

THE BOARD OF ATHENS COUNTY COMMISSIONERS, met in regular session, with Lenny Eliason presiding, Chris Chmiel and Charlie Adkins in attendance.

Agenda

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve the following agenda:

Athens County Board of County Commissioners

Meeting Agenda for Tuesday, April 16, 2024 Convenes at 9:30 a.m.

Approve Agenda

Approve Minutes April 2, 2024

Approve Appropriations, Transfers, New Line Items Requests/Changes & Bills

New Fund: Interdiction (Grant Funding/County Match) 234.2234.422101

New Fund: Health Dept - Healthy Aging 662.2662.560887

Transfer: from S&W Grant 001.1215.560610 to Trans In3 651.2651.422105 \$137,505.46

Transfer: from Comm Grant Tr Out GL 001.1236.589000 to Bike Path Transfer In 502.2502.422101 \$21,303.01

9:30 Matthew Starkey- Children Services Child Abuse Prevention Month

9:45

10:00 Bid Opening - Sheriff's Addition

10:15

10:30 W&S Supt Rich Kasler - weekly updates

10:45

11:00 DJFS Dir Jean Demosky - weekly updates

11:15 EMS- Payroll Discussion

11:30 LUNCH

Agenda Items

LPA Federal Local-LET Project Agreement

Startec - Access Control

Termination policy and procedures for Gorby's Mobile Home Park

Radio Tower - Termination of Easement (Quit Claim)

NACo TechXchange Subscription

Sheriff Smith easement Request

911 New Hire - Intermittent Dispatcher

CORSA Participation Agreement

Transfer for County Audit

~TRAVEL

Auditor - Tammi Goeglein, Leah Allen, Darion Sims; Training 210 E. Main Street, Lancaster, OH; 04/15/24

EMA - Melissa Blank: Ohio EMA Spring Conference, Columbus, OH; April 15-17

Treasurer - Ric Wasserman; Ohio Treasurer's Association Conference, Columbus, OH; May 14-16

Treasurer - Ric Wasserman; Ohio Land Bank Conference, Akron, OH; April 23-26

Clerk of Courts - Candy Russell, Dottie Adkins; OCCA Summer Conference, Oregon, OH; June 11-14

ADJOURNMENT

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Minutes

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve the minutes for April 2, 2024.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Appropriations, Transfers, New Line Items Requests/Changes & Bills

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins approving the Appropriations, Transfers, New Line Items Requests/Changes New Fund: Interdiction (Grant Funding/County Match) 234.2234.422101, New Fund: Health Dept - Healthy Aging 662.2662.560887, Transfer: from S&W Grant 001.1215.560610 to Trans In3 651.2651.422105 \$137,505.46, Transfer: from Comm Grant Tr Out GL 001.1236.589000 to Bike Path Transfer In 502.2502.422101 \$21,303.01 and approving the payment of the required County Bills, which are included in the Auditor's Office INVOICE TRACKING REPORT - From: 04/09/2024 To: 04/16/2024 and the bills are hereby the same and authorize the County Auditor to issue warrants on the County Treasurer for payment in the same. Complete list of bills maintained in the Auditor's office.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Matthew Starkey - Children SVC Child Abuse Prevention Month

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to adopt the proclamation:

Athens County Commissioner's Proclamation

Whereas, children represent our greatest hope for the future and Athens County will hold firm in its commitment to ensure the safety, health, and well-being of our children; and

Whereas, of concern to all Athens County residents are the problems of child abuse and neglect, which jeopardize the vulnerable lives of our children and cause long-lasting damage to a child's physical, emotional, and cognitive well-being; and

Whereas, it is the moral responsibility of all individuals to report suspected acts of abuse and/or neglect, both physical and emotional, to Athens County Children Services, and all are encouraged to support efforts that promote a safe, nurturing environment where families can raise their children; and

Whereas, the prevention of child abuse and neglect relies on strong partnerships among citizens, social service organizations, businesses, law enforcement, schools, and religious organizations working together to strengthen initiatives that protect children of all ages from abuse and neglect.

Whereas, Athens County continues to promote education and awareness programs that strive to end child abuse and neglect, and all citizens should be aware of the dangers of child abuse within our society; and

Whereas, as a community, we can all help restore hope to the lives of victim, thereby strengthening our families and our community for the future; and

Whereas, the second Wednesday of the Month shall be recognized as "Wear Blue Day";

Now, Therefore, We, Lenny Eliason, Chris Chmiel, and Charlie Adkins, Athens County Commissioners, do hereby proclaim April 2024 as

Child Abuse Prevention Month

In Athens County, calling upon its citizens, social service organizations, businesses, law enforcement, schools, and religious organizations to increase their participation in efforts to prevent child abuse and neglect.

