



LEGISLATIVE COVER MEMO

Introduction: June 1, 2026

Agenda Item: **Resolution 2026-41**

AUTHORIZING THE EXECUTION AND DELIVERY OF THE ADMINISTRATIVE AND FISCAL SERVICES AGREEMENT WITH THE GREAT MIAMI WASTERWATER AUTHORITY

Submitted by: Jonathan Westendorf, City Manager

Scope/Description: The Great Miami Wastewater Authority (the “Authority”) is a regional sewer service provider and joint venture of the City of Franklin, City of Carlisle, City of Germantown, and Warren County, Ohio. Pursuant to its bylaws, the Authority Fiscal Officer maintains the Authority’s financial records, books of account, and custody of its funds unless otherwise directed by its Board. The Authority’s Board desires to delegate by contract its administrative and fiscal services to the City of Franklin in order to more efficiently support the Authority’s operations.

Budget Impact: As compensation for the services provided under this Agreement, the Authority shall pay to the City an initial annual administrative services fee of One Hundred Twenty-Five Thousand Dollars (\$125,000), , which amount is intended to cover the City's costs for labor, software licensing and maintenance, supplies, and related administrative expenses incurred in providing the services described in this Agreement.

The annual administrative services fee shall be reviewed by the Authority and the City no later than eighteen (18) months following the Effective Date to evaluate the actual level of effort and costs associated with providing the services under this Agreement

Exhibits: Exhibit A: Administrative and Fiscal Services Agreement

Recommendation: Staff recommends approval.

CITY OF FRANKLIN, OHIO
RESOLUTION 2026-41

AUTHORIZING THE EXECUTION AND DELIVERY OF THE ADMINISTRATIVE AND FISCAL SERVICES AGREEMENT WITH THE GREAT MIAMI WASTERWATER AUTHORITY

WHEREAS, the Authority was established pursuant to Ohio Revised Code Section 715.02 and that certain Second Amended and Restated Intergovernmental and Joint Venture Agreement by and among the City of Franklin, Ohio, the City of Germantown, Ohio, the City of Carlisle, Ohio and the County of Warren, Ohio, effective January 1, 2026, as amended from time to time (the “Governing Agreement”);

WHEREAS, pursuant to the Bylaws, the Fiscal Officer of the Authority is responsible for maintaining the Authority’s financial records and accurate books of account, and has care and custody of the Authority’s funds except as otherwise provided by the Board;

WHEREAS, the Board has determined that it is necessary and appropriate to obtain administrative and fiscal services from the City of Franklin in order to efficiently carry out the Authority’s purposes and operations;

WHEREAS, the City of Franklin has personnel, systems, and administrative resources capable of assisting the Authority, the Board, and the Fiscal Officer with the limited administrative and fiscal support services described in this Agreement, including software support, vendor account administration, purchase order processing, approved payment processing, related records, and related reporting functions; and

WHEREAS, the Authority and the City of Franklin desire to enter into this Agreement to set forth the terms under which the City of Franklin will provide such services to the Authority.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Franklin, Ohio, a majority of members present concurring, that:

Section 1. The Administrative and Fiscal Services Agreement between the City of Franklin and the Great Miami Wastewater Authority, substantially in the form attached to this Resolution as Exhibit A, is hereby approved and authorized, with changes or amendments thereto not inconsistent with this Resolution and not substantially adverse to the City of Franklin, as determined by the City Manager, or his or her designee executing the Agreement, and any other documents necessary to implement the Agreement on behalf of the City of Franklin.

Section 2. It is found that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the Rules of Council.

Section 3. This Resolution shall become effective immediately upon its passage.

ADOPTED: June 1, 2026

ATTEST: _____
Khristi Dunn, Clerk of Council

APPROVED: _____
Brent Centers, Mayor

CERTIFICATE

I, the undersigned Clerk of Council for the Franklin City Council, do hereby certify that the foregoing is a true and correct copy of a resolution passed by that body on June 1, 2026.

