

Review Meeting

The Commissioners met at 9:00 a.m. at 210 E. Main St., Lancaster, OH. Commissioner Fix called the meeting to order, and the following Commissioners were present: Jeff Fix, Steve Davis, and David Levacy. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk to the Board of Commissioners, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; JFS Director, Corey Clark; IT Director, Daniel Neeley; EMA & Facilities Director, Jon Kochis; Economic & Workforce Development Director; Rick Szabrak; Utilities Director, Tony Vogel; Assistant Prosecuting Attorney, Austin Lines; Auditor, Dr. Carri Brown; Operations Administrator, Jeff Camechis; Treasurer, James Bahnsen; Recorder, Lisa McKenzie; Deputy JFS Director, Heather O'Keefe; Interim RPC Director, Holly Mattei; FCFC Manager, Tiffany Wilson; Also in attendance: Sherry Pymer, Bryan Everitt, Samantha Meadows, Beth Cotrell, Jim Cottrell, Ray Stemen, and Bob Slater II.

Virtual attendees: Shelby Hunt, Tony Vogel, Belinda Nebbergall, Jessica Murphy, Charlie Schindler, Barb Martin, Lori Hawk, Nicole Schultz, Britney Lee, Park Russell, Deborah, Abby King, Toni Ashton, David Uhl, Jeff Barron, Lori Lovas, Steven Darnell, Ashley Arter, Jane Harf, Vince Carpico, Jennifer Morgan, Jeanie Wears, Louie, Marcy Fields, and Brian Wolfe.

Welcome

Commissioner Fix opened the meeting by welcoming everyone in attendance.

Introduction of New Staff

Dominic Troiano, Transit OPS Manager

Mr. Kennedy introduced Mr. Troiano and shared that Transit is very happy to have the Operations Manager position filled.

Mr. Troiano shared key roles of his position and spoke about the opportunities provided by the position, and the importance of the local community to his family.

Listen & Learn, Severe Weather Awareness Week

Jon Kochis, EMA and Facilities Director, and Garrett Blevins, EMA Deputy Director

Mr. Blevins spoke about severe weather and how weather events are changing in Central Ohio and provided the following information. There has been a shift to the eastern U.S in tornadoes and in 2024 there were 74 tornadoes in Ohio. Spring 2025 weather patterns are already active, and it is important to be prepared and have a severe weather emergency plan. Being a volunteer with the Community Emergency Response Team or American Red Cross Disaster Services will also help you know how to best respond to weather emergencies. After you devise a plan, you should build an emergency kit with items for your family and your pets. You should have at least three ways in which you receive weather warnings, and you should know the difference between a tornado watch and warning. You should also know how to identify possible dangers after a storm. It is important to keep your homeowner's insurance updated and you should investigate purchasing flood insurance. Mr. Blevins also spoke about home and community safe rooms and added that the state of Ohio has a residential safe room rebate program. Walnut Township has a newly constructed community safe room that was designed to withstand up to 250 mile per hour winds and will hold 733 members of the Fairfield Beach community.

Commissioner Davis asked when the Walnut Township shelter became operational.

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Mr. Kochis and Mr. Blevins stated that the community safe room is operational, and the EMA team is working on ways to communicate information about the safe room to the community.

Mr. Blevins provided a QR code to sign up for weather alerts.

Ms. Cordle asked if employees who signed up through the county's ESS system for alerts would receive the weather alerts provided by the QR code.

Mr. Blevins replied that the weather alert provided by the QR code differs from that provided by the ESS system.

Dr. Brown asked how emergency weather information is provided to schools.

Mr. Blevins stated it is a requirement in Ohio for schools to practice fire and tornado drills. He added that EMA does help push information out to school districts.

Mr. Kochis added that when invited the Fairfield County EMA staff will provide education in schools.

Ms. McKenzie spoke about a news story which distinguished the difference between watches, warnings, and emergencies.

Mr. Kochis stated that the "emergency" level is not always heard about and indicates the greatest threat.

Mr. Blevins stated there were 1700 tornadoes across the United States in 2024 and that the U.S. has twice the number of tornadoes than any other country.

The Commissioners thanked Mr. Blevins and Mr. Kochis for their presentation and for working on the Walnut Township safe room.

Public Comments

Ray Stemen of Lancaster thanked those who acknowledged his attendance at the prior meeting and provided a prayer.

