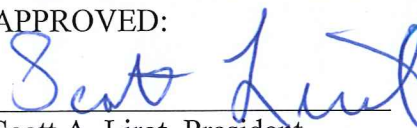


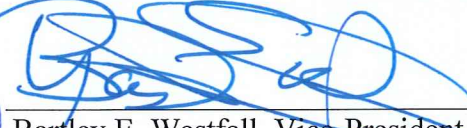
Description	Williams County Commissioners Regular Session #10	
Date	Thursday, February 12, 2026	
Time	Speaker	Note
10:04:55 AM	SL	All right we will bring the meeting to order and begin with the Pledge.
10:05:16 AM	Roll Call	TR: Yes; BW: Yes; SL: Yes; Quorum Met
10:05:26 AM	Resolution 92	Approving the minutes from February 10, 2026; BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
10:05:46 AM	SL	Took a phone call on the way here somebody wants to go look at the apartments.
10:06:13 AM	Resolution 93	Approving the Agenda as presented; BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
10:06:52 AM	Resolution 94	Approving the payment of bills; BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
10:07:14 AM	TR/BW	One comment on the bills did you see the Ohio Billing for EMS at \$7,722 that is just noteworthy because we are having a meeting with those folks at some point. That is the one that Kyle/Jesse is trying to get set up at some point. I just kind of like to know that 6% of what they billed for us, I don't know that it matters at this point besides know what the dollar is. BW: Yea, I don't know the timeframe, how much does that cover? TR: One month, I think that was a contract of 6% of the monthly bills, so that was for the month of January. They billed us \$7,700 so if you do backwards math, they brought in \$100,000, right?
10:08:11 AM	Resolution 95	Supplemental Appropriations; BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
10:08:59 AM	Resolution 96	Approving the Addenda to OhioMHAS Eastway Corp on behalf of JFS; BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
10:10:00 AM	Resolution 97	Authorizing the Regional Planning Commission to apply for the 2026 Ohio Department of Agricultural Comprehensive Land Use Planning Grant; BW: That is that \$50,000 Grant; AR: Correct; BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
10:10:47 AM	Resolution 98	Entering into an Equitable Sharing Agreement on behalf of the Sheriff's Office; BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
10:12:11 AM	Resolution 99	Entering into an Agreement between EMS and Parkview Bryan regarding transports for 2 years beginning Jan 1, 2026 to December 31, 2027; BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
10:13:14 AM	Comm	SL: You said that is a one-year contract, right? AR: Two year; SL: Do we have that on a reminder? BW: They will; SL: Like they did last year and missed it; BW: Well, I made a point of that this morning. TR: It is not a bad idea Scott to ask the Clerk to put that on a reminder about 90 days before January, so 90 days so it would be September of 2027 for a reminder to pop up SL: Just to help them

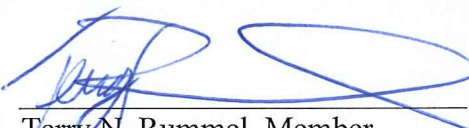
		out; TR: Yea. SL: We don't know if we are going to have the same people out there, you never know.
10:13:30 AM	Resolution 100	Accepting and awarding the bid for Project 2-2026 Durham Estates Storm Sewer Improvements to Dangler Excavating; BW: Motion; TR: Second; SL: Discussion: Did we see which one that was they were the cheap ones too they must have been good with it. BW: Right, they were going to look over it because of the concerns of the difference between them, they were concerned with the spread; SL: Yeah \$100,000 difference; BW: They doubled checked them to make sure; SL: Must be a lot of hungry excavators out there right now; TR: Today, yeah, the worlds a changing isn't it; SL: Doing that kind of work I guess maybe huh; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
10:15:25 AM	Also Signs	Credit Card Appropriation for Commissioners to amend February's Request; Permit to use County Property from Melissa Ewers for No Kings 3 Protest/Rally on March 28; Permit to work within County/Township Road Right-of-Way-Limits on behalf of Toledo Edison
10:17:26 AM	Executive Session	BW: I make a motion that we go into Executive Session under ORC 121.22(G)(1) for employment purposes and invite our Department of Aging Director, Sarah Stubblefield to join us and Vond also; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
10:58:14 AM	RECESS	Coming out of executive session with no decision and we stand in recess.
12:13:44 PM	Executive Session	BW: We are coming on record and I would like to make Motion that we go into Executive Session under ORC 121.22(G)(1) for employment purposes; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
12:52:51 PM	SL	We are coming out of Executive Session with No action.
12:53:00 PM	Comm	SL: Is there anything else from the Commissioners? BW/TR: I have nothing
12:53:02 PM	ADJOURNED	SL: We stand adjourned.

