

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 Mr. Adkins and seconded by Mr. Chmiel to approve the following agenda:
Athens County Board of County Commissioners

Meeting Agenda for Tuesday, July 29, 2025 Convenes at 9:30 a.m.

Approve Agenda

Approve Minutes July 22, 2025

Approve Appropriations, Transfers, New Line Items Requests/Changes, Then & Nows, & Bills
Fund to Fund: 317 Board \$300,000.00 from 707.2707.580100 Out to 713.2713.422101 In

- 9:30 Michelle Stumbo-Extension Office
- 9:45 DJFS Dir Jean Demosky - weekly updates
- 10:00 Bid Proposals for Sheriff's Plumbing
- 10:15 STAR Facility - Letter Supporting Agreement
- 10:30 W&S Supt Oscar Carson - weekly updates
- 11:30 LUNCH

Agenda Items

- Amended Certificate
- Assigned Counsel Report from Auditors Office
- Freedomlinx WIFI Update
- HAPCAP Board
- Baum Contract
- Proclamation
- Move meeting 9/9 to 9/8
- CDBG Block Grant \$750,000.00 New Marshfield
- Impound Lot Fees

~TRAVEL

- Clerk of Courts: Candy Russell - Monthly OCCA Meeting, HR Seminar & Legal Seminar, Nationwide Hotel; 09/16-09/18/25
- Clerk of Courts: Justin Elekes - Legal Seminar, Nationwide Hotel; 09/18/25
- Engineer: Jeff Maiden - 2025 Ohio Bridge Conf, Dublin OH; 08/05-08/06/25
- EMS: Randy Crossen Jr, Robert Sochia, & Charles Dunlevy, Ambulance Inspection, West Jefferson North Carolina; 08/12/25

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. Adkins and seconded by Mr. Chmiel to approve the minutes of July 22, 2025.

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, Then & Nows, & Bills

A motion was made by Mr. Adkins and seconded by Mr. Chmiel approving the Appropriations, Transfers, New Line Items Requests/Changes, including Fund to Fund: 317 Board \$300,000.00 from 707.2707.580100 Out to 713.2713.422101 In, and approving the payment of the required County Bills, which are included in the Auditor's Office INVOICE TRACKING REPORT - From: 07/17/2025 To: 07/22/2025, INVOICE TRACKING REPORT - From: 07/22/2025 To: 07/24/2025, INVOICE TRACKING REPORT - From: 07/24/2025 To: 07/29/2025 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.

Extension Office - Michelle Stumbo

1. Building & Staff Planning
 - * Jack Pepper showed Michelle possible downstairs space and discussed using the dental sealant office with the pharmacy.
 - * Michelle and Missy need a firm plan urgently due to fair week scheduling and public inquiries.
 - * There are 33 days until the 11th, making this a time-sensitive matter.
2. Dental Sealant Office Space
 - * This space is not viable due to architectural/logistical challenges.
 - * Pharmacy is willing to take over the current extension office space upstairs, but it requires two walls for separation.
 - * This solution meets pharmacy board security requirements and allows the extension to remain.
3. Access & Egress
 - * Access to bathrooms and exits will remain available for all staff and public.
 - * Pharmacy will have additional secure access points within the same building structure.
4. Feasible Solution & Construction
 - * Only viable option is a new agreement with commissioners to stay upstairs.
 - * Construction for long-term solutions may take 12–18 months, working around fair schedules.
 - * Jack Pepper emphasizes commercial-grade construction with architectural oversight.
5. Funding & Costs
 - * \$15,000 committed as a grant match from unused budget lines.
 - * Estimated wall cost: ~\$20,000.
 - * OSU funding may be possible but would require lengthy vendor approvals.
6. Timeline & Lease
 - * Current lease ends August 31.
 - * Pharmacy must vacate Ohio University by October 31.
 - * New lease proposal includes two 3-year terms.
7. Next Steps
 - * Contact Supt. Mike Biggins for affordable wall construction.
 - * Check OSU funding process.
 - * Prosecutor's Office (T.L. Warren) to draft the extended lease agreement.
 - * Decision expected next week

HAPCAP Board Appointment

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to appoint Jack Pepper, Administrator of the Athens City-County Health Department, to the Board of the Hocking, Athens, Perry Community Action Agency (HAPCAP), replacing Commissioner Charlie Adkins.