Beth Cottrell of Amanda Township spoke in opposition of utility scale solar projects in her community. She added that the Amanda Township trustees unanimously opposed the Carnation Solar project and asked the Commissioners to do the same.

Robert Slater II of Walnut Township stated that Walnut Township has finer soil than other areas of the county. He also thanked Commissioner Davis for attending the Ohio Power Siting Board (OPSB) evidentiary hearings in their entirety. He offered his concerns for the lack of participation from other community stakeholders in the hearing process and is bothered that the Farm Bureau is not more involved.

Sherry Pymer of Walnut Township spoke about the internet sites of PJM and OPSB. She added that the Eastern Cottontail name can be found throughout the PJM documents. She stated that the Ripley Solar project would be another 100 acres of solar farms in Walnut Township and that there would be approximately 5000 acres in total with all of the proposed solar projects in Fairfield County. She also spoke about a proposed data center in Walnut Township and added that there is a non-disclosure statement regarding the name of that data center's parent company.

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Samantha Meadows of Chillicothe stated she is a community advocate for National Grid Renewables. She added that her goal is to provide information at meetings regarding the project.

Legal Update

None.

County Administration Update

- The County Administration Update was provided by County Administrator, Aundrea Cordle, unless otherwise noted.

Cpl. David A. Johnston Memorial Highway

State Senator Tim Schaffer (R-Lancaster) sponsored Senate Bill 145, which named a portion of Refugee Road in Fairfield County as the "Cpl. David A. Johnston Memorial Highway."

Johnston was killed in action during Operation Taylor Common in South Vietnam. He was posthumously awarded the Bronze Star, and American Legion Post 283 in Pickerington bears his name in remembrance today.

"The stretch of highway stated in Senate Bill 145 fronts our Post home and is important to not only our members, but to the only living immediate family members, a sister and brother, of David A. Johnston," according to David England of the American Legion. "It would be a great sense of pride to the veterans of the Post who honorably served our country and most certainly his sister and brother."

"Corporal Johnston was a remarkable Marine who sacrificed his life serving our nation in the Vietnam War," Schaffer said. "This son of Fairfield County deserves to be remembered for his courage and selfless service."

Highlights of Resolutions

Administrative Approvals

The review packet contains a list of administrative approvals.

Resolution Review

There are 23 resolutions on the agenda for the Regular voting meeting.

Resolutions of note:

• Economic and Workforce Development has submitted a resolution to reappoint Matt Claypool, Missy Clum, Jennifer Friel, Chelsie Huffman, Nathan Hale, Kim Jeffers, and Todd Hoffman to the Area 20 Workforce Development Board. These re-appointments will commence July 1, 2025, and expire June 30, 2028.

Mr. Szabrak stated the board is a fully engaged five-county board and stated his appreciation for the commitment of the board members.

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• The Engineer's Office has a resolution to reduce truck engine noise on SR 188 in Amanda Township from approximately Creek Road to Cedar Hill Road. The Commissioners received several complaints regarding excessive noise from trucks and the Engineer's Office has worked to create a designated noise reduction zone.

Commissioner Fix asked about enforcement of the noise reduction zone.

Mr. Camechis stated that law enforcement will enforce the noise reduction and ODOT will install signs regarding the noise reduction zone.

- JFS has 13 resolutions. Eight of their resolutions are for amendments to previously approved network placement agreements where children were placed at a higher rate than the original agreement and two are to authorize service agreements.
- Regional Planning has a resolution for a change order for the CDBG Sugar Grove Rocket Way Sewer Improvements Project. This change order eliminates a manhole replacement, due to the ability to repair the existing manhole. This change will decrease the contract price by \$850.
- The Sheriff's Office has a resolution to approve the Fairfield County 9-1-1 Plan. The Fairfield County 9-1-1 Program Review Committee has provided a comprehensive plan as called for in R.C. 128.06. Section 128.08 of the R.C. requires a resolution to approve the plan. Commissioner Levacy does serve on this committee, as well as Mr. Kochis and Mr. Blevins.

Commissioners Levacy and Fix spoke about the importance of this new lifesaving technology.

• Soil & Water has a resolution of support regarding property for the Clean Ohio Local Agriculture Easement Purchase Program with the Ohio Department of Agriculture. There are six farms being nominated for purchase of agricultural easements through the program, and as part of the program, the landowners must commit to donating at least 25% of the agricultural easement value. I appreciate Tony Vogel's help with this.