Khristi Dunn, Clerk of Council

ADMINISTRATIVE AND FISCAL SERVICES AGREEMENT

This Administrative and Fiscal Services Agreement (the “Agreement”) is entered into as of [_____, 2026] (the “Effective Date”), by and between the Great Miami Wastewater Authority, a public entity established pursuant to Ohio Revised Code Section 715.02 and the Second Amended and Restated Intergovernmental and Joint Venture Agreement by and among the City of Franklin, Ohio, the City of Germantown, Ohio, the City of Carlisle, Ohio and the County of Warren, Ohio, effective January 1, 2026 (the “Authority”), and the City of Franklin, Ohio, an Ohio municipal corporation (the “City”).

RECITALS

WHEREAS, the Authority was established pursuant to Ohio Revised Code Section 715.02 and that certain Second Amended and Restated Intergovernmental and Joint Venture Agreement by and among the City of Franklin, Ohio, the City of Germantown, Ohio, the City of Carlisle, Ohio and the County of Warren, Ohio, effective January 1, 2026, as amended from time to time (the “Governing Agreement”);

WHEREAS, the Authority is a cooperative undertaking created and governed pursuant to the Governing Agreement, and the Governing Agreement and the Authority’s bylaws (the “Bylaws”) constitute the primary sources of the Authority’s governance structure, powers, duties, and authority;

WHEREAS, the Authority is governed by its Advisory Board (the “Board”);

WHEREAS, pursuant to the Bylaws, the Board exercises all powers of the Authority, subject to any delegation permitted by the Bylaws, the Governing Agreement, and applicable law;

WHEREAS, pursuant to the Bylaws, the officers of the Board include the Chairperson, the Vice-Chairperson, the President, the Secretary, the Treasurer, and the Fiscal Officer (collectively, the “Officers”), each with the powers, duties, and responsibilities set forth in Article III of the Bylaws;

WHEREAS, pursuant to the Bylaws, the Fiscal Officer of the Authority is responsible for maintaining the Authority’s financial records and accurate books of account, and has care and custody of the Authority’s funds except as otherwise provided by the Board;

WHEREAS, the Board has determined that it is necessary and appropriate to obtain administrative and fiscal services from the City in order to efficiently carry out the Authority’s purposes and operations;

WHEREAS, the City has personnel, systems, and administrative resources capable of assisting the Authority, the Board, and the Fiscal Officer with the limited administrative and fiscal support services described in this Agreement, including software support, vendor account administration, purchase order processing, approved payment processing, related records, and related reporting functions; and

WHEREAS, the Authority and the City desire to enter into this Agreement to set forth the terms under which the City will provide such services to the Authority.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Authority and the City agree as follows:

Section 1. Services to be Provided by the City. The City shall provide, or cause to be provided, the following administrative and fiscal support services to the Authority in support of the Board, its Officers and its Administrator, and any other authorized officers of the Authority, and the City shall have no obligation to provide any services to the Authority except as expressly set forth in this Agreement:

- (a) purchasing, installing, and maintaining a software module compatible with the financial and accounting systems currently used for the Authority's accounts;
- (b) assisting the Authority, in conjunction with the Officers and Administrator and any other authorized officers of the Authority, with establishing and maintaining vendor accounts;
- (c) issuing and processing purchase orders in accordance with the Authority's budget, purchasing policies, applicable approvals, and written directions of the Board, its Officers, the Administrator, or other authorized officers of the Authority;
- (d) processing payments that have been duly approved in accordance with this Agreement, the Authority's budget and appropriations, and the authorization of the Board, the Officers, the Administrator, or other authorized officers of the Authority;
- (e) maintaining records reasonably necessary to support the services described in this Section, including records relating to vendor accounts, purchase orders, approved payments, and related disbursement documentation;
- (f) providing periodic reports to the Board, the Treasurer and Fiscal Officer regarding the services provided under this Agreement, in such form and at such intervals as may be reasonably agreed by the Authority and the City; and
- (g) performing such other administrative or fiscal services as may be expressly agreed to in writing by the Board and the City's designated representative under Section 3 (which

agreement shall not constitute an amendment to this Agreement requiring authorization under Section 14).