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

DJFS Lisa Radford - Weekly Updates

Lisa Radford provided the following DJFS Updates:

1. Back to School Bash
 - * The 7th annual event had 1,073 kids attend.
 - * 173 were unregistered, and 177 registered kids did not show.
 - * Follow-up efforts include:
 - * Extended distribution of supplies.
 - * Outreach to schools and families.
 - * Event highlights: free haircuts, school photos, and strong vendor participation.
 - * Good weather contributed to success.
2. Rescue Kitchen Donation
 - * 740 Rescue Kitchen donated a freezer to the Nelsonville location.
 - * They will distribute meals via the mission.
3. Baum Contract
 - * Board reviewed and approved the second amendment to the Baum contract.
 - * Legal representation: Children's Services.
4. HAPCAP Contract
 - * A temporary one-year extension was approved.
 - * Original contract: \$350,000; extension: \$50,000, with \$44,000 carried over, totaling \$90,000.
 - * Due to budget cuts, responsibilities are shifting to SPCs (Service Preference Coordinators).

DJFS Contract - Baum Law Offices

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the DJFS Contract with Baum Law Offices as presented by Lisa Radford. See back of page 254 for Baum Law Offices Contract.

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

Bid Proposals for Sheriff's Plumbing

Scheduled for Next Week

Amended Certificate

A motion was made by Mr. Adkins and seconded by Mr. Chmiel acknowledging receipt of the Amended Certificate for Athens County, 317 A.D.A.M.H.S Board, dated July 29, 2025 prepared by Jill Davidson, Athens County Auditor.

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

Assigned Counsel Report from Auditors Office

A motion was made by Mr Adkins and seconded by Mr Chmiel to acknowledge receipt of the Assigned Counsel Report from the Auditors Office and submit for payment:

July 2025

Total Juvenile Certifications	2
Amount submitted in Juvenile Certifications	\$2,614.00
Total Number of Certifications (All Courts - All Expenses)	2
Total Amount submitted	\$2,614.00

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

Baum Contract

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the Agreement between the Board of Commissioners of Athens County, Ohio and Baum Law Office, LLC. See back of page 257 for Baum Agreement.

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

Proclamation

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the Proclamation for Brenda Wachenschwanz: WHEREAS, Brenda Wachenschwanz has faithfully served the citizens of Athens County with dedication, integrity, and compassion for more than 30 years; and

WHEREAS, her journey of public service began with a double internship with the County, demonstrating from the outset her commitment to justice, rehabilitation, and the well-being of the community; and

WHEREAS, Brenda was officially hired in 1994, beginning her professional career as a Probation Officer, where she served from 1994 to 2005, working tirelessly to guide and support individuals under the court's supervision; and

WHEREAS, in 2005, she was appointed Chief Probation Officer, a role in which she has continued to lead with professionalism, empathy, and a steadfast commitment to public safety and judicial integrity; and

WHEREAS, throughout her career, Brenda Wachenschwanz has earned the respect and admiration of colleagues, law enforcement, the judiciary, and the countless individuals and families whose lives she has impacted through her work; and

WHEREAS, her decades of service reflect an extraordinary commitment to the mission of the Athens County justice system and to improving lives through fair, effective, and compassionate supervision and leadership;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Athens County does hereby recognize and extend its deepest gratitude to Brenda Wachenschwanz for her outstanding contributions and distinguished service spanning over 30 years.

BE IT FURTHER RESOLVED, that the Board does hereby proclaim July 31st , as"Brenda Wachenschwanz Day" in Athens County, in celebration of her retirement and wish her health, happiness, and fulfillment in the years ahead.

Signed this 29th day of July, 2025

/s/Lenny Eliason, President /s/Charlie Adkins /s/Chris Chmiel

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

Move Meeting 09/09/25 to 09/08/25

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve changing the meeting date of Tuesday, September 9th, 2025 to Monday, September 8th, 2025.

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

Freedomlinx WIFI Update

Administrator JoAnn Rockhold gave the following Freedomlinx WIFI Update:

- * Power drops affecting juvenile court operations; AEP monitoring the building.
- * Battery backups are dead; replacements ordered.
- * Wi-Fi system is 7 years old and outdated.

