Office Personnel Actions - Commissioners**

The Board of County Commissioners approved the following personnel actions presented by Ginger Yonak:

#### March 27, 2024

#### COMMISSIONERS' OFFICE PERSONNEL ACTIONS

**Facilities Department** 

Custodian

Teresa Andrews (Appointment) - Effective April 1, 2024

**HR Department** 

**Human Resources Assistant** 

Mackenzie Lee (Appointment) – Effective April 10, 2024

Facilities Department

Maintenance Technician 2

Perry Barnett (Resignation) - Effective February 23, 2024

Ms. Yonak requested that the board approve the appointment of Teresa Andrews, who has a background in commercial cleaning; the resignation of Perry Barnett, who resigned in February; and the appointment of Mackenzie Lee, who has an associate degree in human resources and has a great deal of customer service experience. Also, interviews will be starting for the assistant clerk position and that process is ongoing. There will be five or six interviews. Ms. Yonak requested that the board approve the personnel agenda.

A motion was made by Dave Burke and seconded by Steve Robinson to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea

\* \* \*

\*Ms. Yonak left the meeting at this time.

\* \* \*

- \*Assistant County Prosecutor Thayne Gray provided the following update:
  - He received notification of the application approval of Richwood solar on March 22<sup>nd</sup>.

\* \* \*

\*Assistant County Administrator/Budget Officer Letitia Rayl had no report.

\* \* \*

- \*Clerk to the Board of Commissioners Sara Early provided the following updates:
  - Notification was received from Wayne Dellinger, CCA/OSU Extension, that OSU Extension, FSA, NRCS, and SWCD will all be either working remotely or not in the office on April 8<sup>th</sup>.
  - Notification was received from Dale Bartow, Executive Director/Union County Veterans Service Commission & Office, that their office will be closed on April 8<sup>th</sup>. With the possibility of traffic congestion in the county, clients and/or employees will not be able to get to the office or leave the office for hours. The transportation of veterans from the county to the VA Hospitals and Clinic locations on this day will be totally hindered. Once the transportation vans are out in the outlying county areas, it may be hard to move around the county to pick up clients and get them to their appointments on time. If they are able to leave the county, reentry will also be hindered. In proximity to their office, the large parking lot will also be a gathering place for spectators.

\* \* \*

Commissioner Dave Burke had no report.

\* \* \*

Commissioner Steve Robinson had no report.

\* \* \*

- \*Commissioner Robinson recessed the meeting at 8:57 a.m.
- \*Jeff Stauch, Engineer, arrived at the meeting at this time.
- \*Trustee Robinson and Mr. Engel left the meeting at this time.
- \*Commissioner Robinson reconvened the meeting at 9:00 a.m.

\* \* \*

#### **RESOLUTION NO. 24-163:**

#### Approval of Mitchell Highland, Section 5 Performance Bond – Engineer

The Board of County Commissioners approved the following:

County Engineer **Environmental Engineer Building Department** 

233 W. Sixth Street Marysville, Ohio 43040 P 937, 645, 3018 F 937, 645, 3161

www.unioncountyohio.gov/engineer

Marysville Operations Facility

16400 County Home Road Marysville, Ohio 43040 P 937, 645, 3017 F 937, 645, 3111

Richwood Outpost

190 Beatty Avenue

Richwood, Ohio 43344

Public Service with integrity

March 21, 2024

To: Union County Commissioners

From: Luke Sutton, Union County Engineer's Office Re: Mitchell Highlands, Section 5 Performance Bond

In accordance with Section 326 of the Union County Subdivision Regulations, the County Prosecutor's Office has had the opportunity to review the attached Performance Bond Reference No. PB00209600528 from Philadelphia Insurance Companies, dated March 12, 2024.

This bond is hereby submitted for your approval, as guarantee for the installation of the remainder of construction improvements for the referenced portion of this subdivision.

Attest

Union County Prosecuting Attorney

Thayne D. Gray

Thayne D. Gray, Asst. Pros. Atty.

Signature

March 21, 2024

Date



BOND # PB00209600528

#### SUBDIVISION BOND

KNOW ALL MEN BY THESE PRESENTS: That Rockford Homes, Inc., as Principal (hereinafter called the Principal) and Philadelphia Indemnity Insurance Company, a corporation organized and existing under the laws of the State of Pennsylvania and authorized to transact surety business in the State of Ohio, as Surety (hereinafter called the Surety) are held and firmly bound to Board of Union County Commissioners (hereinafter called the Obligee) in the Penal Sum of Six Hundred Sixty-Three Thousand Three Hundred Thirty-Eight and 00/100 Dollars (\$663,338.00) for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE OBLIGATION IS SUCH THAT: The above named Principal has entered into an agreement, dated \_\_\_\_\_\_, with the Obligee to do and perform Work, to wit:

#### Mitchell Highlands Section 5

WHEREAS: If the above-bounden Principal shall well and truly perform the work referred to in such agreement, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER: That this bond is subject to the following conditions:

- The Penal Sum amount of this Bond shall not increase, absent Surety's written
  consent, regardless of any changes, alterations, or modifications to the underlying
  documents. The aggregate liability of the surety is limited to the penal sum stated
  herein regardless of the number or amount of claims brought against this bond and
  regardless of the number of years this bond remains in force.
- In no event shall the Surety be liable for fines, penalties, liquidated damages, or forfeitures assessed against the Principal.
- No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless same be brought or instituted upon the Surety within one (1) year from Principal default or termination.
- No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrator or successors of Obligee.

Internal Use

If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this bond and as described in any underlying documents, then the terms of this bond shall prevail.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney in Fact this 12th day of March, 2024.

(seal)

PRINCIPAL:

Rockford Homes, Inc.