Budget Review

Budget Director, Bart Hampson

Calendar Review/Invitations Received

- The Calendar and Correspondence review were provided by Ms. Menningen.

Informational Items

- United Way of Fairfield County Annual Awards Banquet, March 19, 2025,
 8:00 a.m., Olivedale Senior Center, 253 Boving Rd., Lancaster
- Career Expo, March 20, 2025, 9:00 a.m.-12:30 p.m., Fairfield County Workforce Center, 4465 Coonpath Rd. NW, Carroll

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- Retirement Party in Honor of Ginger Caito, March 24, 2025, 2:00 p.m.-4:00 p.m., Fairfield County Records Center, 138 W. Chestnut St., Lancaster
- Lancaster City State of the Schools Address, March 27, 2025, 11:30 a.m., Stanbery Career Center, 345 E. Mulberry St., Lancaster
- Fairfield County 4-H Achievement Awards Program, April 10, 2025, 7:00 p.m., Fairfield County Fairgrounds, Ed Sands Building, 157 E. Fair Ave., Lancaster
- Canal Winchester 2025 State of the Schools & Networking Luncheon, April 23, 2025, CW Community Center, 45 E. Waterloo St., Canal Winchester
- Transit Rebranding Ribbon Cutting, April 29, 2025, 3:30 p.m., 239 W. Main St., JFS Parking Lot, Lancaster
- Save the Date, The Friends of ADAMH Annual Dinner Meeting, April 29, 2025, Crossroads Event Center, 2095 W. Fair Ave., Lancaster
- Fairfield County Grant Workshop for Nonprofits, April 30, 2025, 8:30 a.m., Fairfield County Workforce Center, 4465 Coonpath Rd. NW, Carroll
- Lancaster Fairfield County 2025 Chamber Awards & Annual Trade Show, May 8, 2025, Trade Show 4:30 p.m.-6:00 p.m., Dinner & Awards, 6:30 p.m., Fisher Catholic High School, 1803 Granville Pk., Lancaster

Correspondence

- Explore Summer Camps Flyer 2025, Fairfield County Workforce Center, 4465 Coonpath Rd. NW, Carroll
- Ohio Department of Taxation Letter Acknowledging Receipt of Application for Real Property Tax Exemption and Remission, March 6, 2025
- Fairfield County Municipal Court, Fees Collected Report for Criminal/Traffic Division, February 2025
- Correspondence Regarding Industrial Solar Projects

Updates from Elected Officials and Department Heads

Treasurer Bahnsen stated his office is in the process of completing the first half tax settlement.

Dr. Brown stated the Auditor's website is being updated so that residents can estimate taxes, and she provided the following information. There will be press and news releases for Sunshine Week, county-wide levies, and vendor licenses. The office is receiving good feedback from the Auditors. The review folder contains information on the Madison Township fiscal emergency status, and she believes the township will be able to get out of that status. The Board of Revision (BOR) efficiencies have reduced the number of BOR hearings needed. She also spoke about serving on the CLE subcommittee with the Ohio Supreme Court.

Mr. Szabrak stated the Workforce Center hosted legislative aides and 40 educators from across the county and southeast Ohio. He added that the Workforce Center is expecting about 250 students at the upcoming Career Expo and that all the apprenticeship students had been placed in jobs.

Mr. Kochis stated that the bid opening for the next renovation at the Workforce Center came in at \$500,000 below the estimate, and that bid was from the company who just completed Phase I.

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Mr. Neeley thanked Sheriff Lape and his staff for taking actions which resulted in significant savings at the Workforce Center. He also spoke about information provided by NACo that would impact local organizations.

Mr. Clark stated that there were two bills introduced in the House that would require chip technology and benefit replacements for customers who had benefits stolen from them.

Old Business

Commissioner Davis spoke about a Major Crimes Unit meeting with Administrator Cordle and Interim Commander Duff regarding reestablishing appropriate protocols and controls for fiscal management.

Commissioner Levacy spoke about attending the groundbreaking for Emerald Place and added that the housing complex was the first development in the area under the low income tax credit program. He further added that developments are often built to minimum standards, but Emerald Place had many amenities not typically seen.

Commissioner Fix stated that he is continuing to meet with townships and villages regarding partnerships and the comprehensive plan.