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the Freedomlinx Estimate of \$22,610.00 for 38 new WIFI Hubs across the 3 buildings (Annex, Court House, & Sheriff's Building).

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

CDBG Block Grant \$750,000.00 New Marshfield

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to Ratify Commissioner Eliason's signature of the CDBG Block Grant \$750,000.00 New Marshfield. See back of page 255 for CDBG Agreement.

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

Impound Lot Fees

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the Fees for Storage of Impounded Vehicles: The Board of Athens County Commissioners has established and given to the Athens County Sheriff's Office, a secured impound facility located at:

9009 Sandridge Road
Millfield, Ohio 45761

This facility is designated for the storage of impounded vehicles in accordance with the Ohio Revised Code.

Pursuant to a resolution passed by the Board of Commissioners, on July 29, 2025 and effective immediately, the following fees have been established for the storage of such vehicles:

Outdoor Storage: \$50.00 per day
Indoor Storage: \$65.00 per day
Towing/Impoundment: At actual cost of the service

The storage fees shall be paid into the Athens County General Fund. Associated fees of the towing and impoundment shall be paid to the wrecker service, through the care of the Athens County Sheriff's Office.

The Board of Athens County Commissioners hereby adopt this resolution in their public meeting held on July 29, 2025.

/s/Lenny Eliason, President /s/Rodney Smith, Sheriff
/s/Charlie Adkins /s/Keller J. Blackburn, Prosecutor
/s/Chris Chmiel

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

This Grant Agreement ("Agreement") is made and entered into between the Ohio Department of Public Safety ("Department") and the State of Ohio ("State") for the purpose of providing financial assistance to the State of Ohio for the period from June 1, 2024 to July 31, 2027.

Background Information

- A. Pursuant to the provisions of the Housing and Community Development Act of 1974, the State of Ohio has established the Ohio Department of Public Safety ("Department") to provide financial assistance to the State of Ohio for the purpose of providing financial assistance to the State of Ohio for the period from June 1, 2024 to July 31, 2027.
- B. Grant Agreement with ID: 123456 and address shall be in Grant Number: OH-24-00-39-0001 for the period beginning July 1, 2024, and ending September 30, 2027.
- C. Grantee, through its Office of Community Development, has been designated and approved to receive, administer, and disburse local grant funds for Community and Economic Development projects in accordance with the provisions of the Housing and Community Development Act of 1974, and the rules and regulations promulgated thereunder.
- D. Grantee has submitted to Grantor an application, which is not attached hereto but a copy of which is available to Grantor upon request, and Grantor has approved the application and has awarded a grant to Grantee for the purpose of providing financial assistance to the State of Ohio for the period from June 1, 2024 to July 31, 2027.
- E. NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants herein, the parties have entered into this Agreement.

Statement of the Agreement

- 1. Award of Grant funds: Grantor hereby grants to Grantee in the amount of \$150,000.00 ("Grant Funds") for the use and expense provided for in the performance of the Work and related activities, which is attached hereto, made a part hereof, and incorporated herein by reference. The award of Grant Funds shall be contingent upon the receipt of the necessary approvals from the State of Ohio and the Department of Public Safety.
- 2. Scope of Work: Grantee shall undertake the Project(s) as listed in Attachment A and the Work shall be completed by the end of the term of the Agreement.
- 3. Reporting Requirements: Grantee shall submit to Grantor a report detailing the progress of the Work and the results of the Project(s) on a quarterly basis.
- 4. Termination: Grantor reserves the right to terminate this Agreement at any time if Grantee fails to comply with the terms and conditions of the Agreement.

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PR 2024 Residential Public Infrastructure Program

construction and reconstruction shall comply with all applicable laws and regulations, including but not limited to the Ohio Building Code and the Ohio Electrical Code.

- 14. Use of Federal Grant Funds: Grantee acknowledges that the Agreement provides for the use of Federal Grant Funds to fund the Project(s). Grantee shall ensure that the funds are used for the purposes intended by the State of Ohio and the Department of Public Safety.
- 15. Property and Equipment: Grantor retains title to all property and equipment provided to Grantee under this Agreement. Grantee shall maintain the property and equipment in good condition and shall return it to Grantor at the end of the term of the Agreement.
- 16. Grantor may, in its sole discretion, terminate this Agreement at any time if Grantee fails to comply with the terms and conditions of the Agreement.
- 17. Termination: Grantor reserves the right to terminate this Agreement at any time if Grantee fails to comply with the terms and conditions of the Agreement.

