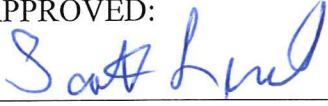


Description	Williams County Commissioners' Regular Session #8	
Date	Thursday, February 5, 2026	
Time	Speaker	Note
9:07:13 AM	SL	Call the meeting to order and we will start with the Pledge.
9:07:29 AM	Roll call	Commissioner Westfall: Present; Commissioner Lirot; Here; Quorum is met.
9:07:38 AM	Resolution 77	Approve minutes from February 3, 2026, BW: Motion; SL Second; Roll Call: SL: Yes; BW: Yes; TR: N/P; Motion Carried
9:08:12 AM	Resolution 78	Approve agenda as presented; BW: Motion; SL Second; Roll Call: SL: Yes; BW: Yes; TR: N/P; Motion Carried
9:08:41 AM	Resolution 79	Approve the payment of bills; BW: Motion; SL Second; Roll Call: SL: Yes; BW: Yes; TR: N/P; Motion Carried (Discussion re: Fair Vandalism PO)
9:10:26 AM	RECESS	SL: I need to stand in recess, I need to take this call.
9:13:22 AM	SL	All right back in session and we were talking about fairgrounds.
9:13:34 AM	VH	So, we received a check from CORSA \$33,278 that was cost of the fair clean up estimate minus our \$2500 deductible.
9:13:49 AM	SL/VH	That didn't have the grinding of the concrete in it? VH: I didn't see that.
9:13:52 AM	SL	I don't think it did because I think it is like a \$5400 bill. So, we are just approving that purchase order, right?
9:14:00 AM	VH	That is correct, now we are doing payment of bills.
9:14:13 AM	SL/TR	SL: We are in session do you want in? TR: No no sorry. SL: Okay see ya.
9:14:57 AM	Resolution 80	Supplemental Appropriations; BW: Motion; SL Second; Roll Call: SL: Yes; BW: Yes; TR: N/P; Motion Carried
9:15:41 AM	Resolution 81	Entering into a contract with K&P Medical Transport on behalf of JFS; BW: Motion; SL Second; Roll Call: SL: Yes; BW: Yes; TR: N/P; Motion Carried
9:16:43 AM	Resolution 82	Approving an MOU with Genacross Family & Youth Services-Lutheran Home Society, Inc. on behalf of JFS; BW: Motion; SL Second; Roll Call: SL: Yes; BW: Yes; TR: N/P; Motion Carried
9:17:57 AM	Resolution 83	Approving an MOU with Community Teaching Homes on behalf of JFS; BW: Motion; SL Second; Roll Call: SL: Yes; BW: Yes; TR: N/P; Motion Carried
9:19:01 AM	Resolution 84	Approving an MOU with Genacross Family & Youth Services-Lutheran Homes Society, Inc. on behalf of JFS; BW: Motion; SL Second; Roll Call: SL: Yes; BW: Yes; TR: N/P; Motion Carried
9:20:04 AM	Resolution 85	Approving an MOU with Specialized Alternatives for Families & Youth of Ohio on behalf of JFS; BW: Motion; SL Second; Roll Call: SL: Yes; BW: Yes; TR: N/P; Motion Carried

9:20:50 AM	Resolution 86	Approving an MOU with Ohio Teaching Family on behalf of JFS; BW: Motion; SL Second; Roll Call: SL: Yes; BW: Yes; TR: N/P; Motion Carried
9:21:38 AM	Also Signed	Dog Warden Monthly Report for January; Saint Patrick Catholic School Liquor Permit; Financial Analysis Report from Auditor month ending Jan.
9:22:45 AM	RECESS	SL: We stand in recess then.
9:59:56 AM	SL	We are back in session and we have the engineering department here for the Bid Opening for Durham Estates Storm Sewer Improvements.
10:00:10 AM	RB	We have nine bids for First Phase of Durham Estates Storm Sewer Upgrades
10:00:27 AM	Taylor Excavating	Addendums acknowledged; Bid Bond; Base Bid: \$219,573.00; Alt 1: \$31,899.00
10:01:10 AM	Advanced Excavating	Addendums acknowledged; Bid Bond; Base Bid: \$259,924.00; Alt 1: \$41,160.00
10:02:18 AM	Fenson Contracting	Addendums acknowledged; Bid Bond; Base Bid: \$231,442.00; Alt 1: \$36,162.00
10:03:21 AM	Joe and Joe Contracting	Addendums acknowledged; Bid Bond; Base Bid: \$219,962.00; Alt 1: \$36,750.00
10:04:50 AM	B.Hillz Excavating	Addendums acknowledged; Bid Bond; Base Bid: \$178,763.00; Alt 1: \$32,487.00
10:05:32 AM	Bryan Excavating	Addendums acknowledged; Bid Bond; Base Bid: \$226,281.00; Alt 1: \$42,620.00
10:06:36 AM	S & S Directional Boring	Addendums acknowledged; Bid Bond; Base Bid: \$349,195.91; Alt 1: \$27,196.00
10:07:30 AM	Dangler Excavating	Addendums acknowledged; Bid Bond; Base Bid: \$152,770.00; Alt 1: \$25,725.00
10:08:23 AM	Vernon Nagel, Inc	Addendums acknowledged; Bid Bond; Base Bid: \$236,140.40; Alt 1: \$38,955.00; Ron: That concludes the last of the bids that we received.
10:09:04 AM	SL	Thank you all for coming. The Engineer's office will review the bids and then submit their recommendation to us at their earliest convenience.
10:09:16 AM	ADJOURNED	SL: If there is nothing further for today, we stand adjourned.