New Business

Commissioner Levacy stated he will hold a meeting with the Fairfield County Veterans Hall of Fame committee and that the group has made significant progress.

Commissioner Fix spoke about the upcoming MORPC State of the Region Address.

Regular (Voting) Meeting

The Commissioners continued to the voting portion of the meeting with the following Commissioners present: Jeff Fix, Steve Davis, and David Levacy. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk to the Board of Commissioners, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; JFS Director, Corey Clark; IT Director, Daniel Neeley; EMA & Facilities Director, Jon Kochis; Economic & Workforce Development Director; Rick Szabrak; Utilities Director, Tony Vogel; Assistant Prosecuting Attorney, Austin Lines; Auditor, Dr. Carri Brown; Operations Administrator, Jeff Camechis; Treasurer, James Bahnsen; Recorder, Lisa McKenzie; Deputy JFS Director, Heather O'Keefe; Interim RPC Director, Holly Mattei; FCFC Manager, Tiffany Wilson; Also in attendance: Sherry Pymer, Bryan Everitt, Samantha Meadows, Beth Cotrell, Jim Cottrell, Ray Stemen, and Bob Slater II.

Virtual attendees: Shelby Hunt, Tony Vogel, Belinda Nebbergall, Jessica Murphy, Charlie Schindler, Barb Martin, Lori Hawk, Nicole Schultz, Britney Lee, Park Russell, Deborah, Abby King, Toni Ashton, David Uhl, Jeff Barron, Lori Lovas, Steven Darnell, Ashley Arter, Jane Harf, Vince Carpico, Jennifer Morgan, Jeanie Wears, Louie, Marcy Fields, and Brian Wolfe.

Announcements

None.

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Approval of Minutes for March 11, 2025

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the Minutes for the Tuesday, March 11, 2025, meeting.

Roll call vote of the motion resulted as follows: Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

Approval of a Resolution from the Fairfield County Commissioners

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Commissioners:

2025-03.18.a A Resolution to Approve an Account-to-Account Transfer in a Major Object Expense Category

Roll call vote of the motion resulted as follows: Voting aye thereon: David Levacy, Steve Davis and Jeff Fix

Approval of a Resolution from Fairfield County Economic & Workforce Development

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from Fairfield County Economic & Workforce Development:

2025-03.18.b A Resolution to Approve the Reappointment of Board Members to the Area 20 Workforce Development Board

Commissioner Fix thanked the board members for their willingness to be reappointed and for the work they do on the Area 20 Workforce Development Board.

Roll call vote of the motion resulted as follows: Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

Approval of Resolutions from the Fairfield County Engineer

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from the Fairfield County Engineer:

2025-03.18.c	A Resolution to Approve Advertising for the FAI-CR54-0.555 GRE-22 Campground Road Bridge Replacement Project
2025-03.18.d	A Resolution to Approve Advertising by the County Engineer to Sell Scrap Metal and Aluminum
2025-03.18.e	A Resolution Establishing a Truck Engine Brake Noise Reduction Zone on a Designated Portion of Lancaster-Circleville Road (SR 188)

Roll call vote of the motion resulted as follows: Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

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Approval of a Resolution from Fairfield County Family and Children First Council

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from Fairfield County Family and Children First Council (FCFC):

2025-03.18.f A Resolution Authorizing the Approval of Repayment of an Advance to the General Fund, Fund #7521, Sub-Fund #8307, Ohio Children Trust Fund – Multi System Youth Grant

Ms. Wilson thanked Morgan Fox from JFS for her assistance with FCFC funds.

Roll call vote of the motion resulted as follows: Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

Approval of Resolutions from Fairfield County Job and Family Services

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from Fairfield County Job and Family Services:

2025-03.18.g	A Resolution Regarding an Amendment for a Previously Approved Network Placement and Related Services Agreement between Advantage Family Outreach and Foster Care and Child Protective Services
2025-03.18.h	A Resolution Regarding an Amendment for a Previously Approved Network Placement and Related Services Agreement between Family Wellness Solutions, Inc. and Child Protective Services
2025-03.18.i	A Resolution Regarding an Amendment for a Previously Approved Network Placement and Related Services Agreement between Just Like Us Enrichment Agency and Child Protective Services
2025-03.18.j	A Resolution Regarding an Amendment for a Previously Approved Network Placement and Related Services Agreement between Sojourners Care Network and Child Protective Services
2025-03.18.k	A Resolution Regarding an Amendment for a Previously Approved Network Placement and Related Services Agreement between The Bair Foundation and Child Protective Services
2025-03.18.1	A Resolution Regarding an Amendment for a Previously Approved Network Placement and Related Services Agreement between The Village Network and Child Protective Services
2025-03.18.m	A Resolution Regarding an Amendment for a Previously Approved Network Placement and Related Services Agreement between Unk's Place and Child Protective Services
2025-03.18.n	A Resolution Regarding an Amendment for a Previously Approved Network Placement and Related Services Agreement between Victory House LLC and Child Protective Services