Signed this 16th day of April 2024

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

LPA Federal Local - LET Project Agreement

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve the LPA Federal Local - LET Project Agreement. Complete copy is on file in the Commissioners Office.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Startec - Access Control

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve the Startec Security Proposal as follows:

After complete inspection of your property, I propose the following for your Access Control needs:

Access Control

- 1-Alarm.com 2 Door Expander
- 1-HID Prox Reader
- 1-HES 5000 Electric Door Strike
- 1-Power Supply with Backup Battery
- Total \$3,500.00 plus \$5.00 per month

The above investment includes all parts and labor with a one year warranty on both. Customer will need to supply any necessary 120v outlets. If you have any questions, please give me a call at 614-517-3698.

Sincerely,
Philip E. Salyers
President

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Radio Tower - Termination of Easement (Quit Claim) (Rescinded the Motion on May 7, 2024 page 187)
A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve the termination of easement of the radio tower as follows:

Termination of Easement
-QUIT CLAIM-

KNOW ALL PERSONS BY THESE PRESENTS the Deed for real property made the 27th Day of April, 2004 between the ATHENS COUNTY BOARD OF COMMISSIONERS, GRANTORS, of 15 South Court Street, 2nd Floor, City of Athens, County of Athens, State of Ohio, and TRUSTEE TO THE BISHOP OF THE ROMAN CATHOLIC DIOCESE OF STEUBENVILLE, OHIO AND UNDER THE REGULATIONS, CANONS, AND DISCIPLINES OF THE ROMAN CATHOLIC CHURCH, As Trustee of the Congregation of St. Paul's Catholic Church, whose tax mailing address is 38 North College Street, Athens, Ohio 45701, GRANTEE, included an easement.

Grantor, in consideration of \$15,000.00 and other good and valuable consideration, paid by grantee, releases and forever relinquishes to grantee all the right, title, interest, estate, claim, and demand, both at law and at equity, of grantor, of, in, and to the real property, together with all improvements, ways, easements, rights, privileges, and appurtenances held or owned by or of grantor in the easement described as follows:

Situated in Out-lot 183 and 191 in Section 14, T.9 R-14, Athens Township, Athens County, Ohio and being part of a 3.068 acre tract (Vol. 353, Page 1538 O.R.).

Commencing at an iron pipe at the South-west corner of the heavy Books Subdivision. Thence, North 16 degrees 56 minutes 11 seconds East, 64.36 feet to an iron pin set and being the point of beginning for the tract of land herein described;

Thence, north 33 degrees 29 minutes 11 seconds East, 128.10 feet to a chain link fence corner post;

Thence along a chain link fence, North 60 degrees 19 minutes 05 seconds East 44.28 feet to a chain link fence corner post;

Thence North 32 degrees 11 minutes 13 seconds West, 30.57 feet to a chain link fence post;

Thence, north 57 degrees 11 minutes 13 seconds West, 132 feet, to a concrete right of way monument (as per deed)

Thence, along the west-line of said tract, south 60 degrees 29 minutes 37 seconds West, 146.29 feet to a point;


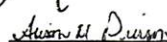
Thence, Court 43 degrees 19 minutes 47 seconds East, 212.64 feet to the point of beginning.

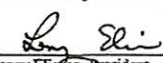

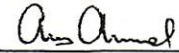
Prior Reference: Volume 366, Page 624, Official Records of Athens County, Ohio.

The above-described easement includes an existing radio tower facility, underground electrical source, and an existing access road. Grantor, for good and valuable consideration, hereby transfers and forever relinquishes said items and equipment in its current condition, as is, caveat emptor, to grantee as part of this agreement. Grantee also shall take over payment of any utilities to said facility as part of this agreement.

Grantor further assigns any and all leases for the above-mentioned facilities to grantee to comply with all contractual obligations of said leases till expiration.

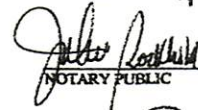
In witness thereof, signed this 16 day of April, 2024.


Witness

Witness

Athens County Board of Commissioners

Lenny Eliason, President

Charlie Adkins

Chris Chmiel

State of Ohio,
County of Athens, ss:

The foregoing instrument was acknowledged before me this 16 day of April, 2024.


NOTARY PUBLIC



This instrument was prepared by:
Keller J. Blackburn, Athens County Prosecuting Attorney

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

NACo Tech Xchange Subscription

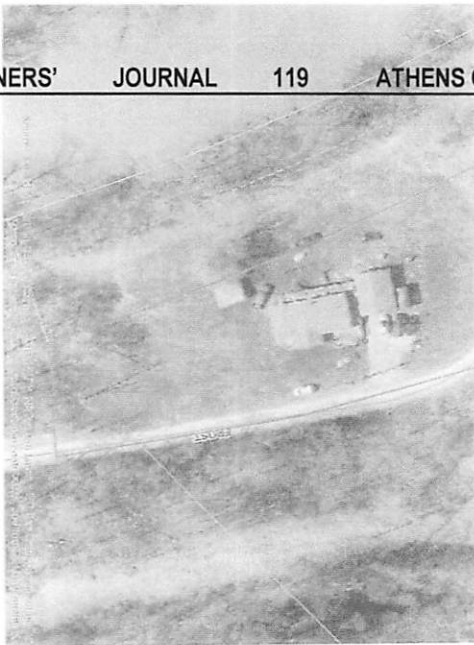
A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve the invoice for NACo Tech Xchange Subscription in the amount of \$800.00.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Sheriff Smith Easement Request