(print name & title)

SURETY:

Philadelphia Indemnity Insurance Company

ANS L. LADUOS, DIRECTOR YL

Shelley M. Kuhn Attorney-in-Fact

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#### PHILADELPHIA INDEMNITY INSURANCE COMPANY One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Michael Ward, Michael James, Denise Nelson, Debarah L. Williams, Stephanic McQuillen, Julieann Johnston, and Sheltev M. Kuha of Huntington Insurance, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$150,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemsity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, he if

FURTHER RESOLVED:

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by Bessimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



(Seal)

Jehn Glomb, President & CEO
Siladelphia Indemnity Insurance Company

On this 5<sup>th</sup> day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly swom said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Domonweiß of Panoghreila - Neisry Seel Vanesse Mctanzio, Notary Public Montgoreary Cauny My commission expres November 3, 2024 Cernitission sumber 1560354 Notary Public: Vanessa McKenzie

residing at: Bala Cynwyd, PA

My commission expires: November 3, 2024

I, Edward Seyago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5° day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 12th day of March 2024

1927

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

A motion was made by Dave Burke and seconded by Steve Robinson to approve this Resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea

\* \* \*

#### **RESOLUTION NO. 24-164:**

## Approve the Road Improvements in York Township (Clear Brush in Right-of-Way) - Engineer

The Board of County Commissioners approved the following resolution:

#### RESOLUTION

## To The Union County Engineer

Road Number	Road Section	Road Name	Description of Work	Estimated Cos
		Township roads in York Twp	Clear brush in right of way	\$ 1,207.69
		1		
			)	\$ 1,207.69
BRV	the Union	REFORE, we hereby approve the a County Engineer to undertake and Ruzsmoved and		ounty Engineer and the adoption of this
BRU0	the Union	County Engineer to undertake and Av ZSmoved and	DY CHRESTERN seconded	
BRV0	the Union	County Engineer to undertake and  Av ZSmoved and	perform the above work.  DDV CHRESTERN seconded  W	
authorize	the Union	County Engineer to undertake and  Avzsmoved and	perform the above work.  JDV CHRESTER seconded  YES  YES	
BRU0	the Union	County Engineer to undertake and  Avzsmoved and	perform the above work.  JDV CHRESTER seconded  YES  YES	
BRUG BRUG esolution.	the Union	County Engineer to undertake and  Av ZSmoved and	yes  Yes  Yes	

A motion was made by Dave Burke and seconded by Steve Robinson to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea

\* \* \*

#### **RESOLUTION NO. 24-165:**

## <u>Authorizing the Union County Engineer to Prepare the Necessary Contract Documents and to</u> Advertise for Bids for the 2024 Hot Mix Resurfacing Program – Engineer

The Board of County Commissioners approved the Union County Engineer's request to prepare the necessary contract documents and to advertise for the 2024 Hot Mix Resurfacing Program:

UNION COUNTY ENGINEER

County Engineer Environmental Engineer 233 W. Sixth Street

Marysville, Ohio 43040 P 937, 645, 3021 F 937, 645, 3161

www.unioncountyohio.gov/engineer

Building Department 233 W. Sixth Street

233 W. Sixth Street Marysville, Ohio 43040 P 937, 645, 3018 Marysville Operations Facility

16400 County Home Road Marysville, Ohio 43040 P 937, 645, 3017 F 937, 645, 3111

Richwood Outpost 190 Beatty Avenue Richwood, Ohio 43344

Public Service with integrity

Department: Engineer's Department

Date: March 19, 2024

RESOLUTION RE: Request to advertise the bid opening of 2024 Hot Mix Resurfacing Program

A motion was made by

and seconded by

to authorize the Union County Engineer to prepare the necessary contract documents and to advertise for bids for the 2024 Hot Mix Resurfacing Program. Bids shall be accepted until 9:30 am and shall be opened and read aloud immediately thereafter on Wednesday, May 8, 2024.

A roll call vote resulted as follows:

Dave Burke,

Dave Lawrence.

Steve Robinson,

(Construction Contract)

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## UNION COUNTY COMMISSIONERS JOURNAL 2024 March 27, 2024

Commissioner Burke asked if this is cost stabilized.

Mr. Stauch stated that he did not think so. They will have a large program and a big part of this is the Cadence Solar RUMA. There is a meeting on Friday and there will be a couple of major improvements, but he is waiting for the final submission. If it is going to be on the bid program this year, they will need to make a decision. It can be prepared after the fact, but he would not anticipate that.

A motion was made by Dave Burke and seconded by Steve Robinson to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea

\* \* \*

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#### **RESOLUTION NO. 24-166:**

#### <u>Approve Pioneer Crossing, Phase 3 – Maintenance Bond – Engineer</u>

The Board of County Commissioners approved the following:



County Engineer
Environmental Engineer
Building Department
233 W. Sixth Street
Marysville, Ohio 43040
P 937, 645, 3018
F 937, 645, 3161
www.unioncountyohio.gov/engineer

Marysville Operations Facility 16400 County Home Road

16400 County Home Road Marysville, Ohio 43040 P 937, 645, 3017 F 937, 645, 3111

Richwood Outpost 190 Beatty Avenue

190 Beatty Avenue Richwood, Ohio 43344

Public Service with integrity

# **MEMO**

March 20, 2024

To: Union County Commissioners

From: Luke Sutton, Union County Engineer's Office Re: Pioneer Crossing, Phase 3 – Maintenance Bond

In accordance with Section 326 and 330 of the Union County Subdivision Regulations, the County Prosecutor's Office has had the opportunity to review the Performance Bond 59BSBIQ5169 from Hartford Fire Insurance Company, dated September 17, 2021 and replaced by Maintenance Bond 59BSBJD9681 dated March 12, 2024 for the maintenance period of the subdivision. This Bond will remain in place for the entire Maintenance period of the subdivision.

This surety is hereby submitted for your approval, as surety for the maintenance period, by the subdivider of all required improvements in the subdivision, until final acceptance at the end of the guarantee period.

Attest

Union County Prosecuting Attorney

Thayne D. Gray State of the Property of the Pr

Thayne D. Gray, Asst. Pros. Atty. March 20, 2024

Signature Date

Bond No. 59BSBJD9681

#### MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS, That we, Pulte Homes of Ohio LLC of 475 Metro Place South, Suite 200, Dublin OH 43017 as Principal, and Hartford Fire Insurance Company, a corporation organized under the laws of the State of Connecticut and duly authorized to do business in the State of Ohio, as Surety, are held and firmly bound unto Union County, 233 West 6th St, Marysville OH 43040, as obligee, in the penal sum of EIGHTY FOUR THOUSAND FIVE HUNDRED THIRTY NINE AND 60/100 (\$84,539.60) to which payment well and truly to be made we bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the Principal entered into a Contract with Union County for maintenance associated with Pioneer Crossing Phase 3, community.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall guarantee that the work will be free of any defective materials or workmanship which became apparent or exist during the period of twenty four (24) months from the date of this instrument, then this obligation shall be void, otherwise to remain in full force and effect provided however, any additional warranty or guarantee whether expressed or implied is extended by the Principal or Obligee only, and the Surety assumes no liability for such a guarantee.