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2025-03.18.0	A Resolution Authorizing the Approval of a Service Agreement by and Between Fairfield County Job & Family Services, Child Protective Services Division and Reflections Group Home LLC
2025-03.18.p	A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and the Ohio Teaching Family Association
2025-03.18.q	A Resolution to Approve a Memo Expense/Memo Receipt for the Costs of Birth Certificates Paid to the Fairfield County Health Department as a Memo Expenditure, Fund #2072, Public Children's Services
2025-03.18.r	A Resolution to Approve Additional appropriations by Appropriating from Unappropriated into a Major Expense Object Category, Fund #2758, Protective Service Levy
2025-03.18.s	A Resolution to Approve a Memo Receipt and Memo Expenditure for Fairfield County Job & Family Services' Children Services Fund and Protective Services Levy Fund, Respectively

Roll call vote of the motion resulted as follows: Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

Approval of a Resolution from the Fairfield County Regional Planning Commission

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Regional Planning Commission:

2025-03.18.t A Resolution to Approve Change Order #1 for the CDBG PY2023 Village of Sugar Grove – Rocket Way Sewer Improvements Project

Roll call vote of the motion resulted as follows: Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

Approval of a Resolution from the Fairfield County Sheriff

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Sheriff:

2025-03.18.u A Resolution to Approve the Fairfield County 9-1-1 Plan

Commissioner Levacy thanked those at the Sheriff's Office who worked on the plan, and Jon Kochis, for their diligence and hard work on the 9-1-1 Plan.

Roll call vote of the motion resulted as follows: Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

Approval of a Resolution from the Fairfield County Soil & Water Conservation District

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Soil & Water Conservation District:

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2025-03.18.v A Resolution of Support of Property for the Clean Ohio Local Agriculture Easement Purchase Program with the Ohio Department of Agriculture

Roll call vote of the motion resulted as follows: Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

Approval of the Payment of Bills

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution for the Payment of Bills:

2025-03.18.w A Resolution Authorizing the Approval of Payments of Vouchers Without Appropriate Carry-Over Purchase Orders and the Cash Disbursement for all Departments that are Approved by the Commissioners

Roll call vote of the motion resulted as follows: Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

<u>Adjournment</u>

With no further business, On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to adjourn at 10:04 a.m.

Roll call vote of the motion resulted as follows: Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

The next Regular Meeting is scheduled for 9:00 a.m. on Tuesday, March 25, 2025, in the Commissioners' Hearing Room, 210 E. Main St., Lancaster, OH.

Mot	ion by: David Levacy		Seconded by: St	eve Davis
that	the March 18, 2025, minutes were	e approved by the fol	lowing vote:	
ABS *Ap	AS: David Levacy, Steve Davis, an STENTIONS: proved on March 25, 2025 eff Fix minissioner belle Menningen, Clerk	nd Jeff Fix Steve Davis Commissioner		JAYS: None David Levacy Commissioner

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REVIEW AGENDA

BOARD OF COMMISSIONERS

Commissioners: Steven A. Davis Jeffrey M. Fix David L. Levacy

County Administrator Aundrea N. Cordle

Deputy County Administrator Jeffrey D. Porter

Tuesday, March 18, 2025 9:00 a.m.

1. Review

Purpose of Review Meeting: To prepare for formal actions of county business, such as Commission resolutions; and to provide time for county leadership to connect about matters of county business.