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to terminate the easement as requested by Sheriff Rodney Smith:

See back of page 156 through 157



Document # 20170000764 Page 157 of 157

20170000764
Filed for Record in
Athens County, Ohio
JULIA WILSON,Recorder
07-13-2017 at 09:01 AM
64-09
08 Book Size Page 1547 - 1570

TRANSFER NOT RECORDED
JUL 13 2017
JULIA WILSON
Recorder

TRAIL EASEMENT

THIS TRAIL EASEMENT is made and entered into this 12th day of July, 2017 by and between Rodney A. and Brenda S. Smith, husband and wife, (hereinafter referred to as "Grantor"), and The Athens Conservancy, an Ohio nonprofit corporation of Athens County, Ohio (hereinafter referred to as "Grantee"). Whomever uses herein the terms "Grantor" and "Grantee" include all the parties to this instrument and their respective heirs, legal representatives, successors and assigns. Grantor is used for singular or plural, as the context requires.

WITNESSETH:

Grantor, for and in consideration of ONE DOLLAR (\$1.00) and other valuable considerations paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, hereby conveys, grants, bargains and sells unto the Grantee with general warranty covenant, a perpetual, non-exclusive easement for the purpose of construction and maintenance of a public multi-use multi-purpose trail upon and across the following described lands located in Athens County, Ohio, to wit:

The real property described in Volume 291, Page 1765 of the Athens County Recorder's Official Records as further reflected on the attached survey plat. The approximate location of the easement shall follow the redlined lot as shown on the Athens County GIS map also attached hereto.

The trail shall be constructed and maintained in conformance with generally accepted design standards, and may include paved and unpaved trail surfaces, at-grade shoulders, vegetative buffers, signage, and such improvements as necessary to comply with all local requirements, including the Americans with Disabilities Act and any other local, state, or federal requirements. Grantor hereby declares and covenants that the general public shall have and be allowed regular access to the Trail Easement Area, for the purposes of walking, jogging, running, bicycling, horse riding and like activities, but specifically excluding all motorized vehicles except as authorized by Grantor for construction, maintenance, management, police and emergency purposes. Grantee shall have the right to regulate public access to, and activities within, the Trail Easement Area.

Grantee shall have the right to upgrade or otherwise modify the trail in the manner Grantee determines to be appropriate that is consistent with the usage described herein and shall further have the right to require Grantor to keep the Trail Easement Area free from obstructions which prevent reasonable public access to and along the Trail Easement Area. After the Trail is constructed, Grantee shall assume responsibility for Trail and Trail Easement maintenance.

Grantor reserves the right to terminate this easement after a fifteen (15) year period if the easement area is not maintained in a manner appropriate to meet the usage by the Grantee outlined above and otherwise not kept free of trash and acts of vandalism. In the event that Grantor believes that the obligations of the Grantee are not being met as set forth in this paragraph, Grantor shall give written notice of the same to Grantee and Grantee shall have thirty (30) days to remedy the breach identified. This right of termination shall expire upon the transfer of the property from the Grantor to any other third party unless the property is transferred to Troy Smith who is the son of Grantor. If the property is transferred to Troy Smith, the right of termination shall expire upon the transfer from Troy Smith to any other third party.

Grantor shall have the right to use and cross the Trail Easement, however, such use shall not unreasonably interfere with Grantor's use of the Trail or Trail Easement. In the event Grantor disturbs the Trail Easement, Grantor shall promptly restore said area to its former condition as nearly as is reasonably possible after such disturbance.

Instrument # 20170000764 01 Page 157 of 157

The easement granted herein shall constitute an easement running with the land as property and shall burden the lands described above.

GRANTOR

Rodney A. Smith
Rodney A. Smith

STATE OF OHIO
COUNTY OF ATHENS

The foregoing instrument was acknowledged before me this 12th day of July, 2017, by Rodney A. Smith.

Christian S. Gerig
CHRISTIAN S. GERIG
Notary Public
My commission has no expiration date
Sec. 167.03(C)

By Commission Expires: (none)

Brenda S. Smith
Brenda S. Smith

STATE OF OHIO
COUNTY OF ATHENS

The foregoing instrument was acknowledged before me this 12th day of July, 2017, by Brenda S. Smith.