Signed and sealed this 12th day of March 2024.

Principal  Principal	LLC	
A DATE OF THE STATE OF THE STAT		
SEE AT	TACHED	
Gregory S. Rives, Assi	stant Treasurer	
Hartford Fire Insuran	ce Company	
Surety		
-		
(m	The same	
Jereon Polk, Attorne	v-in-Fact	

executed this _	DAM day of March	, 2024.	
	Pulte Homes of Ohio, LLC		
PRINCIPAL			
SI	Star		
BY. Gregory'S	. Rives, Assistant Treasurer		
Notary Attache	<b>a</b>		

STATE OF GEORGIA)

COUNTY OF COBB)

) ss.

T JESSICA MASK Notary Public - State of Georgia Cobb County My Commission Expires Feb 21, 2026

This record was acknowledged before me on March 12, 2024 appeared Gregory S. Rives, Pulte Homes of Ohio, LLC, who provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.

Signature of Notary Public

T. JESSICA MASK

Notary Public State of Georgia

My Commission Expires: February 21, 2026

# POWER OF ATTORNEY

Direct Inquiries/Claims to: THE HARTFORD BOND, T-11 One Hartford Plaza Hartford, Connecticut 96155 Bond.Claims@thehartford.com call: 888-266-3488 or fax: 860-757-5835

NOW ALL PERSONS BY THESE PRESENTS THAT:	Agency Name:	USI	INSURANCE	SERVICES	LLC
	Agangu Cada				

	rigency code: 55 500100	
x	Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut	
X	Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana	
	Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut	
	Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut	
	Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana	
	Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois	
	Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana	
	Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida	
dea thair i	home office in Unificed Connecting & Bearington wheattank or found to us the Connection of the bearing and appropriate	-

rtford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Matthew Erra, Jeremy Polk of PHOENIX, Arizona

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by [2], and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins, Assistant Secretary

Joelle L'LaPierre, Assistant Vice President

STATE OF FLORIDA ss. Lake Mary COUNTY OF SEMINOLE

On this 20th day of May, 2021, before me personally came Joelle LaPlorre, to me known, who being by me duly swom, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of March 12, Signed and sealed in Lake Mary, Florida.



Keith D. Dozois, Assistant Vice President

A motion was made by Dave Burke and seconded by Steve Robinson to approve this resolution and was carried by the following vote:

#### **RESOLUTION NO. 24-167:**

# <u>Authorize the Union County Engineer to Prepare the Necessary Specifications and to Advertise the Quotes for the Purchase of Asphalt Materials for Union County – Engineer</u>

The Board of County Commissioners approved the Union County Engineer's request to prepare the necessary specifications and to advertise the quotes for the purchase of asphalt materials for Union County:



County Engineer Environmental Engineer 233 W. Sixth Street Marysville, Ohio 43040 P 937, 645, 3021 F 937, 645, 3161

www.unioncountyohio.gov/engineer

Building Department 233 W. Sixth Street Marysville, Ohio 43040 P 937, 645, 3018 Marysville Operations Facility 16400 County Home Road Marysville, Ohio 43040 P 937, 645, 3017 F 937, 645, 3111

Richwood Outpost 190 Beatty Avenue Richwood, Ohio 43344

Public Service with integrity

Department: Engineering

Date: March 19, 2024

RESOLUTION RE: Quotations for 2024 Asphalt Materials for Union County

A motion was made by

and seconded by

to authorize the Union County Engineer to prepare the necessary specifications and to advertise for quotes for the purchase of

Asphalt Materials for Union County.

Bids shall be accepted until 9:30 am and shall be opened and read immediately thereafter on Wednesday, April 17, 2024.

A roll call vote resulted as follows:

Dave Burke,

Dave Lawrence,

Steve Robinson,

(Equipment/Materials Purchase)

C.J. 2024 Date 3-27-2024

A motion was made by Dave Burke and seconded by Steve Robinson to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea

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#### UNION COUNTY COMMISSIONERS JOURNAL 2024 March 27, 2024

\* \* \*

#### **RESOLUTION NO. 24-168:**

# **2024** Union County Precast Bid Awards – The Crawford Construction Company and Mack Industries, Inc. – Engineer

The Board of County Commissioners approved the recommendation of the Union County Engineer and waived all informalities and awarded the bid as follows:



County Engineer Environmental Engineer Building Department

233 W. Sixth Street
Marysville, Ohio 43040
P 937. 645. 3018
F 937. 645. 3161
www.unioncountyohio.gov/engineer

Marysville Operations Facility

16400 County Home Road Marysville, Ohio 43040 P 937, 645, 3017 F 937, 645, 3111

Richwood Outpost 190 Beatty Avenue Richwood, Ohio 43344

Public Service with integrity

#### MEMO

TO: Board of Commissioners

FROM: Jeff Stauch

DATE: March 20, 2024

SUBJECT: 2024 Union County Precast Bids Received March 13, 2024.

We have reviewed the referenced bids. The above referenced bid tabulation is attached.

All bids were signed and contained proper surety. I recommend that any informalities be waived, and the bids be awarded to:

The Crawford Construction Company, in the amount of \$146,600.00 for proposal CR 129E-3.238 Wolford-Maskill Road - 10 beams – B21-36 x 50' 0";

Mack Industries, Inc., in the amount of \$58,320.00 for proposal TR 130-0.980 Amrine-Wood Road - 60 linear feet of 14' x 5' 4 sided box culvert;

Mack Industries, Inc., in the amount of \$60,606.00 for proposal CR 67C-3.092 Streng Road - 63 linear feet of 12' x 8' 4 sided box culvert;

Mack Industries, Inc., in the amount of \$32,208.00 for proposal TR 218B-1.461 Patrick-Brush Run Road - 48 linear feet of 10' x 4' 4 sided box culvert;

Mack Industries, Inc., in the amount of \$26,016.00 for proposal TR 141-0.610 Cradler-Turner Road - 48 linear feet of 8' x 5' 4 sided box culvert