Notwithstanding anything herein to the contrary, the City shall have no responsibility for the operation, maintenance, regulatory compliance, environmental compliance, capital improvements, or management of any wastewater treatment facilities, collection systems, programs, projects, or services of the Authority, except to the limited extent necessary to perform the administrative and fiscal services expressly set forth in this Agreement.

Section 2. Fiscal Officer; No Transfer of Ultimate Authority. The parties acknowledge that, pursuant to Section 3.4 of the Bylaws, the Board has appointed a Fiscal Officer of the Authority. The City, through the Board-appointed Fiscal Officer and such other City personnel as the City may designate, shall provide administrative and fiscal services in support of the Board, the Officers, and Administrator pursuant to this Agreement, subject to the direction and control of the Board, the authority of the Treasurer and Fiscal Officer under the Bylaws, and the limitations set forth in this Agreement.

The City's provision of services under this Agreement is intended to assist the Authority, the Board, the Officers, the Administrator, and other authorized officers of the Authority in carrying out the Authority's fiscal and administrative functions. Nothing in this Agreement shall be construed to divest the Board, the Authority, the Officers, the Administrator, or any officer of the Authority of any power, duty, approval right, or responsibility that, by law, the Governing Agreement, the Bylaws, rules, or action of the Board, may be exercised only by the Board, the Officers, the Administrator, the Authority, or the Authority's officers.

Nothing in this Agreement shall be construed to amend the Bylaws, alter the offices established thereunder, or transfer to the City any power, duty, approval right, or responsibility reserved to the Board, the Officers, the Administrator, or any other officer of the Authority.

Section 3. City Personnel. The City shall designate the Board-appointed Fiscal Officer as the primary City representative responsible for coordinating the services provided under this Agreement with the Officers and Administrator, and such other officers or representatives of the Authority as may be authorized by the Board. The City may use such other City officers, employees, agents, consultants, or contractors as the City determines are necessary or appropriate to perform the services described herein.

City personnel providing services under this Agreement shall remain officers, employees, agents, consultants, or contractors of the City and shall not be deemed officers or employees of the Authority solely by virtue of providing services under this Agreement, unless otherwise expressly appointed by the Board in accordance with the Bylaws, including without limitation Section 3.5 thereof.

Section 4. Board Approval Required. The City shall not approve appropriations, amend appropriations, authorize contracts, incur debt, approve nonroutine expenditures, or take any other action requiring formal Board approval unless such action has been authorized by the Board in accordance with applicable law, the Governing Agreement, the Bylaws or rules, and the Authority's policies or unless such authority has been duly delegated by the Board to an officer or employee of the Authority in accordance with the Bylaws, including without limitation Section 3.5 thereof.

The City may process payments and administrative transactions in accordance with the Authority's duly adopted budget, appropriations, resolutions, contracts, purchasing policies, and written directions, certifications, or approvals from the Board, the Officers, the Administrator, or the Authority's other authorized officers.

Section 5. Bank Accounts; Custody of Funds. Authority funds shall be maintained in one or more accounts established in the name of the Authority, unless otherwise authorized by the Board and permitted by applicable law, consistent with the Fiscal Officer's care and custody of Authority funds under the Bylaws. The City shall assist the Authority and the Treasurer with establishing, maintaining, reconciling, and administering such accounts. All such funds shall be and remain funds of the Authority and shall not be deemed funds of the City for any purpose.

Authorized signatories, electronic banking users, and approval thresholds shall be established by the Board by resolution or other official action, which shall include the Fiscal Officer or the Fiscal Officer's designee as a signatory unless otherwise determined by the Board.