Christian S. Gerig
CHRISTIAN S. GERIG
Notary Public
My commission has no expiration date
Sec. 167.03(C)

By Commission Expires: (none)

PREPARED BY: CHRISTIAN S. GERIG, ATTORNEY AT LAW, ATHENS, OHIO

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

911 New Hire - Intermittent Dispatcher

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve the 911 New Hire - Intermittent Dispatcher as requested by Dir. Teresa Fouts-Imler:

Michael S. Carter - Intermittent Dispatcher with a start date of April 19, 2024

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

CORSA Participation Agreement

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve the 2024 Participation Agreement with CORSA. Complete document on back of page 160 through back of page 161.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Transfer for County Audit

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve the transfer of \$2,320.00 for the additional cost for the County Audit Agreement.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Travel

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve the following travel:

- Auditor - Tammi Goeglein, Leah Allen, Darion Sims; Training 210 E. Main Street, Lancaster, OH; 04/15/24
- EMA - Melissa Blank: Ohio EMA Spring Conference, Columbus, OH; April 15-17
- Treasurer - Ric Wasserman; Ohio Treasurer's Association Conference, Columbus, OH; May 14-16
- Treasurer - Ric Wasserman; Ohio Land Bank Conference, Akron, OH; April 23-26
- Clerk of Courts - Candy Russell, Dottie Adkins; OCCA Summer Conference, Oregon, OH; June 11-14

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Suspend

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to suspend the rules and declare an emergency and add the following to the agenda:

Murray City Sewer Line - Hocking County Commissioner's

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Murray City Sewer Line - Hocking County Commissioner's

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve the sewer line hookup to 20869 Gift Street in Murray City to the Murray City Sewer Line:

April 26, 2024

The Athens County Board of County Commissioners would like to advise the new residence located at 20869 Gift Street in Murray City be connected to the Murray City Sewer Line. This has been reviewed by the Hocking and Athens County Health Departments, sewer departments and boards of commissioners. Even though this residence is situated in Athens County, because of its proximity to the Murray City sewer lines, it should be connected to the Murray City Municipal sewer system. If there are any further questions, please let us know.

In Service,

The Athens County Board of Commissioners

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Bid Opening - Sheriff's Addition

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to acknowledge the receipt of the following bids for the Sheriff's Addition:

Stockmeister Enterprise	
Bid:	\$196,478.65
Addendum # 1:	\$21,264.28

Bond: Yes

GraeCon Construction
 Bid: \$167,150.00

Addendum # 1: \$19,850.00

Bond: Yes

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Reject Bids - Sheriff's Addition

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to reject the bids for the Sheriff's Addition it exceeds the threshold.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

W&S Supt Rich Kasler - Weekly Updates

Completing the bore on SR 56, section next to Union Church. The bore work is complete back on Heatherstone and getting ready to set the lift station. Still some concerns with electrical services for the remaining lift stations, Supt Rich Kasler stated that he hasn't been able to get in contact with the AEP representative. Supt Rich Kasler said that there are still situations with Elliottsville pump station and the subcontractors are working through and taking care of the issues.

Termination Policy & Procedures for Gorby's Mobile Home Park

Commissioner Eliason is going to respond to Gorby's Mobile Home Park that they can petition the bill and seek some relief on the bill, but we are not changing the policy about the meters. If Gorby's Mobile Home Park wants the Sewer Department to pull the meters then there will be a charge to get service back to that location.

DJFS Dir. Jean Demosky - Weekly Updates

1. Program Updates
 Area 14 Job Fair 04/25/2024 10-2 Community Center
 BTSB 1055 students! Deadline for Apps 04/19/2024
 SUN Bucks (Age 5-18) \$120 each child school age
2. Contracts/Business/Grants
 Cale's Contract
 Several Grant Applications Submitted
3. No Nelsonville Project Meeting Today - Done other than window
 510 Building (street horrible-Tammy worried about Building with the vibration)
4. Human Resources
 4 ERS2s Posted to Public
 Driver (internal)
 SPC (internal)

DJFS Dir. Jean Demosky - Cale's Car Care, LLC

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve the following contract for Cale's Car Care, LLC as requested by Dir. Jean Demosky:

Total \$ Value: \$20,000.00

Contract Period: 04/01/2024 - 03/31/2025

Program Acct. & Code to be Charged: 010/510050

Describe Billing Procedure: Payment shall be made after services are rendered and after receipt of the invoices

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

EMS - Motorola Solutions Lease Agreement

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve Commissioner Eliason to sign the Municipal Lease with Motorola Solutions for EMS.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

EMS - EMS Week

EMS Week will be May 19-25, Chief Pyle will be purchasing plaques for employees that have marked 50 years down to 10 years of service.

EMS - Laptop

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve the HP 15 Notebook Laptop in the amount of \$519.99 as requested by Asst. Chief Randall Crossen Jr.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

EMS & DJFS - Payroll Discussion

Commissioner Eliason stated that all departments with union contracts need to submit their start and end pay period dates, so that the Auditor's Office and the Commissioners can get a better idea of the different contracts. Once that information is generated then the Commissioners, Auditors, & various departments can work on changing their start and end pay periods so they all match. The Auditor's Office would like for departments to look over the detail proof and get signatures from the department heads so that payroll can get processed. With the state audit the state auditor's were looking for wet signatures and the county auditor's couldn't provide that with the county using the munis system. There hasn't been any findings from the state auditor but the county auditor's office would like to get this process started with the wet signatures.