WILLIAMS COUNTY COMMISSIONERS

APPROVED:


Scott A. Lirot, President


Bartley E. Westfall, Vice-President

Not Present
Terry N. Rummel, Member

ATTEST:


Anne M. Retcher, Clerk

RESOLUTION 26-0077

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
February 5, 2026

In the Matter of:
Approving Minutes from Regular Session

The Board of Williams County Commissioners met in regular session on the above date with the following members present:

Scott A. Lirot, Yes Bartley E. Westfall, Yes Terry N. Rummel, NIP

Commissioner Westfall moved adoption of the following resolution:

THEREFORE, BE IT RESOLVED, that after review, the Williams County Commissioners hereby approve the minutes of Regular Session(s) held on February 3, 2026 as presented; and

BE IT FURTHER RESOLVED, that it is further found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were so adopted in an open meeting of this Board and that all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Commissioner Lirot seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, yes

Mr. Bartley E. Westfall, yes

Mr. Terry N. Rummel, —

WILLIAMS COUNTY COMMISSIONERS

Scott Lirot
President of the Board of Commissioners

Bartley Westfall
Vice-Pres of the Board of Commissioners

Not Present
Member of the Board of Commissioners

RESOLUTION 26-0078

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
February 5, 2026

In the Matter of:
Approve Agenda as Amended or Presented

The Board of Williams County Commissioners met in regular session on the above date with the following members present:

Scott A. Lirot, Yes Bartley E. Westfall, Yes Terry N. Rummel, NIP

Commissioner Westfall moved adoption of the following resolution:

WHEREAS, Commission Staff, to the best of its ability, has prepared the agenda for the day, and

WHEREAS, the Board of County Commissioners has reviewed said agenda and find it to be satisfactory as presented or as officially amended on the record in open session; therefore

BE IT RESOLVED, that the Board of Williams County Commissioners hereby approves the agenda as amended or presented for today's date; and

BE IT FURTHER RESOLVED, that it is further found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were so adopted in an open meeting of this Board and that all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Commissioner Lirot seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, yes

Mr. Bartley E. Westfall, yes

Mr. Terry N. Rummel, —

WILLIAMS COUNTY COMMISSIONERS

Scott Lirot
President of the Board of Commissioners

[Signature]
Vice-Pres of the Board of Commissioners

Not Present
Member of the Board of Commissioners

RESOLUTION 26-0079

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
February 5, 2026

In the Matter of:
Approving Payment of Bills

The Board of Williams County Commissioners met in regular session on the above date with the following members present:

Scott A. Lirot, Yes Bartley E. Westfall, Yes Terry N. Rummel, NIP

Commissioner Westfall moved adoption of the following resolution:

WHEREAS, the Williams County Auditor certifies that the money for the credit of the bills listed on the Disbursement List is in the Treasury for the credit of the Funds from which they are to be paid, and is not appropriated for any other purpose; therefore

BE IT RESOLVED, that the Board of Williams County Commissioners hereby approve the payment of bills as submitted; and

BE IT FURTHER RESOLVED, that it is further found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were so adopted in an open meeting of this Board and that all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Commissioner Lirot seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, <u>yes</u>	WILLIAMS COUNTY COMMISSIONERS <u>Scott Lirot</u> President of the Board of Commissioners
Mr. Bartley E. Westfall, <u>Yes</u>	<u>[Signature]</u> Vice-Pres of the Board of Commissioners
Mr. Terry N. Rummel, <u> </u>	<u>Not Present</u> Member of the Board of Commissioners

RESOLUTION 26-0080

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
February 5, 2026

In the Matter of:
Supplemental Appropriation(s)

The Board of Williams County Commissioners met in regular session on the above date with the following members present:

Scott A. Lirot, Yes Bartley E. Westfall, Yes Terry N. Rummel, Yes

Commissioner Westfall moved adoption of the following resolution:

BE IT RESOLVED, by the Board of Williams County Commissioners that we hereby approve Vickie L. Grimm, Williams County Auditor to create new lines and make supplemental appropriation(s) from and to the following funds:

Department: Williams County Commissioners

From:	1001-49-161-509005	Misc Contingencies	\$5,000.00
To:	1001-49-161-509002	Other Expense – Countywide Celebration	\$5,000.00
<i>Reason: PR requested funds to help with 250th</i>			