Section 6. Records and Ownership. All books, accounts, financial records, contracts, invoices, receipts, bank statements, audit materials, reports, and other records prepared, received, or maintained by the City on behalf of the Authority in connection with the services provided under this Agreement shall be and remain records of the Authority and, to the extent such records constitute financial records or books of account, shall be maintained in support of the Treasurer's duties under the Bylaws. The City shall maintain such records in accordance with applicable law, the Authority's records retention schedule, and any applicable policies adopted by the Board.

Upon reasonable request, the City shall provide the Authority, the Board, the Officers, the Administrator, the Authority's other officers, legal counsel, auditors, or other authorized representatives access to records maintained by the City on behalf of the Authority.

Section 7. Public Records. The parties acknowledge that records maintained by the City on behalf of the Authority may constitute public records under Ohio law. The City shall coordinate with the Authority, the Officers, and its legal counsel regarding public records requests involving Authority fiscal records maintained by the City under this Agreement. Nothing in this Agreement shall be construed to alter the obligations of either party under Ohio public records law. For purposes of Ohio public records law, the Authority shall be deemed the custodian of records

maintained by the City on behalf of the Authority under this Agreement, and the City shall produce such records on behalf of the Authority upon the Authority's direction.

Section 8. Audit and Financial Reporting. The City shall reasonably cooperate with the Authority, the Officers, the Ohio Auditor of State, any independent public accountant engaged to audit the Authority, and the Authority's legal counsel in connection with audits, financial reviews, or fiscal reporting matters, but only with respect to records and services maintained or provided by the City under this Agreement.

Section 9. Compensation. As compensation for the services provided under this Agreement, the Authority shall pay to the City an initial annual administrative services fee of One Hundred Twenty-Five Thousand Dollars (\$125,000), payable in [quarterly] installments as agreed by the Authority and the City, which amount is intended to cover the City's costs for labor, software licensing and maintenance, supplies, and related administrative expenses incurred in providing the services described in this Agreement.

The initial purchase, installation, and implementation costs of the software module described in Section 1(a) shall be included within the initial annual administrative services fee unless the parties agree in writing to a separate reimbursement arrangement for such costs.

The annual administrative services fee shall be reviewed by the Authority and the City no later than eighteen (18) months following the Effective Date to evaluate the actual level of effort and costs associated with providing the services under this Agreement. The parties may adjust such fee thereafter by mutual written agreement authorized in the manner required for amendments under Section 14. Any adjusted fee shall take effect on the date specified in such written agreement or, if no date is specified, on the first day of the next quarterly installment period following execution of such written agreement.

Section 10. Standard of Care. The City shall perform the services described in this Agreement in good faith and in a manner consistent with the standard of care customarily exercised by municipal personnel performing administrative and fiscal support services for public entities in the State of Ohio and in support of the Officers, the Administrator, and Board under circumstances similar to those contemplated by this Agreement.

Section 11. Liability; Immunities. To the extent permitted by Ohio law, each party shall be responsible for the acts and omissions of its own officers, employees, agents, consultants, and contractors. Nothing in this Agreement shall be construed as a waiver of any immunity or defense available to either party under Ohio law. Without limiting the foregoing, the City shall have no liability arising from or related to the operational, environmental, regulatory, contractual, or programmatic obligations of the Authority, including the operation or maintenance of wastewater facilities or systems, except to the extent resulting from the City's breach of this Agreement or the negligent acts or omissions of the City in performing the services described herein.

Section 12. Term. This Agreement shall commence on the Effective Date and shall remain in effect until [_____], unless earlier terminated in accordance with this Agreement. This Agreement may be renewed or extended by written agreement of the parties. In no event shall this Agreement extend beyond the term of the Governing Agreement, as it may be amended, extended, or renewed.

Section 13. Termination.

(a) Termination Without Cause. Either party may terminate this Agreement upon not less than ninety (90) days' prior written notice to the other party delivered in accordance with Section 15 of this Agreement.

(b) Termination for Cause. Either party may terminate this Agreement upon written notice delivered in accordance with Section 15 to the other party if the other party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice from the non-breaching party specifying the nature of the breach in reasonable detail. If the breach is of a nature that cannot reasonably be cured within thirty (30) days, the breaching party shall not be in default if it commences a cure within such thirty (30) day period and thereafter diligently pursues the cure to completion within a reasonable time, not to exceed ninety (90) days from the date of the original notice of breach.