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PR 2024 Residential Public Infrastructure Program

Grantee shall ensure that the funds are used for the purposes intended by the State of Ohio and the Department of Public Safety.

- 1) Failure of Grantee to file a timely and proper invoice for its disbursements under the Agreement.
- 2) Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
- 3) Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
- 4) Grantor, in its sole discretion, may terminate this Agreement at any time if Grantee fails to comply with the terms and conditions of the Agreement.

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PR 2024 Residential Public Infrastructure Program

- 3. Use of Grant Funds: The Grant Funds shall be used solely for the stated purposes set forth in this Agreement and Attachment A, and the expenditures shall be supported by correct receipts and invoices. Grantee shall ensure that the funds are used for the purposes intended by the State of Ohio and the Department of Public Safety.
- 4. Reporting Requirements: Grantee shall submit to Grantor a report detailing the progress of the Work and the results of the Project(s) on a quarterly basis.
- 5. Termination: Grantor reserves the right to terminate this Agreement at any time if Grantee fails to comply with the terms and conditions of the Agreement.

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PR 2024 Residential Public Infrastructure Program

Grantee shall ensure that the funds are used for the purposes intended by the State of Ohio and the Department of Public Safety.

- 14. Accounting and Reporting: Grantee shall maintain accurate records of all expenditures made from the Grant Funds and shall submit to Grantor a report detailing the progress of the Work and the results of the Project(s) on a quarterly basis.
- 15. Property and Equipment: Grantor retains title to all property and equipment provided to Grantee under this Agreement. Grantee shall maintain the property and equipment in good condition and shall return it to Grantor at the end of the term of the Agreement.
- 16. Grantor may, in its sole discretion, terminate this Agreement at any time if Grantee fails to comply with the terms and conditions of the Agreement.
- 17. Termination: Grantor reserves the right to terminate this Agreement at any time if Grantee fails to comply with the terms and conditions of the Agreement.

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PR 2024 Residential Public Infrastructure Program

Grantee shall ensure that the funds are used for the purposes intended by the State of Ohio and the Department of Public Safety.

- 9. Procurement: The use of any grant proceeds shall be deemed to include all the other terms and conditions of the Agreement, including but not limited to the Ohio Building Code and the Ohio Electrical Code.
- 10. Reporting Requirements: Grantee shall submit to Grantor a report detailing the progress of the Work and the results of the Project(s) on a quarterly basis.
- 11. Termination: Grantor reserves the right to terminate this Agreement at any time if Grantee fails to comply with the terms and conditions of the Agreement.

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PR 2024 Residential Public Infrastructure Program

- 11. Audit: An audit of the Grant Funds shall be conducted by the State of Ohio and the Department of Public Safety. Grantee shall cooperate with the audit and shall provide all necessary information and records.
- 12. Reporting Requirements: Grantee shall submit to Grantor a report detailing the progress of the Work and the results of the Project(s) on a quarterly basis.
- 13. Termination: Grantor reserves the right to terminate this Agreement at any time if Grantee fails to comply with the terms and conditions of the Agreement.

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PR 2024 Residential Public Infrastructure Program

Grantee shall ensure that the funds are used for the purposes intended by the State of Ohio and the Department of Public Safety.

- 21. Outstanding Liabilities: Grantee represents and warrants that it does not owe (1) any money to any person or entity, (2) any money to any person or entity, or (3) any money to any person or entity, in connection with the Project(s).
- 22. Publication of Information: Grantee represents and warrants that it has no outstanding obligations to any person or entity, in connection with the Project(s).
- 23. Disbursement: Grantee shall ensure that the funds are used for the purposes intended by the State of Ohio and the Department of Public Safety.
- 24. Reporting Requirements: Grantee shall submit to Grantor a report detailing the progress of the Work and the results of the Project(s) on a quarterly basis.
- 25. Termination: Grantor reserves the right to terminate this Agreement at any time if Grantee fails to comply with the terms and conditions of the Agreement.

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PR 2024 Residential Public Infrastructure Program

Grantee shall ensure that the funds are used for the purposes intended by the State of Ohio and the Department of Public Safety.