WILLIAMS COUNTY COMMISSIONERS

APPROVED:


Scott A. Lirot, President


Bartley E. Westfall, Vice-President


Terry N. Rummel, Member

ATTEST:


Anne M. Retcher, Clerk

RESOLUTION 26-0092

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
February 12, 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, Yes

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 10, 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 Rummel seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, yes

Mr. Bartley E. Westfall, yes

Mr. Terry N. Rummel, yes

WILLIAMS COUNTY COMMISSIONERS

Scott A. Lirot
President of the Board of Commissioners

Terry N. Rummel
Vice-Pres of the Board of Commissioners

Bartley E. Westfall
Member of the Board of Commissioners

RESOLUTION 26-0093

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
February 12, 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, Yes

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 Rummel seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, yes

Mr. Bartley E. Westfall, yes

Mr. Terry N. Rummel, yes

WILLIAMS COUNTY COMMISSIONERS

Scott A. Lirot
President of the Board of Commissioners

Bartley E. Westfall
Vice-Pres of the Board of Commissioners

Terry N. Rummel
Member of the Board of Commissioners

RESOLUTION 26-0094

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
February 12, 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, Yes

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 Rummel seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, yes

Mr. Bartley E. Westfall, yes

Mr. Terry N. Rummel, yes

WILLIAMS COUNTY COMMISSIONERS

Scott Lirot
President of the Board of Commissioners

Bartley E. Westfall
Vice-Pres of the Board of Commissioners

Terry N. Rummel
Member of the Board of Commissioners

RESOLUTION 26-0095

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
February 12, 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 (Hillside Advance)

From:	1001-53-161-510000	Comm-Misc Advance Out	\$100,000.00
To:	5018-74-260-474000	Hill-Advance In	\$100,000.00
<i>Reason: Advance funds to cover shortage at Hillside (DM sent a request for funds 02/11/26)</i>			

Department: Williams County IT Department

From:	1001	Unappropriated	\$1,800.00
To:	1001-40-470-506645	Reoccurring Internet Charges	\$1,800.00
<i>Reason: North Annex Fiber Optic from BMU</i>			

From:	1001-40-470-506100	Subscriptions-Memberships	\$16,430.00
To:	1001-40-470-505030	Capital Assets-Computer & Software	\$16,430.00
<i>Reason: Spambrella license not needed, moving funds to purchase switch</i>			

Department: Williams County Dept of JFS

From:	2074-45-302-509034	WIOA Shared Cost	\$1,628.15
To:	2026-03-300-403100	PA Shared Cost Reimbursement	\$1,628.15
<i>Reason: 4th Qtr OMJ Center Reimbursements</i>			

From:	2026-45-300-506403	PCSA TANF	\$12,271.88
To:	2057-75-303-475000	PCSA Transfer In	\$12,271.88
<i>Reason: 4th Qtr Transfer PRC Cost Reimbursement</i>			

Department: Williams County Prosecutor's Office

From:	2010	Unappropriated	\$7,900.00
To:	2010-40-350-506000	Contract Services	\$2,400.00
To:	2010-40-350-509000	Filing Fees	\$2,500.00
To:	2010-40-350-506015	Advertising	\$3,000.00