Department: Williams County Common Pleas Court

From:	1001-42-176-503000	Security Supplies	\$285.00
From:	1001-42-176-506300	Security Seminars	\$600.00
From:	1001-42-176-509000	Security Other	\$250.00
To:	1001-42-176-503300	Security Non-Capital Equipment	\$1,135.00
<i>Reason: All required training provided at no cost 2026. Funds to be used for upgrades to weaponry</i>			

Department: Williams County Engineer

From:	2068-43-244-506000	Contract Services	\$2,972.00
To:	2068-43-244-506100	Memberships-Dues-Subscriptions-Licenses	\$2,972.00
<i>Reason: Selling International's software for Mechaniv's annual user subscriptions</i>			

Department: Williams County Prosecutor's Office

From:	2010-40-350-503000	Supplies	\$400.00
To:	2010-40-350-509000	Filing Fees	\$400.00
<i>Reason: To cover the filing fee costs for tax foreclosure complaints</i>			

BE IT FURTHER RESOLVED, that it is further found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were so adopted in an open meeting of this Board and that all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Commissioner Lirot seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, yes

Mr. Bartley E. Westfall, yes

Mr. Terry N. Rummel,

WILLIAMS COUNTY COMMISSIONERS

Scott Lirot
President of the Board of Commissioners

[Signature]
Vice-Pres of the Board of Commissioners

Not Present
Member of the Board of Commissioners

RESOLUTION 26-0081

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
February 5, 2026

In the Matter of:
Entering into A Contract Agreement

The Board of Williams County Commissioners met in regular session on the above date with the following members present:

Scott A. Lirot, Yes Bartley E. Westfall, Yes Terry N. Rummel, NIP

Commissioner Westfall moved adoption of the following resolution:

WHEREAS, a Contract Agreement has been successfully negotiated between K & P Medical Transport and Williams County Job & Family Services for transportation services for the youth and workforce programs at a cost not to exceed \$5,000.00; Term: February 1, 2026 through September 30, 2026; therefore

BE IT RESOLVED, by the Board of Williams County Commissioners we do hereby approve the Contract Agreement as stated above and attached hereto. A copy of the Agreement will be on file with Williams County JFS; therefore

BE IT FURTHER RESOLVED, that it is further found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were so adopted in an open meeting of this Board and that all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Commissioner Lirot seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, Yes

Mr. Bartley E. Westfall, Yes

Mr. Terry N. Rummel, —

WILLIAMS COUNTY COMMISSIONERS

Scott Lirot
President of the Board of Commissioners

Bartley Westfall
Vice-Pres of the Board of Commissioners

Not Present
Member of the Board of Commissioners

**Williams County Department of Job and Family Services &
K & P Medical Transport, Ltd.
Contract Agreement for Transportation Services for
Youth and Workforce Programs**

THIS Contract Agreement is entered into by and between Williams County Department of Job and Family Services, legal address is: 117 W. Butler Street, Bryan, OH 43506, (hereinafter referred to as WCDJFS) and K & P Medical Transport, LLC., legal address is: 25288 Elliott Road, Defiance, OH 43512, (hereinafter referred to as Contractor), for the purchase of transportation services for the youth and workforce programs.

In consideration of mutual promises contained herein, and for other good and valuable consideration, the parties to this Contract agree as follows:

Article 1 – Purpose

The purpose of this Contract is for the procurement of goods or services for use by Williams County Department of Job and Family Services in the administration of CCMEP WIOA/CCMEP TANF Programs. This Contract is not intended to and does not establish a subrecipient or subgrantee relationship as defined by Federal Uniform Guidance 2 CFR 200.93.

Article 2 – Scope of Services/Deliverables

A. Agency Responsibilities – Review invoices and pay per the Contract.

B. Contractor Responsibilities – Provide transportation services to clients of WCDJFS

Article 3 – Billing and Payment

Agency agrees to compensate the Contractor for services listed in Article 2B, not to exceed a fixed maximum rate per Attachment B. The total amount which may be paid to Contractor under Attachment B of this Contract cannot to exceed \$5,000.00, unless otherwise amended.

Contractor must submit a detailed invoice each weekly to Agency within 10 days of the end of each month for services rendered during the billing period. The Contractor shall make all reasonable efforts to include all goods or services provided during the billing period on the invoice. The Contractor will indicate in each invoice:

- Contractor's name as it appears on the Contract and Purchase Order;
- A mailing address and, if applicable, a remittance address;
- An invoice number;
- The date of the invoice;
- The amount of the billing, including, as applicable, a summary of deliverables or services provided or of hourly rates and the number of hours;

Under no circumstances will Agency make payment for any services invoiced more than 30 days after the end of the billing period. The final invoice must be received by the Agency within 30 days after the contract end date.