- 26. Reporting Requirements: Grantee shall submit to Grantor a report detailing the progress of the Work and the results of the Project(s) on a quarterly basis.
- 27. Termination: Grantor reserves the right to terminate this Agreement at any time if Grantee fails to comply with the terms and conditions of the Agreement.

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PR 2024 Residential Public Infrastructure Program	PR 2024 Residential Public Infrastructure Program
2024-07-28 07:13:18	2024-07-28 07:27:21

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Travel

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

- Clerk of Courts: Candy Russell - Monthly OCCA Meeting, HR Seminar & Legal Seminar, Nationwide Hotel; 09/16-09/18/25
- Clerk of Courts: Justin Elekes - Legal Seminar, Nationwide Hotel; 09/18/25
- Engineer: Jeff Maiden - 2025 Ohio Bridge Conf, Dublin OH; 08/05-08/06/25
- EMS: Randy Crossen Jr, Robert Sochia, & Charles Dunlevy, Ambulance Inspection, West Jefferson North Carolina; 08/12/25

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

W&S Tree Removal

W&S Supt Oscar Carson received 2 Bids for Tree Removal at 322 Estates Drive, Athens

- * Athens Tree & Lawn Service \$1,350.00
- * Ohio Tree & Land Service, LLC \$2,500.00

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to accept the Tree Removal Bid from Athens Tree & Lawn Service in the amount of \$1,350.00 for the address of 322 Estates Drive, Athens.

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

W&S Supt Oscar Carson - Weekly Updates

1. Water Projects
 - * High school taps connected, main line still needs to be looped.
 - * Temporary line at roundabout to cause Monday water outage for ~20 customers.
2. Tap Fee Concern
 - * Andy Stutney believes he paid for a water tap but never received it.
 - * Records to be checked for verification.
3. Lift Station Proposal
 - * Proposal to place a lift station on Mrs. Allen's property on New Marshall Rd.
 - * She may request compensation; location planned at the corner near the driveway.
4. Email from Mr. Funk
 - * Raised concerns about pipe issues involving Bill.
 - * Mentions possible operator error and a failed lateral or pipe issue near DR 35.
 - * Pipe Incident
 - * Pipe was plugged and busted during an attempt to snake it.
 - * Issue found at road edge; pea gravel entered line but was cleaned.
 - * Believed to be caused by improper cleanout and poor snaking technique.
 - * A response to the email is being prepared.

Concerned Resident

Angela Deford, a Harmony Road resident, is facing difficulty selling her home due to an unverified filing by a past buyer claiming a sales contract, despite no signed agreement. Ohio's laws limit county authority, and the recorder's office accepted the filing without verification. Angela has been advised to contact the attorney general and consumer protection services. She's also dealing with hazardous trees on conservancy land near her property and road maintenance concerns. Personal hardship and frustration with her real estate agent, whom she blames for the situation, further complicate the matter.

STAR Facility - Letter Supporting Agreement

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to send a formal letter to Ohio Department of Rehabilitation and Correction:

Office of the Director
 ATTN: Annette Chambers-Smith, Director
 Ohio Department of Rehabilitation and Correction
 1800 Harmon Ave.
 Columbus, OH 43223

RE: STAR Community Justice Center Facility – Nelsonville, Ohio – Athens County

Dear Director Chambers-Smith,

The Athens County Board of Commissioners would like to express its support regarding the opportunity for the Department of

Rehabilitation and Correction to execute a lease agreement with Dress Right Dress Inc., in partnership with Heroes Haven for Veterans Inc., to occupy the building formerly known as the STAR Community Justice Center located at 7 W. 29 Drive, Nelsonville, OH 45764.

After careful consideration and discussion with the Department of Rehabilitation and Correction, the Athens County Board of Commissioners find that a lease agreement between the Department of Rehabilitation and Correction and Dress Right Dress Inc. would be the best route forward for the future use of the former STAR Community Justice Center facility in Nelsonville. Because the STAR facility is a State of Ohio building, constructed and maintained through state-level bond financing, the Department of Rehabilitation and Correction is the most appropriate entity to execute a lease agreement for the use of the structure.