Reason: To cover titles costs, filing fees, publications, advertising and Sheriff sale costs for tax foreclosures

Department: Williams County Treasurer

From:	1001-40-430-503300	Non-Capital Equipment	\$3,070.00
To:	1001-40-430-505000	Capital Assets- Office Equipment	\$3,070.00

Reason: Purchase currency counter/discriminator

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 Rummel seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, yes

Mr. Bartley E. Westfall, yes

Mr. Terry N. Rummel, yes

WILLIAMS COUNTY COMMISSIONERS

Scott Lirot
President of the Board of Commissioners

Bartley E. Westfall
Vice-Pres of the Board of Commissioners

Terry N. Rummel
Member of the Board of Commissioners

RESOLUTION 26-0096

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
February 12, 2026

In the Matter of:
Entering into an Addenda to 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, Yes

Commissioner Westfall moved adoption of the following resolution:

WHEREAS, on December 16, 2025, Resolution 25-0557 was passed entering into an IV-E Agreement between Williams County Department of Job & Family Services and OhioMHAS-Eastway Corporation at a cost not to exceed \$5,000.00 and for a term of January 1, 2026 through June 30, 2026 with Williams County Job & Family Services; and;

WHEREAS, on February 10, 2026, Williams County Job & Family Services submitted an Addenda to the Agreement between Williams County Department of Job & Family Services and OhioMHAS-Eastway Corporation to add additional funding to the original contract, at a new cost not to exceed \$15,000.00 with the term remaining the same: January 1, 2026 through June 30, 2026; therefore;

BE IT RESOLVED, by the Board of Williams County Commissioners we do hereby approve the Addenda to Agreement as set forth above. A copy of the addenda will be on file with Williams County Job & 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 Rummel seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, yes

Mr. Bartley E. Westfall, yes

Mr. Terry N. Rummel, yes

WILLIAMS COUNTY COMMISSIONERS

Scott Lirot
President of the Board of Commissioners

Bartley E. Westfall
Vice-Pres of the Board of Commissioners

Terry N. Rummel
Member of the Board of Commissioners

RESOLUTION 26-0097

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
February 10, 2026

In the Matter of:

RESOLUTION AUTHORIZING THE REGIONAL PLANNING COMMISSION TO APPLY
FOR THE 2026 OHIO DEPARTMENT OF AGRICULTURE COMPREHENSIVE LAND USE
PLANNING GRANT

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:

WHEREAS, The Ohio Department of Agriculture is seeking grant applications for Comprehensive Land Use Plan grants up to \$50,000 with a 10% match; and

WHEREAS, the existing Williams County Comprehensive Land Use Plan was originally adopted in 1988 and is out of date; and

WHEREAS, an updated Comprehensive Land Use Plan would help to balance economic development pressures with the priority of preserving prime farmland in the rural sector of the County; and

WHEREAS, the Comprehensive Land Use Plan Update would develop policies based on community input and a data driven decision making matrix to protect farmland and to promote smart growth while preserving the county's rural character;

THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Williams County:

SECTION 1: That the Williams County Board of Commissioners hereby approves filing an application for financial assistance under the Ohio Department of Agriculture Land Use Planning Grant Program.

SECTION 2: That the Williams County Board of Commissioners is authorized to submit a Comprehensive Land Use Plan Grant Application to the Ohio Department of Agriculture to provide these grant services as proposed, in the amount of \$50,000.00.

SECTION 3: That the Williams County Board of Commissioners authorizes Dennis Miller Planning Director, as official representative of the Williams County Commissioners, to provide all information and documentation required in said application.

SECTION 4: That the Williams County Board of Commissioners hereby understands and agrees that participation for the Program will require compliance with program guidelines and assurances.