Rochelle Menningen

Clerk

2. Welcome

3. Introduction of New Staff

Dominic Troiano, Transit OPS Manager

4. Listen & Learn, Severe Weather Awareness Week

Jon Kochis, EMA and Facilities Director, and Garrett Blevins, EMA Deputy Director

5. Public Comments

Purpose of Public Comments: *This is a time for voters and taxpayers (members of the public) to provide comments. There is a time limit of 3 minutes. While this is a time for comments to be provided, it is not a time for questions and answers. The Commission has a full agenda of county business.*

6. Legal Update

7. County Administration Update

- a. Week in Review
- b. Highlights of Resolutions
- c. Budget Review
- d. Calendar Review/ Invitations Received
 - i. United Way of Fairfield County Annual Awards Banquet, March 19, 2025, 8:00 a.m., Olivedale Senior Center, 253 Boving Rd., Lancaster
 - ii. Career Expo, March 20, 2025, 9:00 a.m.-12:30 p.m., Fairfield County Workforce Center, 4465 Coonpath Rd. NW, Carroll
 - iii. Retirement Party in Honor of Ginger Caito, March 24, 2025, 2:00 p.m.-4:00 p.m., Fairfield County Records Center, 138 W. Chestnut St., Lancaster
 - iv. Lancaster City State of the Schools Address, March 27, 2025, 11:30 a.m., Stanbery Career Center, 345 E. Mulberry St., Lancaster
 - v. Fairfield County 4-H Achievement Awards Program, April 10, 2025, 7:00 p.m., Fairfield County Fairgrounds, Ed Sands Building, 157 E. Fair Ave., Lancaster
 - vi. Canal Winchester 2025 State of the Schools & Networking Luncheon, April 23, 2025, CW Community Center, 45 E. Waterloo St., Canal Winchester

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REVIEW AGENDA

BOARD OF COMMISSIONERS

Commissioners: Steven A. Davis Jeffrey M. Fix David L. Levacy

County Administrator

Deputy County Administrator

Aundrea N. Cordle

Jeffrey D. Porter

Rochelle Menningen

Clerk

- vii. Transit Rebranding Ribbon Cutting, April 29, 2025, 3:30 p.m., 239 W. Main St., JFS Parking Lot, Lancaster
- viii. Save the Date, The Friends of ADAMH Annual Dinner Meeting, April 29, 2025, Crossroads Event Center, 2095 W. Fair Ave., Lancaster
- ix. Fairfield County Grant Workshop for Nonprofits, April 30, 2025, 8:30 a.m., Fairfield County Workforce Center, 4465 Coonpath Rd. NW, Carroll
- x. Lancaster Fairfield County 2025 Chamber Awards & Annual Trade Show, May 8, 2025, Trade Show 4:30 p.m.-6:00 p.m., Dinner & Awards, 6:30 p.m., Fisher Catholic High School, 1803 Granville Pk., Lancaster
- e. Correspondence
 - i. Explore Summer Camps Flyer 2025, Fairfield County Workforce Center, 4465 Coonpath Rd. NW, Carroll
 - ii. Ohio Department of Taxation Letter Acknowledging Receipt of Application for Real Property Tax Exemption and Remission, March 6, 2025
 - iii. Fairfield County Municipal Court, Fees Collected Report for Criminal/Traffic Division, February 2025
 - iv. Correspondence Regarding Industrial Solar Projects

8. Updates from Elected Officials and Department Heads

- 9. Old Business
- 10. New Business
- 11. Regular (Voting) Meeting
- 12. Adjourn
- 13. Veterans Hall of Fame Meeting, Commissioner Levacy's Office, 11:30 a.m.

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Project/Category		As of 3/13/25 Appropriations	As of 3/13/25 Expenditure	As of 3/13/25 Obligation
Public Health				
R15a	Public Health, PPE	199.90	199.90	0.00
R16a	Public Health, Medical Expenses	206,838.33	206,838.33	0.00
R16b	Public Health, COVID Medial Costs County Benefits Program	399,949.66	399,949.66	0.00
R17a	Public Health, Vaccination Clinic and Related Expenses	66,362.57	66,362.57	0.00
R17b	Public Health, Capital Investments and Public Facilities of the County	3,426,059.58	3,422,579.58	3,480.00
R17c	Public Health, Capital Investment for Air Quality Improvements	56,674.00	56,674.00	0.00
R17d	Public Health, Capital Investment for Health Equipment, Mobile Morgue	49,498.87	49,498.87	0.00
R17e	Public Health, Capital Investment for Sheriff Cruiser to Respond to Increased Violence	54,250.98	54,250.98	0.00
R18a	Professional Communications on Behalf of the Board of Health	34,577.94	34,577.94	0.00
R18b	Public Health, Creation of a Community Health Assessment (CHA)	48,943.10	48,943.10	0.00
R19a	Public Safety Payroll Support	1,545,884.42	1,545,884.42	0.00
R19b	Public Health Payroll Support	185,406.39	185,406.39	0.00
R19c	Other Public Sector Payroll Support	275,236.47	275,236.47	0.00
R110a	Mental and Behavioral Health	0.00	0.00	0.00
Subtotal Public Health		6,349,882.21	6,346,402.21	3,480.00
Negative Economic Impacts				
R210a	Emergency Assistance for Non- Profit Organizations, a Subgrant to the City of Lancaster	0.00	0.00	0.00
R210b	Emergency Assistance for Non- Profits, Subgrant The Lighthouse	120,000.00	120,000.00	0.00
R210c	Salvation Army	500,000.00	500,000.00	0.00
R210d	Habitat for Humanity	610,000.00	610,000.00	0.00