Dress Right Dress Inc. will be a positive addition to the Athens County community, providing services to assist displaced male veterans struggling with housing insecurity, employment, mental health, and sobriety, while providing local employment opportunities for the residents of Nelsonville. If a lease agreement between the Department of Rehabilitation and Correction and Dress Right Dress Inc. is finalized, Athens County will continue its support for the organization by helping to build connections with other local public service providers and nonprofits that can network with Dress Right Dress Inc. as it establishes its role within the county.

The Athens County Board of Commissioners appreciates the opportunity to work with the Ohio Department of Rehabilitation and Corrections to ensure that the former STAR facility can continue to provide needed services and employment opportunities throughout the county. Please give full and fair consideration to the execution of a lease agreement between Dress Right Dress Inc. and the Department of Rehabilitation and Correction for the use of the STAR Community Justice Center in Nelsonville.

Respectfully,

/s/Lenny Eliason
President
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.

Adjourn

A motion was made by Mr. Adkins and seconded by Mr. Chmiel 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

AGREEMENT BETWEEN THE BOARD OF COMMISSIONERS OF ATHENS COUNTY, OHIO AND BAUM LAW OFFICE, LLC

This Agreement is entered this 29th day of July, 2025, into by and between the Board of Commissioners of Athens County Ohio (the "Board"), and Baum Law Office, a Limited Liability Company ("Contractor"), collectively referred to as the "Parties."

RECITALS

- 1. Whereas, the Board has a duty to ensure indigent individuals have legal representation in cases in Athens County Juvenile Court; and
2. Whereas, Contractor is able to provide legal services and representation in cases involving neglected, abused, and dependent children, and those with children without proper parental care.
3. Whereas, the Athens County Department of Jobs and Family Services currently has a representation agreement with Contractor under a Title XX contract.
4. Whereas, the Board has a duty to ensure funding for representation continues after said contract is exhausted.

NOW THEREFORE, the Parties, pursuant to the above, and in consideration of the matters and things hereinafter set forth, so mutually agree as follows:

AGREEMENT

- I. DUTIES OF CONTRACTOR. Contractor is to provide legal representation services to indigent individuals who are dealing with cases in Athens County Juvenile Court involving an abused, neglected, or dependent child, or child without proper parental care.
II. DUTIES OF BOARD. In return for duties in Article I, the Board agrees to pay the costs of the Contract with Contractor once the funds are exhausted from the Title XX contract with Athens County Department of Jobs and Family Services.
III. INDEPENDENT CONTRACTOR. The Contractor agrees that it is an independent contractor and not an agent, partner, or employee of the Board.

contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement shall not be modified, amended, altered or extended except through a written amendment signed by the parties.

IN WITNESS WHEREOF, the Parties agree to carry out the terms of this AGREEMENT.

BOARD OF COMMISSIONERS OF ATHENS COUNTY, OHIO
[Signature] 7/29/25
Commissioner Date

[Signature] 7-29-25
Commissioner Date

[Signature] 7-29-25
Commissioner Date

BAUM LAW OFFICE, LLC
[Signature] 7/29/25
Authorized Individual Date

Jonathan Getson Esq. Associate
Print Name and Title

Prepared by: Keller J. Blackburn
Athens County Prosecuting Attorney

public employees by virtue of those services and are not entitled to membership in any Ohio public pension system on that basis.

- IV. TERM. This Agreement shall take effect upon execution and shall be effective until December 31, 2025.
V. NOTICES. Any notices required or permitted to be given under this Agreement shall be in writing and shall be served by delivery upon the parties as follows:

Board of Commissioners of Athens County
C/o Joann Rockhold, Clerk
15 South Court Street
Athens, Ohio 45701

Jonathan Getson
Baum Law Office, LLC
738 East Main Street
Lancaster, Ohio 43130

- VI. INDEMNIFICATION. The Contractor shall indemnify, defend and hold harmless the Board and Athens County, Ohio, its officers, departments, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, or damages of any kind or nature which results from any act or omission of the Contractor, their employees or anyone acting under their direction, control, or on their behalf unless due solely to the Board's negligence.
VII. COMPLIANCE WITH LAWS. The Contractor shall comply with all federal, state and local laws, rules, regulations and standards, without limitation to those designated in this Agreement.
VIII. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.
IX. NO JOINT VENTURE. It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between the Board and Contractor or any of its employees.
X. ENTIRE AGREEMENT. This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or