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 Rummel seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, yes

Mr. Bartley E. Westfall, yes

Mr. Terry N. Rummel, yes

WILLIAMS COUNTY COMMISSIONERS

Scott Lirot
President of the Board of Commissioners

Bartley Westfall
Vice-Pres of the Board of Commissioners

Terry Rummel
Member of the Board of Commissioners

RESOLUTION 26-0098

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
February 12, 2026

In the Matter of:
Entering into an Equitable Sharing
Agreement and Certification

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:

WHEREAS, on February 11, 2026, Sheriff Kochert submitted an Equitable Sharing Agreement and Certification on behalf of the Williams County Sheriff's Office for the Annual Certification Report. Ending Equitable Sharing Funds balance is \$14.99 under the Department of Justice Asset Forfeiture Program; therefore

BE IT RESOLVED, by the Board of Williams County Commissioners that we hereby approve to enter into an Equitable Sharing Agreement and Certification on behalf of the Williams County Sheriff's Office as stated above. A copy of the Agreement and Certification will be on file at the Williams County Sheriff's Office.

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 Rummel seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, yes

Mr. Bartley E. Westfall, Yes

Mr. Terry N. Rummel, yes

WILLIAMS COUNTY COMMISSIONERS

Scott Lirot
President of the Board of Commissioners

Bartley Westfall
Vice-Pres of the Board of Commissioners

Terry Rummel
Member of the Board of Commissioners

RESOLUTION 26-0099

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
February 12, 2026

In the Matter of
Entering into an 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, Yes

Commissioner Westfall moved adoption of the following resolution:

WHEREAS, an agreement has been successfully negotiated between the Williams County EMS (transporter) and Parkview Bryan Hospital and its affiliate hospitals for Long Distance Patient Transport Services term of this agreement shall be two (2) years beginning on January 1st, 2026 and ending on December 31, 2027; therefore,

BE IT RESOLVED, by the Board of Williams County Commissioners we do hereby enter into the agreement as set forth above and attached hereto. A copy of the agreement will be on file with Williams County EMS; 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 Rummel seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, yes

Mr. Bartley E. Westfall, yes

Mr. Terry N. Rummel, yes

WILLIAMS COUNTY COMMISSIONERS

Scott Lirot
President of the Board of Commissioners

Bartley E. Westfall
Vice-Pres of the Board of Commissioners

Terry N. Rummel
Member of the Board of Commissioners

**LONG-DISTANCE PATIENT TRANSPORT SERVICES AGREEMENT
BETWEEN
PARKVIEW BRYAN HOSPITAL AND ITS AFFILIATE HOSPITALS
AND
WILLIAMS COUNTY EMERGENCY MEDICAL SERVICE**

This Long-Distance Patient Transport Services Agreement ("Agreement") is made effective as of January 1st, 2026 (the "Effective Date") by and between Community Hospitals and Wellness Centers, whose principal place of business is 433 West High Street, Bryan, Ohio 43506 and Williams County Emergency Medical Service ("Transporter"), a division of Williams County, Ohio, having the address of 5842 OH-15, Bryan, OH 43506 (each individually a "Party," and collectively the "Parties").

RECITALS

1. Hospital operates hospitals in Bryan, Ohio and surrounding areas whose services include inpatient and outpatient hospital services and professional medical services, including primary, emergency, and specialty care.
2. Hospital desires Transporter to provide ambulance patient transport services to Hospital with appropriately equipped vehicles and trained staff.
3. Transporter desires to provide such ambulance patient transport services to Hospital that includes appropriately equipped vehicles and trained staff.

Accordingly, in consideration of mutual promises herein contained, the parties agree as follows:

AGREEMENT

1. Services. Transporter shall provide, on a non-exclusive basis, to Hospital long-distance ambulance transport services for patients of Hospital requiring transportation to and/or from other healthcare facilities not affiliated with Hospital. "Long-distance" means at least 40 miles driving distance one way.
2. Equipment.
 - 2.1) Transporter shall provide appropriately equipped vehicles suitable for either BLS or ALS transports as may be required for each transport service rendered.
 - 2.2) Vehicles shall be maintained in good mechanical condition, be clean, and be equipped with appropriate equipment, supplies, and communication capabilities appropriate for the transport patient.