The Agency Fiscal Department has the final authority to determine whether an invoice is received timely and accurately. There will be no extension to the time limitations for invoices which are received timely but which are not accurate. For accurate invoices received timely and in accordance with the terms of this Contract, Agency will authorize payment within 30 days after receipt of the invoice. Agency will only pay

for those services authorized under this Contract. It is understood that Agency has no control over when the Williams County Auditor actual issued payment on authorized invoices. Agency will make payment for all invoices received in accordance with the terms of this Contract. Agency will only pay for authorized goods or services.

Article 4 – Availability of Funding

Agency represents that it:

- Has adequate funds to meet its obligations under this Contract;
- Intends to maintain this Contract for the full period set forth herein and has no reason to believe it will not have sufficient funds to enable it to make all payments due during such period; and
- Will use its best efforts to obtain the appropriation of any necessary funds during the term of the Contract.

However, Contractor understands that availability of funds is contingent on funding sources external to the State of Ohio, such as federal funds; appropriations made by the Ohio General Assembly; awards by the Ohio Department of Job and Family Services; and appropriations by the Williams County Board of County Commissioners.

If funds are not appropriated and available for the continuance of the goods or services provided by the Contractor, Agency may terminate the products or services provided by the Contractor at the end of the period for which funds are available. Agency will notify the Contractor at the earliest possible time of any products or services affected by shortage of funds. No penalty shall accrue to Agency in the event this provision is exercised, and Agency shall not be obligated or liable for any future payments due or for any damages resulting from termination under this provision.

Article 5 - Duration of contract

A. This Contract will be effective from **February 1, 2026 through September 30, 2026**, the execution of this Contract, or the certification of the availability of funds on Workforce Development transportation (below), whichever is later, through September 30, 2026, inclusive, unless otherwise extended, as provided in Article 6 of this contract, or terminated as provided in Article 8 of this Contract.

B. Notwithstanding the foregoing, it is expressly understood by both Agency and Contractor that this contract will not be valid and enforceable until the Williams County Auditor certifies pursuant to Section 5705.41 (D), Revised Code, that the amount required to meet the Agency's obligation or, in the case of a continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the contract is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

C. Subject to any extension of this Contract under Article 6, below, Contractor expressly agrees to neither perform work nor submit an invoice for payment for work performed under this Contract prior to the effective date of this Contract or subsequent to the termination date of this Contract.

Article 6 - Extension of Contract

The Agency and Contractor may determine that an extension of this Contract is in the best interest of all parties. Therefore, by mutual agreement of the parties, this Contract may be extended for 2 years without an RFQ for services and an **annual renewal** with no increase in rates or change in the goods or services to be provided, except as specified in a written amendment signed by all parties. Extension is contingent upon

the availability of funds, including compliance with all applicable budgetary and legal requirements and satisfactory performance by the contractor.

Article 7 – Amendment of Contract

This Contract may be amended by the mutual agreement of all parties. All amendments must be in writing and must be in compliance with all applicable budgetary and legal requirements.

Article 8 – Termination

A. Either party may terminate this Contract upon 30 days written notice to the other party.

B. Notwithstanding Article 5-A, of this Contract, Agency may terminate this Contract immediately upon delivery of written notice to Contractor if Agency has discovered any illegal conduct on the part of Contractor, any violation by Contractor, or loss of funding as noted in Article 4 of this Contract.

C. Upon receipt of notice of termination, Contractor agrees that it will cease work on the terminated activities under the Contract, terminate all subcontracts related to such terminated activities, take all necessary steps to limit disbursements and to minimize costs, and furnish a report as of the day of receipt of the notice of termination describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions reached, and other such matters as Agency may require.

D. In the event of termination under this Article 8 of the Contract, Contractor will be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, which will be calculated by Agency on the rate set forth in Article 3, above, less any funds previously paid by or on behalf of Agency. Agency is not liable for any further claims, and the claims submitted by the Contractor are not to exceed the total amount of consideration stated in this Contract.

E. Upon breach or default of any of the provisions, obligations or duties embodied in this Contract, Agency may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and Agency retains the right to exercise all remedies hereinabove mentioned.

F. If Agency or Contractor fails to perform an obligation or obligations under this Contract and thereafter such failure(s) is (are) waived by the other party, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. Waiver by Agency is not effective unless it is in writing signed by the Agency director.

Either party may terminate this Contract by notice, in writing, delivered upon the other party before the effective date of termination. Should the Contractor wish to terminate this Contract, the Contractor must deliver the notice of termination 30 days before the effective date of termination. Should the Agency wish to terminate this Contract, it may do so immediately upon delivery of the termination notice.

The parties further agree that should this Contract be terminated, or should the Contractor become unable to provide the services agreed to in this Contract for any reason, such service as the Contractor has provided up to the date of termination or of its inability to continue the terms of this Contract shall be eligible to be billed and paid according to the provisions of Article 3 of this Contract. The parties further agree that should the Contract be terminated or should the Contractor become unable to complete the work requested in this Contract for any reason, such work as the Contractor has completed up to the date of termination or of its inability to continue the terms of this Contract shall become the property of Agency.