EMS Executive Session

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to enter into executive session at 12:06 with Chief Amber Pyle & Asst. Chief Randall Crossen Jr. to discuss discipline of a public employee.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Regular Session

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to return to regular session at 12:21 with approving a 3 day suspension for an EMS employee.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

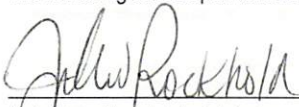
A motion was made by Mr. Chmiel and seconded by Mr. Eliason to approve the 30 day paid leave with fitness for duty test for an EMS employee.

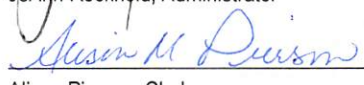
The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, abstained

Adjourn

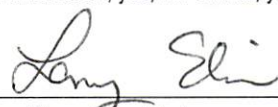
A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to adjourn the above meeting.


The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

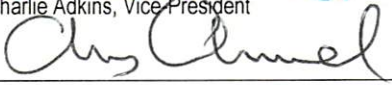


JoAnn Rockhold, Administrator


Alison Pierson, Clerk



Lenny Eliason, President


Charlie Adkins, Vice President


Chris Chmiel

2024 PARTICIPATION AGREEMENT

This Participation Agreement (this "Agreement") is made between the County Risk Sharing Authority, Inc. ("CORSA"), an Ohio corporation not for profit and the Athens County Board of Commissioners (the "Member"), a political subdivision of the State of Ohio, effective as of the first day of May, 2024 but actually executed on the 16th day of April, 2024.

I. RECITALS

a. The purposes of CORSA are to provide a joint self-insurance pool and to assist members, including the Member, to prevent or reduce losses and injuries to Member property, and persons and property which might result in claims being made against members of CORSA, including the Member, or their employees or officers.

b. The Member wishes to avail itself of the advantages offered by CORSA to its members. Therefore, it is the intent of the Member to join with other members of CORSA, which administers a joint self-insurance pool and uses funds contributed by the members to defend and indemnify, in accordance with CORSA's Articles of Incorporation, Code of Regulations, policies and procedures, and coverage documents, members of CORSA against stated liability or loss, to the limits as outlined in the coverage documents of CORSA. It is also the intent of the Member, as a member of CORSA, to have CORSA provide continuing stability and availability of needed coverages at reasonable costs.

c. This Agreement is made pursuant to the authority granted pursuant to H.B. 875 of the 116th General Assembly, as codified in Sections 307.441, 2744.08, 2744.081 and 3955.05 of the Ohio Revised Code. The coverage provided by CORSA is not considered and does not constitute insurance under any Ohio law.

II. DEFINITIONS

As used in this Agreement, the following terms shall have the meaning assigned to them as follows:

"Administration Costs" shall mean all costs of administering CORSA's program.

"Anniversary Date" shall mean the 1st day of May of each year.

"Deductible" shall mean that portion of each loss to be paid directly by the Member, or paid by CORSA and reimbursed by the Member.

"Excess Insurance" shall mean commercial insurance or reinsurance purchased by CORSA to provide all or part of the coverages shown on Exhibit A hereto.

"Insurance Costs" shall mean the Member's share, as established from time to time by CORSA, of the costs of Excess Insurance, and other insurance (if any), purchased to provide all or part of the property and liability coverages shown on Exhibit A hereto.

c. To allow CORSA and its agents, officers and employees reasonable access to all facilities of the Member and all Member records, including but not limited to financial records, as required for the administration of CORSA.

d. To allow attorneys designated by CORSA to represent the Member in the investigation, settlement and litigation of any claim made against the member within the scope of the coverage agreement furnished by CORSA.

e. To cooperate fully with CORSA's attorneys, claims adjusters and any other agent, employee or officer of CORSA in activities relating to the purposes and powers of CORSA.

f. To follow the loss reduction and prevention programs and procedures established by CORSA.

g. To comply with the CORSA Policy Statement on Local Agency Representation, as the same is in effect from time to time.

h. To report to CORSA as promptly as possible all incidents or occurrences which could reasonably be expected to result in CORSA being required to consider a claim against the Member, its agents, officers or employees or for casualty losses to Member property within the scope of coverages undertaken by CORSA.

i. To report to CORSA as soon as reasonably possible the addition of new programs and facilities or the reduction or expansion of existing programs and facilities or other acts which may cause material changes in the member's exposure to accidental loss.

j. To provide CORSA annually, or more frequently if requested, with information either requested by CORSA's Excess Insurance providers or necessary to establish program costs.

k. To participate in coverage of losses and to pay contributions as established and in the manner set forth by the CORSA Board of Directors.