ACTION OF THE PROPERTY OF THE	2024 UN	Unofficial BID TABULATION 2024 UNI PRECAST CONCRETE BOX CULVERTS/BOX BEAMS Opens March 13, 2024 @ 9:30 a.m.	JLVERTS/BOX BEAMS 9:30 a.m.		
Сотрапу Мате	Proposal Amount for CR 129E-3.238 Wolford-Maskill Road 10 beams - E21-36 x 50* 0*	Proposal Amount for TR 130-0.980 Amine-Wood Road 60 linear feet of 14' x 5' 4 sided box culvert	Proposal Amount for CR 67C-3.092 Streng Road 63 linear feet of 12' x 8' 4 sided box culvert	Proposal Amount for TR 218B-1.461 Patrick Brush Run Road 48 linear feet of 10" x 4" 4 sided box culvert	Proposal Amount for TR 141-0.610 Cradior-Turner Road 48 linear feet of 8" x 5" 4 sided box culvert
Alan Stone Company P.O. Box 186 Williamstown, WV 26187	\$152,000.00	\$72,000.00	\$45,050.00	\$44,160.00	\$35,040.00
Mack Industries, Inc 201 Columbia Rd Valley City, OH 44280	pig oN	\$58,320.00	\$60,506.00	\$32,208.00	\$26,016.00
The Crawford Construction Company 782 Charles Street Gallon, OH 44833	\$148,600.00	\$76,552.00	\$68,600.00	\$47,600.00	\$43,000.00
Proflex Construction and Supplies, LLC 308 Abion Ave. Circinnati, OH 45246	\$180,374.00	\$92,900.00	\$97,124.00	\$56,529.00	\$47,908.00

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### UNION COUNTY COMMISSIONERS JOURNAL 2024 March 27, 2024

Mr. Stauch stated that the precast units seem to have stabilized. There is one supplier for all the box culverts and one for the beams. By splitting the award, it saves a considerable amount of money.

A motion was made by Dave Burke and seconded by Steve Robinson to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Dave Burke, Yea

\* \* \*

Mr. Stauch stated that AEP needs access to a transmission line site in Jerome Township. One of the haul route roads would be in the Mitchell Dewitt township section. He has reviewed the agreement. Mr. Gray has notified Jerome Township Administrator Brandon Standley of the information. The township will be signing off and have the ability to comment on the agreement as well. They are doing the same thing on the Cadence road use agreement because a couple of townships are involved. If he hears any comments from the trustees, he will notify the board.

\* \* \*

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### **ADMINISTRATOR ACTION NO. 24-39A:**

# **Payment of Bills**

County Administrator William Narducci approved the payment of regular purchase order bills and the "then and now" bills submitted for the week of March 25, 2024:

Vendor	Name	CK RUN	Invoice	PO	Invoice Amt	Status	Dept
6717	STATE INDUSTRIAL PRO	032724	903280712 2 of 2	20236196	0.54	Pending approval	470
1822	CONTINENTAL UTILITY	032724	R19728	20242770	3.60	Pending approval	422
9016	PITNEY BOWES BANK	032724	2024 Postage initial	20242825	10.00	Pending approval	420
583	SHERWIN WILLIAMS	032724	2488-8	20237289	10.64	Pending approval	470
1127	QUILL CORPORATION	032724	37771572	20237878	14.95	Pending approval	412
108	MCAULIFFE'S INC	032724	402892	20240459	15.98	Pending approval	438
6354	KRAMER ENTERPRISES,	032724	42419	20241465	16.18	Pending approval	422
1127	QUILL CORPORATION	032724	37570680	20237308	18.00	Pending approval	426
3960	SOUTHERN COMPUTER WA	032024	802614	20242229	19.94	Pending approval	414
38	CITY OF MARYSVILLE	032724	49044360163Feb24	20236159	23.00	Pending approval	470
8686	H&S INVESTMENT HOLDI	032724	74980	20242865	23.50	Pending approval	422
9389	KUKLINSKI, ERIC	032724	travel 2/26-3/5	20242862	28.00	Pending approval	420
1127	QUILL CORPORATION	032024	37591692	20241532	29.18	Pending approval	414
1414	TREASURER STATE OH	032024	24RC02530	20242765	30.00	Pending approval	414
1522	CENTURYLINK	032724	Mar-Apr 24 Toll Free	20242827	30.34	Pending approval	420
2119	GORDON FLESCH COMPAN	032724	IN14610628	20240474	31.00	Pending approval	438
1127	QUILL CORPORATION	032724	37544905	20237308	33.30	Pending approval	426
521	MASI	032724	4120331	20241461	35.55	Pending approval	422
1873	PARR PUBLIC SAFETY E	032724	INV100528	20240597	37.50	Pending approval	438
7406	AMAZON CAPITAL	032724	1J1T-QT44-ML94	20242768	38.61	Pending approval	422
128	MEMORIAL HOSPITAL UN	032724	02232024-02	20242454	40.00	Pending approval	418
1380	UCO INDUSTRIES	032724	21659	20241065	40.00	Pending approval	470
7406	AMAZON CAPITAL	3/27/24	1GY7-XWQV-VGFQ	20242756	43.97	Pending approval	412
95	NAPA AUTO PARTS INC	032724	4376-914828	20236191	44.39	Pending approval	470
1127	QUILL CORPORATION	32624	37540517	20237494	45.59	Pending approval	440
6354	KRAMER ENTERPRISES,	032724	42421	20240747	46.84	Pending approval	470
6354	KRAMER ENTERPRISES,	032724	43747	20240747	46.84	Pending approval	470
2119	GORDON FLESCH COMPAN	032724	IN14608985	20240453	47.00	Pending approval	438
7406	AMAZON CAPITAL	032724	1J1T-QT44-ML77	20242769	47.21	Pending approval	422
3935	UNION COUNTY EMPLOYE	032724	193648	20242781	47.98	Pending approval	438
1127	QUILL CORPORATION	032724	37752946	20237878	49.53	Pending approval	412
38	CITY OF MARYSVILLE	032724	12047062895 Feb24	20236159	52.42	Pending approval	470
3498	GOODWIN, MICHAEL T.	032724	travel 3/2-3/10	20242839	56.00	Pending approval	420
6354	KRAMER ENTERPRISES,	032724	42420	20242374	56.06	Pending approval	422
159	RICHWOOD GAZETTE	032724	193373	20242751	64.49	Pending approval	438
8151	K & M TIRE INC	032724	15268880	20242864	66.00	Pending approval	422
552	TREASURER STATE OH (	032724	5431193	20236293	68.25	Pending approval	470
552	TREASURER STATE OH (	032724	5431192	20236292	68.25	Pending approval	470
552	TREASURER STATE OH (	032724	5531190	20236290	68.25	Pending approval	470
552	TREASURER STATE OH (	032724	5431191	20236291	68.25	Pending approval	470
552	TREASURER STATE OH (	032724	5431091	20236289	68.25	Pending approval	470
552	TREASURER STATE OH (	032724	5431090	20236286	68.25	Pending approval	470
552	TREASURER STATE OH (	032724	5431894	20236284	68.25	Pending approval	470
552	TREASURER STATE OH (	032724	5431188	20236287	68.25	Pending approval	470
552	TREASURER STATE OH (	032724	5431189	20236288	68.25	Pending approval	470
2119	GORDON FLESCH COMPAN	032724	IN14605378	20240520		Pending approval	438