(c) Immediate Termination by the Authority. Notwithstanding subsection (b), the Authority may terminate this Agreement immediately upon written notice delivered in accordance with Section 15 to the City if the City (i) misappropriates or fails to safeguard Authority funds, (ii) commences or has commenced against it any proceeding under any bankruptcy, insolvency, or similar law, or (iii) takes any action with respect to Authority funds, bank accounts, or financial records that is not authorized under this Agreement, the Bylaws, or applicable law.

(d) Transition Upon Termination. Upon termination or expiration of this Agreement for any reason, the City shall cooperate with the Authority, the President, and the Treasurer to ensure an orderly transition of all administrative and fiscal functions, and shall:

(i) deliver to the Authority or its designee all books, accounts, financial records, contracts, invoices, receipts, bank statements, audit materials, reports, credentials, electronic access information, and other records of the Authority in the City's possession or control, in their then-current form, within thirty (30) days after the effective date of termination;

(ii) cooperate with the Treasurer to reconcile all Authority accounts administered by the City as of the date of termination;

(iii) if requested by the Board, continue to provide services under this Agreement for a period not to exceed sixty (60) days following the effective date of termination to facilitate an orderly transition, with compensation for such transition period prorated based on the then-current annual administrative services fee; and

(iv) return or securely destroy any copies of Authority records not required to be retained by the City under applicable law and certify such return or destruction in writing to the Authority within sixty (60) days after the effective date of termination.

The obligations of this Section 13(d) shall survive termination or expiration of this Agreement.

Section 14. Amendments. This Agreement may be amended only by a written instrument authorized by the Board and the City's legislative authority and executed by duly authorized representatives of both parties. For the avoidance of doubt, amendments to the Bylaws shall not constitute amendments to this Agreement, but the parties shall review this Agreement following any material amendment to the Bylaws and shall amend this Agreement as necessary to conform to such changes.

Section 15. Notices. All notices, requests, demands, directions, consents, approvals, and other communications required or permitted under this Agreement shall be in writing and shall be deemed duly given (a) upon personal delivery, (b) one (1) business day after deposit with a nationally recognized overnight courier service, (c) three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, or (d) upon transmission by electronic mail with confirmation of receipt, in each case addressed as follows:

If to the Authority: Great Miami Wastewater Authority
Attn: Chairperson and Treasurer
1 Benjamin Way
Franklin, Ohio 45005
Email:[_____]

If to the City: City of Franklin, Ohio
Attn: [_____]
1 Benjamin Way
Franklin, Ohio 45005
Email:[_____]

Either party may change its notice address by giving written notice of such change to the other party in accordance with this Section. Notices to the Authority shall be directed to the Chairperson, the Treasurer and the Administrator.

Section 16. No Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of the Authority and the City. Nothing in this Agreement shall be construed to create any rights in or for the benefit of any third party.

Section 17. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, is held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect.

Section 18. Entire Agreement. This Agreement, together with the Governing Agreement and the Bylaws (each as defined in the Recitals), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral or written negotiations, understandings, representations, and agreements between the parties relating to such subject matter. This Agreement is subject to the Governing Agreement and the Bylaws, and in the event of a conflict between this Agreement and the Governing Agreement or the Bylaws, the Governing Agreement and the Bylaws shall control.

Section 19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

Section 20. Authority to Execute. Each party represents that this Agreement has been authorized by all necessary official action and that the individuals executing this Agreement on behalf of such party are duly authorized to do so.

Section 21. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Authority and the City have caused this Agreement to be duly executed in their respective names, all as of the date first set forth above.

GREAT MIAMI WASTEWATER AUTHORITY

By: _____
Chairperson

CITY OF FRANKLIN, OHIO

By: _____
Jonathan M. Westendorf, City Manager