The Agency shall not be liable to tender and/or pay to the Contractor any further compensation after the termination of the contract or the Contractor's inability to complete the terms of the Contract, which date shall be the date of termination, unless extended upon request by the Agency. Notwithstanding the above, the Contractor shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of the Contract by the Contractor. The Agency reserves the right to legal, administrative, and contractual remedies for damages sustained by the Agency by virtue of any breach of the Contract by the Contractor. The Agency may withhold any compensation to the Contractor until the amount of damages due the Agency from the provider is agreed upon or otherwise terminated.

Article 9 - Records Availability and Retention

All books, documents, papers, and records which are directly pertinent to this Contract, including supporting documentation for invoices submitted to the Agency by the Contractor, shall be made available by Contractor for audit by the Agency, the state of Ohio (including, but not limited to, the Ohio Department of Job and Family Services, the Auditor of State of Ohio, the Ohio Inspector General, and duly appointed law enforcement officials), and agencies of the United States government for the purpose of making audits, examinations, excerpts, and transcriptions.

All records related to costs, work performed and supporting documentation for invoices submitted to Agency by Contractor must be retained for a minimum of three years after the termination of the Contract, or as otherwise provided by any minimum retention requirements specified by applicable state or federal law. If any litigation, claim, negotiation, audit or other action involving the records has started before the expiration of the three year period, the records must be retained until the completion of the action and resolution of all issues that arise from it, or until the end of the regular three year period, whichever is later.

Article 10 - Confidentiality

Contractor agrees that all records, documents, writings or other information produced by Contractor under this Contract, and all records, documents, writings or other information used by Contractor in the performance of this Contract are treated according to the following terms:

A. All Agency information which, under the laws of the state of Ohio or under federal law, is classified as public or private will be treated as such by Contractor. Where there is a question as to whether information is public or private, Agency will make the final determination.

B. All Contractor information which is proprietary will be held to be strictly confidential by Agency. Proprietary information is information which, if made public, would put Contractor at a disadvantage in the marketplace and trade of which Contractor is a part.

Contractor is responsible for notifying Agency of the nature of the information prior to its release to Agency. Failure to provide such prior notification is a waiver of the proprietary nature of the information, and a waiver of any right of Contractor to proceed against Agency for violation of this Contract or of any proprietary or trade secret laws. Such failure shall be deemed a waiver of trade secret protection in that the Contractor will have failed to make efforts that are reasonable under the circumstances to maintain the information's secrecy. Agency reserves the right to require reasonable evidence of Contractor's assertion of the proprietary nature of any information to be provided. Agency will make the final determination as to whether any or all of the information identified by the contractor as a trade secret is, in fact, a trade secret.

C. Contractor agrees that it will not use any information, systems, data, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. Contractor agrees to be bound by the same standards of confidentiality that apply to the employees of the Agency, Williams County, ODJFS and the State of Ohio. The terms of this Section will be included in any subcontracts executed by the

Contractor for work under this Contract. Contractor agrees that any data made available to Contractor by Agency shall be returned to Agency not later than 90 days following termination of the Contract and shall certify that no copies of source data were retained by Contractor. Contractor hereby agrees to current and ongoing compliance with 42 USC Sections 1320d through 1320d-8 and the implementing regulations found at 45 C.F.R. Section 164.502 (e) and Section 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Article 11 – Conflict of Interest/Ethics

Contractor agrees that Contractor will not promise or give to any agency officer, employee or agent anything of value, including employment or promise of employment within the scope of his or her job duties. Contractor will not ask an officer, employee or agent of the agency to violate any requirements of the Williams County code of standards of conduct requirements and will refrain from activities which could result in violations of this requirement.

Contractor agrees that it will refrain from promising or giving to any agency officer, employee, or agent anything of value that is of such a character as to manifest a substantial and improper influence upon the officer, employee, or agent with respect to the officer's, employee's, or agent's duties, will not solicit agency officers, employees, or agents to violate the agency's code of standards of conduct or Sections 102.03, 102.04, 2921.42 or 2921.43, Revised Code, and will refrain from conflicts of interest, whether direct or indirect.

Contractor certifies by the signing of this contract that it is in compliance with and will maintain compliance with the requirements of sections 102.03, 102.04, 2921.42, and 2921.43 of the Revised Code and the portions of the Agency code of standards of conduct applicable to contractors, and that the contractor will promptly notify the Agency of any newly arising conflicts of interest or potential violations of state ethics laws.

Article 12 - Independent Contractor

Contractor agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract. Contractor also agrees that, as an independent contractor, Contractor 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.

Contractor agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provision of the Internal Revenue Code, Ohio Tax Law, Workers Compensation Law, and Unemployment Insurance Law. Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the contractual period Contractor becomes disqualified from conducting business in Ohio, for whatever reason, Contractor must immediately notify Agency of the disqualification and immediately cease performance under the Contract.