IV. CORSA'S OBLIGATIONS

Subject to the provisions of this Agreement regarding the Member's withdrawal or expulsion, CORSA agrees to accept the Member as a member, subject to the terms and conditions contained in this Agreement, and to perform the duties and obligations set forth below.

"Loss Fund" shall mean the total of each Member's Primary Loss Fund, Secondary Loss Fund.

"Primary Loss Fund" shall mean the fund established by CORSA to provide for the payment of the first level of losses in excess of the Deductible.

"Primary Loss Fund Contribution" shall mean the Member's share, as established from time to time by CORSA, of the costs of funding a primary loss fund which is a component of the joint self-insurance pool.

"Program Year" shall mean that period commencing on the Anniversary Date and each twelve-month period thereafter until the Termination Date.

"Secondary Loss Fund" shall mean the fund established by CORSA to provide for the payment of the second level of losses in excess of the Deductible.

"Secondary Loss Fund Contribution" shall mean the Member's share, as established from time to time by CORSA, of the costs of funding a secondary loss fund which is a component of the joint self-insurance pool.

"Termination Date" shall mean April 30, 2027.

III. THE MEMBER'S OBLIGATIONS

Subject to the provisions of this Agreement regarding withdrawal and expulsion, the Member agrees to become a member of CORSA and to remain such for the term of this Agreement, and to perform the duties and obligations listed below.

The Member further agrees:

a. To pay promptly all annual and supplementary contributions or other contributions and deductibles to CORSA as more fully set forth in Article VI hereof, at such times and in such amount as shall be established by the CORSA Board of Directors. Any delinquent payment shall be paid with interest which shall be equivalent to the prime interest rate on the date of delinquency at the bank which maintains CORSA's administrative funds. Payment will be considered delinquent 30 days following the due date.

b. To designate a voting representative and alternate in accordance with CORSA's Code of Regulations.

CORSA further agrees:

a. To carry out educational and other programs relating to risk management.

b. To provide the coverages shown on Exhibit A, by creating, collecting funds for, and administering loss funds; by purchasing Excess Insurance; by making provision by other appropriate means of funding such coverages; or by employing any combination of the above methods.

c. To establish reasonable and necessary loss reduction and prevention programs, policies, and procedures to be followed by the members.

d. To provide risk management and claim adjustment or to contract for such services, including the defense and settlement of such claims.

e. To have an actuarial study which determines reserve adequacy, with a report being issued that is signed by a fellow of the Casualty Actuarial Society, done on an annual basis.

f. To have an annual audit of CORSA's financial records done by a qualified independent certified public accountant.

g. To carry out such other activities as are necessarily implied or required to carry out CORSA's purposes or the specific powers enumerated herein.

V. PROGRAM DESCRIPTION

For the term of this Agreement, CORSA intends to provide the coverages shown on Exhibit A by establishing, purchasing and maintaining:

- a. a Primary Loss Fund
- b. a Secondary Loss Fund
- c. Excess Insurance

The amounts necessary to fund the Primary Loss Fund, the Secondary Loss Fund, and the County Home Excess Liability Fund (if applicable) will be established annually by the CORSA Board of Directors, with the input of its insurance and actuarial advisors. The CORSA Board of Directors also intends to purchase Excess Insurance to provide a portion of the coverages shown on Exhibit A.

Notwithstanding the above, the Board may modify the program structure from time to time, as to any or all members, if it determines, in its discretion, that a modification is in the best interests of the program and the members. However, any such modification will not result in a decrease in the coverages listed in Exhibit A hereto and provided to the members, unless such coverages are no longer legally available or are no longer available at a reasonable cost.

VI. MEMBER CONTRIBUTIONS

The Member's share of the cost of funding, operating and maintaining the joint self-insurance pool shall consist of all the following:

- a. Its Deductible for each loss;
- b. Its annual Primary Loss Fund Contribution;
- c. Its annual Secondary Loss Fund Contribution;
- d. Its annual Insurance Costs; and
- e. Its annual Administration Costs.

The Member understands that the cost components set forth in items a. through e., above, represent the methods chosen as of the date of this Agreement to cover the risks specified therein, and that, during the term of this Agreement, any or all of such methods may change (for example, an insurance policy may be replaced by a self-insurance). However, it is intended that the risks presently covered shall continue to be covered, whichever method is chosen, unless such coverage is no longer legally available or is no longer available at a reasonable cost.

The Member further understands that its share of the cost has been computed by CORSA's insurance and actuarial advisors based on various factors, and that its share may change in the future if relevant factors change. However, any changes in the Member's share shall not be computed or applied in a manner without an economic back.

VII. LOSS FUND EQUITY

Subject to the provisions of Article X regarding the dissolution of CORSA, the Member's share of any Member equity in any expiring Program Year's Loss Fund will become an asset of CORSA, to be used and applied for the purposes of the program established by this Agreement as the Board directs.