Vendor	Name	CK RUN	Invoice	PO	Invoice Amt Status	Dept
2654	UNION COUNTY BAR ASS	032724	2024 renew Dues	20242836	75.00 Pending approval	420
1522	CENTURYLINK	032724	3201488815Mar24	20236763	77.45 Pending approval	470
7406	AMAZON CAPITAL	032724	1DRN-N3VW-3QPJ	20236178	78.95 Pending approval	470
2191	AMAZON	032724	1G46-6H3K-FQXV	20236786	79.72 Pending approval	412
516	SILCO FIRE PROTECTIO	032724	2591274	20240642	80.00 Pending approval	470
516	SILCO FIRE PROTECTIO	032724	2590012	20240642	80.00 Pending approval	470
5412	MONOPRICE, INC	032724	24082838	20242750	86.61 Pending approval	438
5612	CHARM-TEX, INC.	032724	0357387-IN	20240062	94.50 Pending approval	418
191	DOVER TOWNSHIP	032724	2024	20240551	100.00 Pending approval	412
193	JEROME TOWNSHIP-FISC	032724	2024	20240553	100.00 Pending approval	412
1179	PERRY PROTECH	032024	INV830527	20242716	100.36 Pending approval	434
4450	WEAVER, ANDREA	032724	031924	20242760	103.52 Pending approval	404
7309	SYNCHRONY BANK	032724	88735623	20236184	112.05 Pending approval	470
6660	CFIS GROUP INC.	032724	45419	20242863	119.85 Pending approval	422
1724	SHI	032724	1085864	20242267	119.99 Pending approval	404
999	GALLS, LLC	032724	027301429	20240472	125.00 Pending approval	438
95	NAPA AUTO PARTS INC	032724	4376-914537	20240833	131.94 Pending approval	470
2659	GOLDEN, SHAWN	032724	193366	20240515	143.70 Pending approval	438
733	MCAULIFFE'S ACE	032724	402546	20236186	149.97 Pending approval	470
53	SE HARDIN/NW UNION F	032724	193340	20242747	150.00 Pending approval	438
38	CITY OF MARYSVILLE	032724	230055634896Feb24	20236159	162.71 Pending approval	470
1565	DICKMAN SUPPLY INC.	032724	611338-00	20240822	171.80 Pending approval	470
2238	LEXISNEXIS	032024	1456520-20240229	20242717	178.50 Pending approval	434
95	NAPA AUTO PARTS INC	032724	4376-914656	20240833	180.08 Pending approval	470
7309	SYNCHRONY BANK	032724	58912453	20236184	180.46 Pending approval	470
1127	QUILL CORPORATION	032024	37418974	20242729	185.47 Pending approval	434
1338	GRAPHIC STITCH INC	032724	44319	20240450	192.85 Pending approval	438
2245	RICHWOOD BANKING VIS	032724	Feb '24 card 1	20242830	194.66 Pending approval	420
38	CITY OF MARYSVILLE	032724	16032692163Feb24	20236159	208.61 Pending approval	470
5469	LENOVO INC.	032724	6467425229 Sup Crt G	20225551	213.08 Pending approval	426
2119	GORDON FLESCH COMPAN	032024	14601235	20241534	233.00 Pending approval	414
1338	GRAPHIC STITCH INC	032724	44318	20240399	235.33 Pending approval	438
12	WEST PUBLISHING PAYM	032024	849798326	20242739	237.42 Pending approval	434
2943	MARATHON FLEET SERVI	040324	95681005	20240171	243.69 Pending approval	472
6717	STATE INDUSTRIAL PRO	032724	903280712	20236254	249.73 Pending approval	470
6978	MONTANEZ, RAFAEL	032024	03132024	20241540	258.44 Pending approval	414
4605	SILLING ASSOCIATES	032724	6417	20234009	261.56 Pending approval	412
2119	GORDON FLESCH COMPAN	032724	IN14608437	20242831	270.56 Pending approval	420
3960	SOUTHERN COMPUTER WA	032024	INV00802805	20242278	272.04 Pending approval	434
5190	TAB PRODUCTS CO LLC	032724	50859	20242757	274.55 Pending approval	426
5742	AMERICA'S FLOOR SOUR	032724	CG382518 2 of 2	20242817	277.37 Pending approval	470
7344	BEIGHTLER, ROBERT E.	032724	193369	20240427	300.00 Pending approval	438
6354	KRAMER ENTERPRISES,	032724	42418	20242374	320.55 Pending approval	422
38	CITY OF MARYSVILLE	032724	340292687186Feb24	20236159	320.78 Pending approval	470
38	CITY OF MARYSVILLE	032724	230055127146Feb24	20236159	332.15 Pending approval	470
936	STAPLES BUSINESS ADV	032724	8073548062	20240069	342.59 Pending approval	418