3. Paramedics, EMTs, and other Transporter staff. Transporter shall, at its sole expense, employ for the operation of the transport vehicles employees which shall at all times be fully qualified to provide ALS or BLS care as appropriate and also to operate the vehicles under Ohio law and all other applicable federal, state, and local laws and regulations.
4. Insurance. Transporter shall at all times during the term of this Agreement have and maintain in full force and effect, at its sole expense, commercial general liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence, commercial automobile liability insurance and workers compensation coverage in compliance with the laws of the state of Ohio.
5. Term. The term of this agreement shall be two (2) years beginning on January 1st, 2026, and ending on December 31, 2027.
6. Termination.
 - 6.1 For Breach. Either party may terminate this Agreement, upon providing at least thirty (30) days prior written notice to the other party, of the other party's breach of any provision of this Agreement; provided, however, that the party who desires to terminate this Agreement has given the breaching party 30 days to cure the breach to the satisfaction of the non-breaching party. The notice of breach under this subsection shall reasonably specify the nature and extent of the breach complained.
 - 6.2 For Cause. Either Party may terminate this Agreement, effective immediately, if (i) such Party determines that continuation of the Agreement would jeopardize the health or welfare of any Hospital patient; (ii) the other Party fails to maintain its licenses or certifications necessary to perform that Party's duties or obligations under this Agreement; (iii) such other Party commits fraud, embezzlement, misappropriation or the like with respect to the other Party or such Party's assets; (iv) any of the terms of this Agreement are held to be in violation of any law or regulation relating to the delivery of and/or reimbursement for health care services; (v) any government agency convicts or enters into a settlement agreement with the other Party regarding a violation or alleged violation of any law; or (vi) a Party is declared insolvent or files for bankruptcy, ceases operations, or makes an assignment for the benefit of creditors.
 - 6.3 Without Cause. At any time after the first anniversary of the Effective Date, either party may terminate this Agreement without cause upon one hundred twenty (120) days' prior written notice to the other.
7. Billing, Compensation, Commitments and Remedies.
 - 7.1 Transporter shall bill Hospital, and Hospital shall pay, \$250 per long-distance transport provided by Transporter in the previous month *that met or exceeded the commitment of responding within sixty (60) minutes of being paged as defined by*

paragraph 7.4. Hospital shall have no obligation to pay for transport where Transporter does not meet the response time required by paragraph 7.4.

- 7.2 In order to provide and incentivize weekend and holiday transport coverage, Transporter agrees to bill, and Hospital agrees to pay, the following stipends equating to \$51,480 annually:

On-Call Paramedic for 13 Holidays	\$5/Hour	13 Days @ 24Hrs	\$1,560
On-Call EMTs (2) for 13 Holidays	\$5/Hour	26 Days @ 24Hrs	\$3,120
On-Call Weekend Paramedic	\$5/Hour	60-hr Weekend @ 52	\$15,600
On-Call Weekend EMTs (2)	\$5/Hour	60-Hr Weekend @ 52	\$31,200
		Total:	\$51,480 Annually

- 7.3 It is understood and agreed by both parties that the maximum amount to be paid by Hospital in any given year under the combined paragraphs 7.1 and 7.2 will be \$200,000.

- 7.4 Response Times: The Parties agree that the Transporter shall ensure that an ambulance arrives at the requested facility within sixty (60) minutes of being paged in order to qualify for the \$250 subsidy amount under paragraph 7.1. These response times would not include situations of "stacked" transfers (where an ambulance is already doing a transfer and another one is requested at the same time). In these instances, the time that the ambulance responds "back in county" will be the time used to begin response time tracking.