The Board may from time to time make a determination as to the amount (if any) of Loss Fund equity which may be released to the Member. As to any Loss Fund equity so released, the Board may either distribute such amount in cash to the Member or apply such

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amount as a credit against the Member's obligations under this Agreement. The decision to make any such distribution, the form of any such distribution (e.g. cash distribution or credit against the cost of the program), and the method of determining the Member's share of any such distribution will be in the sole discretion of the Board.

VIII. TERM OF AGREEMENT; WITHDRAWAL BY MEMBER

Subject to the provisions of this Article, this Agreement shall become effective as of the 1st day of May, 2024 and shall terminate as of the Termination Date.

The Member, at its option, may terminate this Agreement and withdraw from the joint self-insurance pool on any Anniversary Date, by delivering written notice of withdrawal to CORSA at least 120 days prior to such Anniversary Date, provided that upon withdrawal, all unpaid contributions of the Member required by Article VI of this Agreement, through the year expiring on the day preceding the Anniversary Date of withdrawal, shall immediately become due and payable.

If the Member withdraws prior to the Termination Date, it shall nevertheless remain liable for, and within 30 days of its receipt of an invoice from CORSA shall pay, all of its remaining Primary and Secondary Loss Fund Contributions through the Termination Date. Such Primary and Secondary Loss Fund Contributions for any remaining years following withdrawal through the Termination Date are deemed to be in the same amount as the Member's Primary and Secondary Loss Fund Contributions for the year of the Member's withdrawal.

If the Member withdraws from CORSA, the Member's portion of any Loss Fund equity shall remain with and become the sole property of CORSA.

IX. EXPULSION

a. By a two-thirds (2/3) vote of the CORSA Board of Directors, the Member may be expelled. Such expulsion, which shall take effect sixty (60) days after such vote, may be carried out for one or more of the following reasons, to the extent such reasons are consistent with then-current Ohio statutes or regulations:

- (i) Failure to make any payment due to CORSA.
- (ii) Failure to undertake or continue loss reduction and prevention programs adopted by CORSA.
- (iii) Failure to allow CORSA reasonable access to all facilities and records of the Member necessary for proper administration of CORSA.

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(b) Failure to fully cooperate with CORSA's attorneys, claims adjusters or other agent, employee or officer of CORSA.

(c) Failure to carry out any obligation of the Member which impairs the ability of CORSA to carry out its purpose or powers.

(d) Any material breach of Member's obligations under this Agreement or other reason permitted by Ohio statute or regulation.

b. The Member may not be expelled except after notice from the Board of the alleged failure along with the reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The Member may request a hearing before the Board before any final decision; such hearing shall be held within fifteen (15) days after the expiration of the time to cure has passed. The Board shall provide all members with written notice of the hearing date at least seven (7) days prior to the hearing date. At the hearing, the Member affected may present its case. A decision by the Board of Directors to expel the Member after notice and hearing and failure to cure the alleged defect shall be final and shall take effect sixty (60) days after the decision to expel is approved by the Board. After expulsion, the Member shall be liable for any unpaid contributions, including Primary and Secondary Loss Fund Contributions, or other charges pro rata to the effective date of expulsion, and shall not be entitled to reimbursement of contributions that are to be paid or that shall become payable in the future. The Member's portion of any Loss Fund equity shall remain with CORSA.

X. DISSOLUTION

Upon the final dissolution of CORSA any funds which remain, unencumbered, after all claims and all other CORSA obligations have been paid shall be distributed only to the entities which are members of CORSA immediately prior to its dissolution. If the Member is a member of CORSA immediately prior to its dissolution, the Member's share of such remaining funds shall be determined by multiplying the remaining funds by a fraction, the numerator of which is the total sum of Loss Fund Contributions paid by the Member pursuant to this Agreement and the denominator of which is the total sum of Loss Fund Contributions paid by all entities which are members of CORSA immediately prior to its dissolution.

XI. NO IMPLIED RIGHT TO CONTINUE AS MEMBER

Nothing in this Agreement shall be construed to grant to the Member any right to continue as a Member of CORSA after the earliest of the Member's withdrawal pursuant to Article VIII of this Agreement, its expulsion pursuant to Article IX of this Agreement, or the Termination Date. CORSA reserves the right to decline to quote coverage to the Member for any subsequent term of this Agreement.

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XII. NON-TRANSFER OF GOVERNMENTAL OR OTHER LIABILITY

All funds contained within the joint self-insurance pool plus earned interest are funds derived from its members which are counties, joint correctional facilities, or public authorities within the State of Ohio. It is the intent of the Member that, by entering into this Agreement, it does not waive and is not waiving any immunity provided to the Member or its employees by any law.