Article 13 - Limitation of Liability: Contractor Duties

A. Contractor agrees to hold Agency, any official or employee of Agency acting in his or her official capacity, and Williams County harmless from any and all claims for injury resulting from activities in furtherance of the work hereunder. Contractor will reimburse Agency, any official or employee of Agency acting in his or her official capacity, and Williams County harmless from any and all claims for injury

resulting from activities in furtherance of the for any judgments for infringement of patent or copyright rights. Contractor agrees to defend against any such claims or legal actions if called upon by Agency to do so. Contractor will not permit any lien or claim to be filed or prosecuted against the county or Agency on account of any labor, services, or materials furnished. If Contractor fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to Contractor by any person in connection with this Contract as such claims become due, the proper officer or officers representing Agency may, but are not obligated, pay such claims to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due Contractor by reason of this Contract.

B. Agency's liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to Contractor under Article 3 of this Contract or the amount of direct damages incurred by Contractor, whichever is less. In no event is Agency liable for any indirect or consequential damages, including loss of profits, even if Agency knew or should have known of the possibility of such damages.

C. Contractor agrees to defend any suit or proceeding brought against Agency, any official or employee of Agency acting in his or her official capacity, or Williams County on account of any alleged infringement of any patent or copyright arising out of the performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by Contractor. Agency will provide prompt notification in writing of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. Agency may participate in the defense of any such action.

Contractor agrees to pay all damages and costs awarded against Agency, any official or employee of Agency in his or her official capacity, or Williams County. If any information and/or assistance is furnished by Agency at Contractor's written request, it is at Contractor's expense. If any of the materials, reports, or studies provided by Contractor are found to be infringing items and the use or publication thereof is enjoined, Contractor agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of Contractor under this Section survive the termination of this Contract, without limitation.

Article 14 – Assignment and Subcontracting

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

Contractor must notify Agency within Ten days of when the contractor knows or should have known that a subcontractor is out of compliance or is unable to meet contract or licensing requirements. Should this occur, contractor will immediately undertake a process to bring the subcontractor into compliance or the subcontractor's contract with contractor is immediately terminated.

Article 15 – Governing Law

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

Article 16 -- Integration and Modification

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

Article 17 -- Severability

If any term or provision of this contract or the application of such term or provision to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this contract or the application of such term or provision to any persons or circumstances other than those as to which it is held to be invalid or unenforceable, shall remain unaffected and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

Article 18 -- Equal Employment Opportunity

A. During the performance of this contract, the Contractor will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran status, age, political belief, or place of birth. The Contractor will take affirmative action to ensure that during employment, it treats all employees and contract workers without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran's status, age, political belief, or place of birth. Such action shall include, but is not limited to: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR will incorporate the foregoing requirements of this Section in all of its contracts for any of the work prescribed in this Contract, and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

B. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the CONTRACTOR complies with all applicable federal and state non-discrimination laws. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability, or veteran status. The CONTRACTOR will incorporate the foregoing requirements of this Section in all of its contracts for any of the work prescribed in this Contract, and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

C. The Contractor certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and non-discrimination laws and regulations including, but not limited to:

- Title III, VI and Title VII of the Civil Rights Act of 1964, as amended;
- Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60;
- Equal Pay Act of 1962, as amended;
- Age Discrimination in Employment Act of 1967, as amended;
- Title IX of Educational Amendments of 1972;
- Section 504 of the Rehabilitation Act of 1973;
- Age Discrimination Act of 1975;
- Americans with Disabilities Act of 1990, as amended;
- Fair Housing Act, as amended;

- Fair Credit Reporting Act, as amended;
- Equal Educational Opportunities Act, as amended;
- Uniform Relocation Act, as amended; and
- Sections 122.71 and 153.59, and Chapter 4112, Revised Code.

Article 19 – Compliance Requirements

The Contractor agrees to comply with all applicable federal, state and local legal requirements, including, but not limited to:

- Davis-Bacon Act (40 U.S.C. 276a to 276a-7, Public Law 74-403, as supplemented by Department of Labor regulations (29 CFR Part 5);
- Sections 103 and 107 of the Contract Work hours and Safety Standards Act (40 U.S.C. 327 through 330 as supplemented by Department of Labor regulations (29 CFR part 5);
- Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in department of labor regulations (29 C.F.R. Part 3);
- 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);
- 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);
- 29 CFR Part 98 and 45 CFR 76 regarding a drug-free workplace. Contractor will make a good faith effort to ensure all employees performing duties or responsibilities under this contract, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way;
- Sections 3517.13 (I) and (J), Revised Code, which require that no agency or department of the state of Ohio nor any political subdivision of the state shall enter into any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars with a corporation, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785, Revised Code, estate, or trust.