8. Independent Contractor. It is understood and agreed that in performing the obligations hereunder, the parties are independent contractors of one another in the performance of each and every part of this Agreement, and that nothing herein shall be construed to establish an employment, agency, or other like relationship between Hospital and Transporter, or between their respective employees, agents, members, and contractors to the other party. At all times during the term of this Agreement, Hospital and Transporter shall conduct themselves as independent contractors and shall not hold themselves out as an agent or employee of each other. No agent, employee or contractor of either party shall or shall be deemed to be the employee, agent or contractor of the other party by virtue of this Agreement, and nothing in this Agreement shall be construed to make either party an employer, directly or indirectly, of the other party's employees under the law. Nothing in this Agreement shall be construed as authority for either party to make commitments that will bind the other party beyond the scope of services contained herein. No joint venture or employer-employee relationship is established by

this Agreement. None of the parties shall have any claim under this Agreement or otherwise against the other parties for vacation pay, sick leave, retirement or Social Security benefits, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind, and each party shall be solely responsible for employment practices and employment contracts with its employees. Personnel of a party shall be on the payroll of that party and continue to receive all applicable wages and benefits and be subject to all terms and conditions of employment of such party.

9. Compliance with Laws. All parties shall at all times comply with applicable federal, state and local laws, statutes, regulations, orders and decrees (including, without limitation, HIPAA, and all applicable state and federal laws prohibiting discrimination against persons on account of race, sex, color, religion, age, national origin or disability). In the event either party receives a legal opinion from a reputable law firm (as mutually agreed by the parties) indicating that this Agreement does not fully comply with federal or state law, the parties agree to renegotiate and revise this Agreement to make it compliant with such federal or state law; provided, however, that if the parties cannot mutually agree on the revisions or if the Agreement cannot be made compliant, either party may terminate this Agreement immediately upon written notice to the other party.
10. Confidentiality. Each party shall maintain the confidentiality of any information provided to it by the other party that is identified as confidential or can reasonably be regarded as confidential ("Confidential Information") and shall take precautions that are at least as protective of its own information to prevent the unauthorized disclosure or use of such Confidential Information, but in no event less than a reasonable degree of care. Confidential Information shall include but not be limited to the terms of this Agreement. The obligations of this section shall not apply to (i) any disclosure required by law (provided that the receiving party first notify the disclosing party and the parties agree to a mutually satisfactory way to disclose such information as necessary for its limited purpose), (ii) Confidential Information that is now or subsequently becomes generally available to the public through no fault or omission of the receiving party, (iii) Confidential Information that is known to the receiving party at the time of disclosure as shown by its prior written records, (iv) Confidential Information that is provided on a non-confidential basis to the receiving party by a third party with the legal right to do so, or (v) Confidential Information that is independently developed by the receiving party without the use of the Confidential Information as evidenced by written documentation. Upon termination of this Agreement for any reason, each party shall cease all use of any of the other party's Confidential Information and shall return to the other party any copies thereof. Any use or disclosure of the Confidential Information by the receiving party in violation of this Agreement may be harmful to the disclosing party. In the event of any such breach, the disclosing party may be entitled to equitable relief, including injunctive relief and specific performance, as a remedy for any such breach (which shall not be the exclusive remedy for breach of this section).
11. Authority. Each individual executing this Agreement represents and warrants that that

individual is duly authorized to execute and deliver this Agreement on behalf of the party or on behalf of whom he/she is signing, and the case may be, in accordance with its terms.