XIII. ANTI-DISCRIMINATION PROVISION

Per section 125.111(A) of the Ohio Revised Code, CORSA warrants and agrees to the following:

a. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, neither CORSA or any subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry, shall discriminate against any citizen of the State of Ohio in the employment of a person qualified and available to perform the work to which such contract relates; and

b. None of CORSA, any subcontractor, or person acting on behalf of any such organization, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability, or military status as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry.

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XIV. MISCELLANEOUS

a. **Notices.** All notices, approvals, consents, requests and other communications hereunder shall be in writing and shall be deemed to have been given when delivered or mailed by first class mail or electronic mail, addressed as follows:

If to the Member:

Athens County Board of Commissioners
15 S. Court St.
Athens, Ohio 45701

If to CORSA:

County Risk Sharing Authority, Inc.
201 E. State Street
Columbus OH 43215
Attn: John Brownlee
Email: jrbrownlee@crsa20.org

The Member and CORSA may, by notice given hereunder, designate any further or different addresses to which subsequent notices, approvals, consents, requests or other communications shall be sent or persons to whose attention the same shall be directed, but no such communication shall thereby be required to be sent to more than two addresses.

b. **Amendments, Changes and Modifications.** This Agreement may not be amended, changed, modified, altered or terminated except by an instrument in writing signed by the Member and CORSA.

c. **Severability.** In the event that any article, provision, clause or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, provisions or clauses.

d. **Governing Law.** This Agreement shall be deemed to be a contract made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.

e. **Electronic Signatures.** The parties hereby agree that this Agreement may be executed with electronic signatures, which shall be valid and binding as between the parties hereto.

IN WITNESS WHEREOF, the Member and CORSA have executed this Agreement as of the date first above written.

COUNTY RISK SHARING AUTHORITY, INC.

By:

John Brownlee Jr

Athens County Board of Commissioners

Ram Di
Commissioner

Chris ...
Commissioner

APPROVED AS TO FORM

[Signature]
Prosecuting Attorney

**CORSA
SUMMARY OF COVERAGES**

Please refer to binder, Memorandum of Coverage, cover notes, and Coverage Agreement on file for specific limits, terms, conditions, and exclusions.

I. LIABILITY

- A. General Liability
- B. Law Enforcement Liability
- C. Automobile Liability
- D. Errors and Omissions Liability
- E. Ohio Stop Gap Employer's Liability
- F. Employee Benefits Liability
- G. Attorney Disciplinary Proceedings
- H. Declaratory, Injunctive, or Equitable Relief Defense Costs

II. PRIVACY OR SECURITY LIABILITY

- A. Third Party Liability
- B. Privacy Response Expenses
- C. Regulatory Proceedings and Penalties
- D. PCI-DSS Assessments
- E. Electronic Equipment, Electronic Data and Network Interruption Costs
- F. Cyber Extortion Coverage

III. PROPERTY

- A. Direct Physical Loss or Damage
- B. Collapse
- C. Equipment Breakdown
- D. Additional Coverages

IV. TIME ELEMENT

V. CRIME

- A. Employee Dishonesty/Fidelity Performance
- B. Loss Inside Premises
- C. Loss Outside Premises
- D. Money Orders and Counterfeit Paper Currency
- E. Depositors Forgery
- F. Fund Transfer Fraud
- G. Computer Fraud
- H. Social Engineering Fraud
- L. Dog/Warden Shelter Bond

County Risk Sharing Authority
Athens County Board of Commissioners

Deductible Options for Program Year May 1, 2024		Member's Excess Liability Options for Program Year May 1, 2024	
Current Deductible	Current Deductible	Current Member's Excess Layer	Current Member's Excess Layer Cost
\$2,000	\$17,889	\$1,000,000	\$14,618
Option #1: \$5,000 Deductible	\$17,889	Option #1: \$1,000,000 with excess limit	Not applicable
Option #2: \$10,000 Deductible	\$17,889	Option #2: \$1,000,000 with excess limit	Not applicable
Option #3: \$25,000 Deductible	\$17,889	Option #3: \$1,000,000 with excess limit	Not applicable
Option #4: \$50,000 Deductible	\$17,889	Option #4: \$1,000,000 with excess limit	Not applicable
Option #5: \$100,000 Deductible	\$17,889	Option #5: \$1,000,000 with excess limit	Not applicable
Option #6: \$250,000 Deductible	\$17,889	Option #6: \$1,000,000 with excess limit	Not applicable
Option #7: \$500,000 Deductible	\$17,889	Option #7: \$1,000,000 with excess limit	Not applicable
Option #8: \$1,000,000 Deductible	\$17,889	Option #8: \$1,000,000 with excess limit	Not applicable

Not sure your member's deductible changed? You can figure out what the average amount per claim is for each deductible's option using the data below. Start by grabbing your last 1201's and look at the claims for the last three years. Look at the Total Incurred amount for each claim. Then, record what you would have paid for each claim using the different deductible options. Sum the three years and divide by three. That gives you an average amount paid out for each year of each deductible amount (assuming 'then-actives' as shown).