Article 20 – Child Support

Contractor agrees to cooperate with ODJFS and any child support enforcement agency in ensuring Contractor or employees of Contractor meet child support obligations established under state or federal law. By executing this contract, Contractor certifies present and future compliance with any court or administrative order for the withholding of support which is issued pursuant to Chapter 3113, Revised Code.

Article 21 – Benefits

Neither Contractor nor its agents or employees shall be considered employees of the Agency for any purposes and, therefore, they are not eligible for sick leave, vacation, hospitalization, or any other fringe benefits provided to employees of the state of Ohio or of Williams County.

Kyle Towne
Kylee Towne
Director

1/21/26
Date

Aaron G. Keller
Aaron G. Keller, VP
K & P Medical Transportation, Ltd.

1/23/26
Date

WILLIAMS COUNTY COMMISSIONERS

Scott A. Lirot
President, Scott A. Lirot

1-5-26
Date

Bartley E. Westfall
Vice-President, Bartley E. Westfall

1-5-26
Date

Not Present

Terry N. Rummel
Member, Terry N. Rummel

Date

SIGNATURE PAGE

Agreement Title: CONTRACT AMENDMENT BETWEEN WILLIAMS COUNTY DEPARTMENT OF JOB & FAMILY SERVICES AND AND MEDICAL TRANSPORT LTD.

WILLIAMS COUNTY PROSECUTOR

This Agreement is approved as to form, with deletion of any indemnity clauses and attorney fee provisions in accordance with Ohio Attorney General Opinions 99-049 and 2005-007.

Katherine J. Zartman
Katherine J. Zartman, Williams County Prosecutor

02/02/2025
Date

FISCAL OFFICER'S CERTIFICATE
5705.41 O.R.C.

The undersigned, County Auditor of Williams County, hereby certifies that the amount required to meet this contract has been lawfully appropriated for such purpose, and is in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

Vickie Grimm
Vickie Grimm, Williams County Auditor

2-3-26
Date

Attachment A

K & P Medical Transportation, LTD. Trip Rates for Youth and Workforce Programs

Rates from Williams County will be scheduled as follows:

Wheelchair Van & Ford Transit Van:

- \$3.95/loaded mile + \$25.00 base/pickup fee

Standard Sedan (Non-Wheelchair):

- \$3.75/loaded mile, with a one-way minimum of \$18.75
- Trips greater than 60 miles one-way will be discounted to \$3.25/mile.

****No payment will be made for No call/ No show.**

Google Maps will be used to calculate miles.

Rates can be quoted by dispatchers as needed.

RESOLUTION 26-0082

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
February 5, 2026

In the Matter of:
Approving a Memorandum of Understanding

The Board of Williams County Commissioners met in regular session on the above date with the following members present:

Scott A. Lirot, Yes Bartley E. Westfall, Yes Terry N. Rummel, NIP

Commissioner Westfall moved adoption of the following resolution:

WHEREAS, on February 3, 2026 the Williams County Department of Job and Family Services submitted to the Williams County Commissioners a Memorandum of Understanding between Williams County Department of Job and Family Services and Williams County Board of DD for shared funding for child placement at Genacross Family & Youth Services – Lutheran Home Society, Inc. at a cost not to exceed per diem rate of \$500.00 (JFS \$300/day, Board of DD \$200/day); Term: July 31, 2025 through October 24, 2025; therefore

BE IT RESOLVED, by the Board of Williams County Commissioners we do hereby approve the MOU as stated above. A copy of the MOU will be on file with Williams County Department of Job and Family Services; therefore

BE IT FURTHER RESOLVED, that it is further found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were so adopted in an open meeting of this Board and that all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Commissioner Lirot seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, yes

Mr. Bartley E. Westfall, yes

Mr. Terry N. Rummel, —

WILLIAMS COUNTY COMMISSIONERS

Scott Lirot
President of the Board of Commissioners

[Signature]
Vice-Pres of the Board of Commissioners

Not Present
Member of the Board of Commissioners

RESOLUTION 26-0083

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
February 5, 2026

In the Matter of:
Approving a Memorandum of Understanding

The Board of Williams County Commissioners met in regular session on the above date with the following members present:

Scott A. Lirot, Yes Bartley E. Westfall, Yes Terry N. Rummel, NIP

Commissioner Westfall moved adoption of the following resolution:

WHEREAS, on February 3, 2026 the Williams County Department of Job and Family Services submitted to the Williams County Commissioners a Memorandum of Understanding between Williams County Department of Job and Family Services and Williams County Board of DD for shared funding for child placement at Community Teaching Homes at a cost not to exceed per diem rate of \$513.00 (JFS \$313/day, Board of DD \$200/day); Term: October 24, 2025 through June 30th, 2026; therefore

BE IT RESOLVED, by the Board of Williams County Commissioners we do hereby approve the MOU as stated above. A copy of the MOU will be on file with Williams County Department of Job and Family Services; therefore