Vendor	Name	CK RUN	Invoice	PO	Invoice Amt	Status	Dept
733	MCAULIFFE'S ACE	032724	402852	20236186	354.88	Pending approval	470
38	CITY OF MARYSVILLE	032724	12005180163Feb24	20236159	358.87	Pending approval	470
521	MASI	032724	4110413	20241461	396.85	Pending approval	422
9111	AIRTAME US INC	032024	13217	20242719	399.00	Pending approval	434
1127	QUILL CORPORATION	032024	37683795	20241018	401.54	Pending approval	410
1127	QUILL CORPORATION	032724	37591105	20237308	408.59	Pending approval	426
1127	QUILL CORPORATION	032024	37375793	20240618	440.98	Pending approval	410
2245	RICHWOOD BANKING VIS	032724	02.2024 Card 2	20242840	454.54	Pending approval	420
5178	OFFICE CITY EXPRESS	032724	90189	20237512	459.90	Pending approval	426
38	CITY OF MARYSVILLE	032724	230055044894Feb24	20236159	475.35	Pending approval	470
2191	AMAZON	040324	1LM3-MGCN-767Q	20242219	558.32	Pending approval	472
9129	BAILEY SINN HOLLY	032024	193413	20242764	600.00	Pending approval	414
5469	LENOVO INC.	032724	6467425229-Juv	20242611	611.89	Pending approval	426
5805	MATRIX POINTE SOFTWA	032024	union-oh-2024-03	20242718	625.00	Pending approval	434
8206	LEGENDS LIFT &	032724	UCSS022024	20242824	636.91	Pending approval	420
3269	COTTRELL, CHRISTOPHE	032724	005-2024	20242755	650.00	Pending approval	426
38	CITY OF MARYSVILLE	032724	12043566795	20236157	739.15	Pending approval	470
4364	CHOICE ONE ENGINEERI	032724	UNIUNC2201002	20242758	830.00	Pending approval	412
696	ACLOCHE'	032724	1126142	20242266	882.00	Pending approval	404
8543	TIRE DISCOUNTERS INC	032724	ITW-1053038908	20242774	918.40	Pending approval	422
779	W. W. GRAINGER	032724	9034834805	20242776	944.32	Pending approval	422
38	CITY OF MARYSVILLE	032724	25008155163	20236159	976.68	Pending approval	470
516	SILCO FIRE PROTECTIO	032724	2591273	20240642	1,095.00	Pending approval	470
516	SILCO FIRE PROTECTIO	032724	2591281	20240642	1,115.00	Pending approval	470
8295	SEDGWICK CLAIMS	032724	480004902252	20230757	1,175.00	Pending approval	470
2245	RICHWOOD BANKING VIS	032724	Feb '24 purc, Card 3	20242829	1,289.57	Pending approval	420
1612	BOGGS, ALISON	032724	Case 14-23-27 & 14-2	20242818	1,297.50	Pending approval	404
516	SILCO FIRE PROTECTIO	032724	2590010	20240642	1,305.00	Pending approval	470
1762	WINGS ENRICHMENT CEN	032724	3024642, 3024643	20242822		Pending approval	420
226	CLEMANS NELSON & ASS	032724	28619	20240548	1,495.00	Pending approval	412
1108	CARGILL INC	032724	2909319580	20242634	5.0	Pending approval	422
38	CITY OF MARYSVILLE	032724	49017669163Feb24	20236157		Pending approval	470
9713	CANON FINANCIAL	032724	32216161	20240051		Pending approval	418
1534	US BANK	032024	523588747	20242720		Pending approval	434
1414	TREASURER STATE OH	032724	24201408	20242761	1,867.31	Pending approval	404
38	CITY OF MARYSVILLE	032724	12042112-617 3/15/24	20240052		Pending approval	418
7858	QUADIENT, INC.	032724	60902962	20242826	50	Pending approval	420
4710	CONNECT AMERICA.COM	032724	79	20242795	100	Pending approval	420
5533	FIRELANDS SUPPLY CO.	032724	62164	20242773		Pending approval	422
9513	MATRIX PROPERTY GROU	032724	Jan-Mar rent, 2024 ML	20242837		Pending approval	420
516	SILCO FIRE PROTECTIO	032724	1132622	20242209		Pending approval	470
5595	FORENSIC FLUIDS LABO	032724	70062	20242841		Pending approval	420
7778	STEPMOBILE	032024	3743,3744,3745	20241537		Pending approval	414
9461	OLYMPUS SERVICES LLC	032724	20240306-J15,	20242838		Pending approval	420
9858	WEX BANK	032724	95808118	20242843		Pending approval	420
4912	DESERT DISTRIB	032724	446770	20242547	3,481.29	Pending approval	418

### VOLUME 2024 PAGE 991

## UNION COUNTY COMMISSIONERS JOURNAL 2024 March 27, 2024

Vendor	Name	CK RUN	Invoice	PO	Invoice Amt	Status	Dept
38	CITY OF MARYSVILLE	032724	240201	20242866	4,650.00	Pending approval	422
5742	AMERICA'S FLOOR SOUR	032724	CG382518	20236397	4,995.00	Pending approval	470
3897	VICKERS, JOHN L.	032024	193256	20241019	5,200.00	Pending approval	410
7385	ROCK GATE CAPITAL	032724	132068	20242835	5,510.00	Pending approval	420
920	KEY BLUE PRINTS, INC	032724	111552	20242656	5,650.00	Pending approval	404
833	VERIZON WIRELESS GRE	032724	9958926338	20242823	5,964.16	Pending approval	420
1108	CARGILL INC	032724	2909314626	20242634	7,903.70	Pending approval	422
1108	CARGILL INC	032724	2909319581	20242772	7,961.65	Pending approval	422
2175	TREASURER OF STATE (	032724	24RC03170	20242748	8,255.00	Pending approval	438
4569	WEX INC.	032724	65794666	20240470	12,425.19	Pending approval	438
1851	ESRI	032724	26197756	20242787	16,987.40	Pending approval	404
4404	ALLEN COUNTY AUDITOR	032024	193404	20242762	18,712.35	Pending approval	414
1108	CARGILL INC	032724	2909324278	20242772	18,922.93	Pending approval	422
2189	JEFFERSON AUDIO VIDE	032024	528777	20242763	19,879.00	Pending approval	414
557	SHELLY MATERIALS INC	032724	2625495	20242777	22,494.72	Pending approval	422
8386	JENKINS, MARK	032724	3977	20242692	25,551.00	Pending approval	420

#### **ADMINISTRATOR ACTION NO. 24-40A:**

# **Transfer of Appropriations and/or Funds**

County Administrator William Narducci approved the following transfers of appropriations and/or funds:

JOURNAL	LINE	ENTRY DATE JNL SHORT DESC	JNL EFF DATE AMD STATUS	JNL CLERK	ORG	OBJECT	PROJECT	COMMENT	DTL EFF DATE	DR/CR	AMOUNT
950	1	03/22/2024 transfer	03/22/2024 Pending approval	Danielle	04100000	540100		New Copier	03/22/2024	D	445.80
950	2	03/22/2024 transfer	03/22/2024 Pending approval	Danielle	04100000	540155		New Copier	03/22/2024	1	445.80
		Apply press ballian annual same	versiations from general equipmen		James Cl		22				

Administrator 03/26/2024

#### TRANSFER FORM watnesday (Due to the Auditor by noon Monday) Department: Union County DJFS Date: 03/21/2024 **RESOLUTION RE: TRANSFER OF FUNDS** and seconded by A motion was made by . to approve the following transfer (s): Contract Services Exp From: Child Support 530100 36342008 Org Number 450116 04380000 CSEA General Org Number Object Name Fund Name 570.79 Amount: \$ From: Ежр To: Org Number Object Name Amount: \$ Ехр From: To: Org Number Object Name Fund Name Amount: \$ From: Org Number To: Org Number Object Name Amount: \$ Reason for Request: 12/2023 Title IV-D Services Sheriff WAS Approved by Administrator Steve Robinson Roll call vote resulted as follows: Dave Burke **Dave Lawrence** Auditor CT 9097 Date: 3. 27-241 REQUESTER ACKNOWLEDGEMENT: I have reviewed the above-referenced accounts and have verified that appropriations are evallable, and free of prior encumbrances (including blankel purchase orders): List L Propri

Auditor's Office Approval

revised 12/28/2022

revised 12/28/2022

Department: Union County	Human Services	Date: 03/21/20	24		
3	RESOLUTION RE: TR	ANSFER OF FUNDS			
A motion was made by to approve the following transfer	(a):	and seconded by			_
rom: Child Support	36342008	Contract Services	Ежр	530100	
Fund Name ro: General	04140000	Common Pleas	Rev	Object Humber 450116	Project Number
Fund Namo	Org Number Amount: \$	Object Name 2310.93		Object Humber	Project Number
rom:		Object Name	Еф	Object Humber	Project Humber
O:	Org Number	Clayed Name	Rev	Utged Hamber	Project reamber
Fund Name	Ony Humber Amount: \$	Object Name		Object Number	Project Number
rom:			Εφ		
Fund Name	Org Mumber	Object Name	Rev	Object Number	Project Number
Fund Name	Org Number Amount: \$	Object Name	1121	Object Number	Project Number
rom:		2000	Ехф	Object Number	Project Number
Fund Name O:	Org Number	Object Name	Rev	Coject Humber	Project Number
Fund Name	Org Number Amount: \$	Object Name	and the same of th	Object Number	Project Number
teason for Request: 12023 Tile IV-D Services Common Pieza k	Registrate				
		Approved by Adminis	trator	wor	
oil call vote resulted as follows:		Steve Rot	Nnson	W.V.	
c: Auditor		Dave Law	Burke mence		-
			Date:	3-37-34 606 rs	14

#### TRANSFER FORM extrains Wednesday (Due to the Auditor by noon Monday) Department: Union County DJFS Date: 03/21/2024 RESOLUTION RE: TRANSFER OF FUNDS A motion was made by \_\_\_\_\_ to approve the following transfer (s): and seconded by Contract Services Exp 530100 36342008 From: Child Support Object Number Org Number Object Name 04380000 450116 **CSEA** General Project Number Object Number Fund Name Org Number Object Name 92.99 Amount: \$ From: Fund Name To: Project Number Object Name Object Number Org Number Fund Name Amount: \$ Εхф From: Project Number Org Number Fried Name To: Object Name Object Number Project Number Org Number Fund Name Amount: \$ From: und Name Org Number Org Number Object Name Fund Name Amount: \$ Reason for Request: 1/2024 Title IV-D Services Sheriff Approved by Administrator INATU Steve Robinson Roll call vote resulted as follows: Dave Burke Dave Lawrence Auditor cr 3091 3-27-24 Date: REQUESTER ACKNOWLEDGEMENT: I have reviewed the above-referenced accounts and have verified the appropriations are available, and free of prior encumbrances (including blanket purchase orders): Last Propri

revised 12/28/2022

Auditor's Office Approval

# TRANSFER FORM

	UCATS	Da	te:	3/18/2	024				
	RE	SOLUTION RE:	TRAN	ISFER OF	FUNDS				
A motio	n was made by			and seco	onded by				_
	eve the following transfer (a)	c							
From:	Public Assistance	35001508			Expense	_A_		550100	
	Fund Name	Org Number	Engineer	Objec	Name		Cbj	ect Number	Project Number
To:	M & G Fund	25042200	(Vendor # 2509)	Office Rein	nbursement	R		480138	
	Fund Name	Org Number		Objec	t Name		Obj	ect Number	Project Number
		Amount: \$		\$	730.76				
From:	Senior Services Sales Tax	36906708		Travel &	Expense	Ехр		550100	
	Fund Name	Org Number			Name		Obj	act Number	Project Number
To:		252.0000	Engareer (Vandor & 2509)	Office Box	ob comment	R		480136	
-	M & G Fund	25042200 Amount: \$		e Omce Keir	nbursement 256.75			400130	
		Amount: \$		-	200.70				
From:						Ехф			
Control of	Fund Name	Org Number		Objec	t Name		Ob	ect Number	Project Number
To:		-		Ohlo	i Name	Rev		ect Number	Project Number
	Fund Name	Org Number Amount: \$		Objec	I realities		0.0	EQ. Harrise	riopes remain
	Agency Vehicle Allocati	on for 2024 is 74% D	IFS & 26	14 Sanjor Sa	rvices		Tra	nsfer total:	
Reason f	or Request: Repair	STATE OF STA				_	\$	987.61	
Mechani	c service work 1/24/2024	Inv # 000545		\$	148.24	_		UFS 74%	
Mechani Mechani	c service work 1/29/2024 c service work 1/31/2024	Inv # 000547		5	249.48 589.79	_	١, ١	730.76	
						_	Br Sarv	ices 26%	\$ 987 51
							\$	286.75	
					d by Adminic	trator		VAR	
				Approve				V H/V	
Roll call	vote resulted as follows:				Steve R	obinsor e Burke			
cc ,	Auditor					wrence	_		
	The state of the s					C.J.:	20	21	
						Date:		7.34	
REQUE	STER ACKNOWLEDGEMENT	[: I have reviewed to					19 1	10	
pproprie	tions are available, and free of prior	encumbrances (includ	ling blank	et purchase or	dard: 121	Jul	114	WI	
				400		1001-0-2-	11	2 1	. 12
				Audito	r's Office Ap	provat	-4	- DIO	4/24