12. Non-Discrimination. Neither Transporter nor Hospital shall discriminate in its provision of services to clients under this Agreement and shall render services to such clients in the same manner, in accordance with the same standards, and within the same time availability as offered to its other clients.
13. Incorporation by Reference. All exhibits, amendments and addenda attached hereto are hereby incorporated herein and made a part hereof.
14. Entire Understanding. This Agreement sets forth the entire understanding between the parties with respect to all matters referred to herein and may not be changed or modified except by an instrument in writing signed by both parties.
15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be but one and the same document.
16. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio.
17. Severability. If any clause, sentence, paragraph or part of this Agreement is adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not affect, impair or invalidate the remainder of this Agreement, but shall be limited in its operation to the clause, sentence, paragraph or part of this Agreement directly involved in the controversy in which such judgment shall have been rendered, and in all other respects the Agreement shall continue in full force and effect.
18. Notices. All notices, requests, demands, documents and other communications required or desired to be given hereunder shall be in writing and delivered either personally, by nationally recognized overnight courier or by first class United States mail, postage prepaid, addressed to the parties at the following addresses or to such other address as either party may specify in writing:

Hospital: Parkview Bryan Hospital
433 West High St.
Bryan, Ohio 43506
Attention: Chad Tinkel, Parkview Ohio Market President

Transporter: _____

All notices shall be deemed to be given on the day personally delivered or, if sent by overnight courier or U.S. Mail, on the day after depositing such notice in an approved receptacle for the overnight courier or United States mail, as the case may be.

19. Force Majeure. If either party hereto is delayed in or prevented from performing any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws, acts, orders, restrictions or regulations, riots, insurrection, war or other reason not the fault of the party delayed in performing work or doing acts required under this Agreement, then performance of such acts shall be excused for the period of the delay and the period for the performance of any such acts shall be extended for a period equivalent to the period of such delay.

[Signatures on the following page(s).]

IN WITNESS WHEREOF, this Agreement has been executed effective as of the Effective Date.

Community Hospitals and Wellness Centers

By: 

Printed: Chad D. Tunkel

Title: President Ohio Market

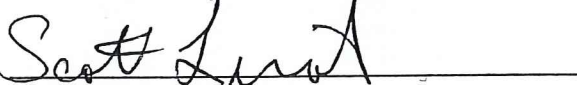
Williams County Emergency Medical Service
Approved to Content

By: 

Printed: Kyle Briske

Title: Chief

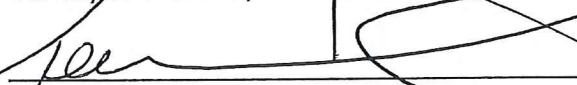
Williams County Commissioners



Scott A. Lirot, President



Bartley E. Westfall, Vice-President



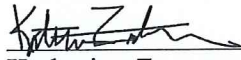
Terry N. Rummel, Member

Date: 02-12-26

Agreement Title: Long-Distance Patient Transport Services Agreement

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, by:



Katherine Zartman
Williams County Prosecuting Attorney

2/11/2026

Date

RESOLUTION 26-0100

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
February 12, 2026

In the Matter of
Accepting & Awarding Bid in regards
To Project #2-2026

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:

WHEREAS, the following companies submitted a bid on February 5, 2026 that was received for Project #2-2026 – Durham Estates Storm Sewer Improvements:

- Dangler Excavating, LLC
- S & S Directional Boring
- B. Hillz Excavating, Inc
- Bryan Excavating
- Vernon Nagel
- Fenson Contracting, LLC
- Advanced Excavating & Demolition
- Taylor Excavating, Inc
- Joe and Joe Contracting

WHEREAS, on February 11, 2026, Todd Roth, Williams County Engineer submitted his letter of recommendation to award the bid to Dangler Excavating, LLC; therefore

BE IT RESOLVED by the Board of Williams County Commissioners that we do hereby support the above recommendation to accept and award the bid to:

- Dangler Excavating, LLC

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 Rummel seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, yes

Mr. Bartley E. Westfall, yes

Mr. Terry N. Rummel, yes

WILLIAMS COUNTY COMMISSIONERS

Scott Lirot
President of the Board of Commissioners

Bartley Westfall
Vice-Pres of the Board of Commissioners

Terry Rummel
Member of the Board of Commissioners