BE IT FURTHER RESOLVED, that it is further found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were so adopted in an open meeting of this Board and that all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Commissioner Lirot seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, yes

Mr. Bartley E. Westfall, yes

Mr. Terry N. Rummel,

WILLIAMS COUNTY COMMISSIONERS

Scott Lirot
President of the Board of Commissioners

[Signature]
Vice-Pres of the Board of Commissioners

Not Present
Member of the Board of Commissioners

RESOLUTION 26-0084

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
February 5, 2026

In the Matter of:
Approving a Memorandum of Understanding

The Board of Williams County Commissioners met in regular session on the above date with the following members present:

Scott A. Lirot, Yes Bartley E. Westfall, Yes Terry N. Rummel, NIP

Commissioner Westfall moved adoption of the following resolution:

WHEREAS, on February 3, 2026 the Williams County Department of Job and Family Services submitted to the Williams County Commissioners a Memorandum of Understanding between Williams County Department of Job and Family Services, Williams County Board of DD and Four County ADAMh's Board for shared funding for child placement at Genacross Family & Youth Services – Lutheran Homes Society, Inc. at a cost not to exceed per diem rate of \$500.00 (JFS \$270/day, Board of DD \$180/day, ADAMhs Board \$50/day); Term: July 1st, 2025 through October 24th, 2025; therefore

BE IT RESOLVED, by the Board of Williams County Commissioners we do hereby approve the MOU as stated above. A copy of the MOU will be on file with Williams County Department of Job and Family Services; therefore

BE IT FURTHER RESOLVED, that it is further found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were so adopted in an open meeting of this Board and that all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Commissioner Lirot seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, yes

Mr. Bartley E. Westfall, yes

Mr. Terry N. Rummel, —

WILLIAMS COUNTY COMMISSIONERS

Scott Lirot
President of the Board of Commissioners

Bartley Westfall
Vice-Pres of the Board of Commissioners

Not Present
Member of the Board of Commissioners

RESOLUTION 26-0085

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
February 5, 2026

In the Matter of:
Approving a Memorandum of Understanding

The Board of Williams County Commissioners met in regular session on the above date with the following members present:

Scott A. Lirot, Yes Bartley E. Westfall, Yes Terry N. Rummel, NIP

Commissioner Westfall moved adoption of the following resolution:

WHEREAS, on February 3, 2026 the Williams County Department of Job and Family Services submitted to the Williams County Commissioners a Memorandum of Understanding between Williams County Department of Job and Family Services, Williams County Board of DD and Four County ADAMh's Board for shared funding for child placement at Specialized Alternatives for Families & Youth of Ohio, Inc at a cost not to exceed per diem rate of \$142.94 (JFS \$142.94/day, Board of DD \$0/day, ADAMhs Board \$0/day); Term: October 24th, 2025 through November 11th, 2025; therefore

BE IT RESOLVED, by the Board of Williams County Commissioners we do hereby approve the MOU as stated above. A copy of the MOU will be on file with Williams County Department of Job and Family Services; therefore

BE IT FURTHER RESOLVED, that it is further found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were so adopted in an open meeting of this Board and that all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Commissioner Lirot seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, yes

Mr. Bartley E. Westfall, yes

Mr. Terry N. Rummel, —

WILLIAMS COUNTY COMMISSIONERS

Scott Lirot
President of the Board of Commissioners

[Signature]
Vice-Pres of the Board of Commissioners

Not Present
Member of the Board of Commissioners

RESOLUTION 26-0086

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
February 5, 2026

In the Matter of:
Approving a Memorandum of Understanding

The Board of Williams County Commissioners met in regular session on the above date with the following members present:

Scott A. Lirot, Yes Bartley E. Westfall, Yes Terry N. Rummel, NIP

Commissioner Westfall moved adoption of the following resolution:

WHEREAS, on February 3, 2026 the Williams County Department of Job and Family Services submitted to the Williams County Commissioners a Memorandum of Understanding between Williams County Department of Job and Family Services, Williams County Board of DD and Four County ADAMh's Board for shared funding for child placement at Ohio Teaching Family Association at a cost not to exceed per diem rate of \$551 (JFS \$321/day, Board of DD \$180/day, ADAMhs Board \$50/day); Term: November 11th, 2025 through June 30, 2026; therefore

BE IT RESOLVED, by the Board of Williams County Commissioners we do hereby approve the MOU as stated above. A copy of the MOU will be on file with Williams County Department of Job and Family Services; therefore

BE IT FURTHER RESOLVED, that it is further found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were so adopted in an open meeting of this Board and that all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Commissioner Lirot seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, <u>yes</u>	WILLIAMS COUNTY COMMISSIONERS <u>Scott Lirot</u> President of the Board of Commissioners
Mr. Bartley E. Westfall, <u>yes</u>	<u>Bartley Westfall</u> Vice-Pres of the Board of Commissioners
Mr. Terry N. Rummel, <u>—</u>	<u>Not Present</u> Member of the Board of Commissioners