A motion was ma to approve the fo	de by	SOLUTION RE:	TRAN	CEED OF FUNDS				
A motion was ma to approve the fo	de by			SPER OF FUNDS				
to approve the fo	Laurian tennatar (a)			_ and seconded by				
	lowing name of	):						
	UCATE	36044508		Vehicle Maintenance	Α		530160	
From:	UCATS Fund Name	Org Number		Object Name		Ob	ject Number	Project Number
	1 disc remire	85.5×8.000	Engineer Mendor #				480136	
To:	4 & G Fund	25042200	(Mendor # 2500)	Office Reimbursement	_R_	_	iect Number	Project Number
	Fund Name	Org Number Amount: \$		Object Name \$ 1,474.60			gaca manibus	
		-			F			
From:		- Continue		Object Name	Ехф	Ot	sect Number	Project Number
	Fund Name	Org Number	Vendor #	Coject Harne	_			
To:			1884	400.000.00	Rev		lect Number	Project Number
	Fund Name	Org Number		Object Name			gect Humber	T topoca treatment
		Amount: \$						
From:			_		Ехр		to at \$1 mb as	Project Number
	Fund Name	Org Number		Object Namo		O	aject Number	Project Number
To:			4		Rev			
	Fund Name	Org Number		Object Name		Object Number		Project Number
		Amount: \$				_		
D (n. D	and.					Tra	ansfer total	
Mechanic service	work 1/2/2024	Inv # 000531		\$ 786.31				
Mechanic service	work 1/8/2024	Inv # 000533		\$ 51.24		1		
Machanic service	work 1/8/2024	Inv # 000534		\$ 51.24	_	1		
Mechanic service	work 1/8/2024	Inv # 000535		\$ 103.76 \$ 51.24	_	\$	1,474.60	
Mechanic service	work 1/10/2024	Inv # 000536		\$ 61.24 \$ 83.20		1		
					-	1		
Mechanic service Mechanic service	WORK 1/19/2024	Inv # 000541		\$ 265.85				

	7-	ANSFER FORM			
Wednesday (Due to the Au  Department: Human Service		Date: 03/19/20	024		
		RANSFER OF FUNDS			
A motion was made byto approve the following transfer	(s):	and seconded by		-	-
From: Senior Sales Tax	36906708	Transportation Object Name	Ехр	530640 Object Number	Project Number
To: UCATS	36044508	Charges for Services	Rev	420107	
Fund Name	Org Number Amount: \$	2,032.25		Object Number	Project Number
From:			Ехр	Object Number	Project Number
Fund Name To:	Org Number	Object Name	Rev	Coject Number	Project Number
Fund Name	Org Number Amount: \$	Object Name		Object Number	Project Number
From:	Orp Number	Object Name	Ехр	Oblect Number	Project Number
To:	Org reamber	Supply Halifu	Rev	-	
Fund Name	Org Number Amount: \$	Object Name		Object Number	Project Number
From:	Org Number	Object Name	Ехр	Object Number	Project Number
To:			Rev		
Fund Name	Org Number Amount: \$	Object Name		Object Number	Project Number
Reason for Request: 10/2023-12/2023 Transportation Title IIIB Gro	ant.				
				18:	
		Approved by Adminis	strator	WAN	=00
Roll call vote resulted as follows:	•	Steve Ro Dave	binson Burke		3
cc: Auditor		Dave La	wrence	c.r. 909	P
REQUESTER ACKNOWLEDGEM appropriations are available, and	ENT: I have reviewed to free of prior encumbran	the above-referenced accour ices (including blanket purch	Date ats and hase or	have verified that	-
				1	3/21/24
revised 12/28/2022		Auditor's	Office	Approval / V	1001/04

\* \* \*

- \*Received the following alternative schedules for April 8, 2024, Solar Eclipse Event:
  - Union County Human Services Closed to public foot traffic
  - UCATS will not be transporting clients that day
  - Union Soil & Water Conservation District Closed
  - OSU Extension Office Closed
  - Farm Service Agency Closed
  - Natural Resources Conservation Service
  - Union County Veterans Service Commission & Office Closed.

- \*Received Mitchell Highlands, Section 5 Final Plat for review.
- \*Received Glacier Pointe, Section 2, Phase 3 Final Plat for review.
- \*Received Distribution Letter generated for Hyland-Croy Commercial Preliminary Plat.

\* \* \*

\*Received Resolution 008-2024 to Approve the Union County 9-1-1 Final Plan from the Council of the City of Marysville, Ohio, on March 26, 2024.

\* \* \*

\*Commissioner Steve Robinson adjourned the meeting at 9:10 a.m.

The preceding minutes were read and approved April 3, 2024.

Digitally signed by Steve Robinson Digitally signed by Steve Robinsor DN: cn=Steve Robinson, o=Union County, ou=Commissioner, email=searly@unioncountyohio.g ov, c=US Date: 2024.04.03 10:54:58 -04'00'

Adobe Acrobat version: 2020.005.30574

Steve Robinson Commissioner

> Digitally signed by David A. Lawrence DN: cn=David A. Lawrence, o=Commissioner email=searly@unioncountyohio.go Participant of the state of the

David A. Lawrence Commissioner

> Digitally signed by David Burke DN: cn=David Burke, o=Union County, ou=Commissioner, email=searly@unioncountyohio. gov, c=US Date: 2024.04.03 10:55:58 -04'00' Adobe Acrobat version: 2020.005.30574

Dave Burke Commissioner

Digitally signed by Sara Early DN: cn=Sara Early, o=Union County Commissioners, Sara Kanly ou=Clerk, email=searly@unioncountyohio. gov, c=US Date: 2024.04.03 10:56:24 -04'00' Adobe Acrobat version: 2020.005.30574

Sara Early, Clerk to the Board