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$30,606,902.00 has been appropriated, \$27,569,233.31 expended, \$2,869,173.16 encumbered or obligated.

Project/Category		As of 3/13/25 Appropriations	As of 3/13/25 Expenditure	As of 3/13/25 Obligation
R210e	ADAMH/LSS Housing Projects	3,000,000.00	800,564.01	2,199,435.99
R210f	Harcum House	100,000.00	100,000.00	0.00
R210g	Fairhope Hospice	100,000.00	100,000.00	0.00
R210h	Housing Project	700,000.00	700,000.00	0.00
R210i	Lancaster Festival	100,000.00	100,000.00	0.00
R211a	Subgrant for Tourism, Support for the Fairfield County Fair	499,996.00	499,996.00	0.00
R211b	Aid to Tourism, Travel, Hospitality	18,278.01	18,278.01	0.00
R29a	Emergency Assistance Business Planning	146,829.87	146,829.87	0.00
R213a	Support for Agriculture and the Growing Community	35,000.00	35,000.00	0.00
R213b	Technical Assistance for Townships & Others	399,354.84	399,354.84	0.00
R213c	Contracts for Services to Support Residents Suffering Effects of the Pandemic	96,700.00	96,700.00	0.00
Subtotal Negative Economic Impacts		6,426,158.72	4,226,722.73	2,199,435.99
R310a	Housing Support, Affordable Housing Strategic Plan	39,554.00	39,554.00	0.00
Subtotal Services Disproportionately Impacted Communities				
Premium Pay		39,554.00	39,554.00	0.00
R41a	Premium Pay, Premium Pay for Emergency Management Agency Workers	27,907.72	27,907.72	0.00
Subtotal Premium Pay		27,907.72	27,907.72	0.00

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Project/Category		As of 3/13/25 Appropriations	As of 3/13/25 Expenditure	As of 3/13/25 Obligation
Infrastructure				
R52a	Clean Water: Centralized Collection and Conveyance, Airport	550,210.54	550,210.54	0.00
R52b	Clean Water: Centralized Collection and Conveyance, Walnut Creek Sewer District	750,000.00	750,000.00	0.00
R52c	Clean Water: Centralized Collection and Conveyance, Regional Lift Station	2,761,835.85	2,448,140.26	313,695.59
R56a	Clean Water, Stormwater	539,895.00	539,895.00	0.00
R511a	Drinking Water: Transmission/Distribution, Grant Hampton	800,318.61	800,318.61	0.00
R511b	Drinking Water: Transmission/Distribution, Airport	100,805.00	100,805.00	0.00
R511c	Drinking Water: Transmission/Distribution, Greenfield	221,535.69	221,535.69	0.00
R511d	Drinking Water: Transmission/Distribution, Baltimore	613,000.00	613,000.00	0.00
R511e	Drinking Water: Transmission/Distribution, Pleasantville	834,000.00	731,947.53	102,052.47
R516a	Broadband, "Last Mile" Projects	0.00	0.00	0.00
Subtotal Infrastructure		7,171,600.69	6,755,852.63	415,748.06
Revenue Loss				
R61a	SaaS and Technological Equipment	369,959.32	369,959.32	0.00
R61b	Recorder Document Scanning	337,984.72	337,984.72	0.00
R61c	Clerk of Courts Case Management	375,000.00	375,000.00	0.00
R61d	MARCS Tower Project	566,210.00	566,210.00	0.00

Project/Category		As of 3/13/25 Appropriations	As of 3/13/25 Expenditure	As of 3/13/25 Obligation
				<u>_</u>
R61e	Dispatch Consoles	543,820.85	543,820.85	0.00
		040,020.00	040,020.00	0.00
R61f	Fairfield Center Purchase	2,708,752.85	2,708,752.85	0.00
		2,700,732.03	2,700,752.05	0.00
R61g	Fairfield Center Denovation	2 244 528 02	2 200 277 02	126 250 10
	Fairfield Center Renovation Community School Attendance	3,344,528.02	3,208,277.92	136,250.10
R61h	Program	501,137.00	501,137.00	0.00
D64:				
R61i	Workforce Center Expansion	0.00	0.00	0.00
R61j	Smart Growth	197,657.97	197,657.97	0.00
		101,001.01	101,001.01	0.00
R61k	United Way and Dolly Parton's	25,000,00	25 000 00	0.00
	Imagination Library Auditor Historical Records	25,000.00	25,000.00	0.00
R61I	Auditor Historical Records Scanning	0.00	0.00	0.00
R61m	Engineer's Radios	80,000.00	80,000.00	0.00
R61n	Auditor Printers	4,357.66	4,357.66	0.00
R61o	Auditor Copiers	11,983.30	11,983.30	0.00
R61p	Bremen ADA Ramps	26,954.00	26,954.00	0.00
DOA	Transportation School Education	20,004.00	20,004.00	0.00
R61q	Vehicles	38,357.90	38,357.90	0.00
R61r	Safety and Security	454,622.00	431,430.94	23,231.06
R61s	MAPSYS Custom Taxing Authority	,		,
1013	Management Application	52,433.00	43,000.00	9,433.00
R61t	County Radios	61,537.50	0.00	61,537.50
R61u	Transportation	243,000.00	243,000.00	0.00
R61v	Transportation Pohranding	2.10,000.00	210,000.00	0.00
	Transportation Rebranding	20,057.45	0.00	20,057.45
R517a	Beavers Field Utilities	36,606.46	36,606.46	0.00
Revenue Loss		10,000,000,00	0.740.400.00	
		10,000,000.00	9,749,490.89	250,509.11

Project/Category		As of 3/13/25 Appropriations	As of 3/13/25 Expenditure	As of 3/13/25 Obligation
Administration				
R71a	Administrative Expenses	591,798.66	423,303.13	0.00
Subtotal Administration		591,798.66	423,303.13	0.00
Grand Total		\$30,606,902.00	\$27,569,233.31	\$2,869,173.16

ADMINISTRATIVE AUTHORITY ITEMS FAIRFIELD COUNTY COMMISSIONERS' OFFICE MARCH 10, 2025 TO March 16, 2025

Fairfield County Commissioners

- AA.03.11-2025.a An Administrative Approval for the payment(s) of the United Health Care (UHC) invoice for the Fairfield County Self-Funded Health Benefits Program – Fairfield County Board of Commissioners [Commissioners]
- AA.03.11-2025.c An Administrative Approval for the payment of invoices for departments that need Board of Commissioners' approval and have bills presented that are not more than \$77,250 per invoice. [Commissioners]

Fairfield County Facilities

- AA.03.11-2025.b An Administrative Approval Authorizing the Approval of an Agreement with Hocking Valley Contractors for demolition services to prepare for interior renovation the Sheridan Center. [Facilities]
- AA.03.14-2025.a An Administrative Approval for the Contract between Gutknecht Construction, and the Fairfield County Commissioners for construction services at the Fairfield Center [Facilities]

Fairfield County Information Technology

AA.03.13-2025.a An Administrative Approval for a change order with existing contract from August 05, 2022, between the Fairfield County Board of County Commissioners and Advanced Technology Consulting along with Avaya, INC and RingCentral, INC. [Information Technology]

United Way of Fairfield County

Happy Thursday! We hope you are having a fantastic week and are enjoying the nice weather we have been having!

We are reaching out to remind you that the **United Way Annual Awards Banquet and Breakfast** is next week on **Wednesday, March 19th at 8AM at Olivedale Senior Center**. We would love to have you join us to celebrate the successes of organizations that ran a United Way workplace campaign, as well as some particularly devoted individuals!

In addition to the traditional festivities of the day, we will be **introducing our new CEO**, Melissa Dever! She is an exciting addition to our team, and we cannot wait for you to get to know her!

If you would like to attend, you can either email Garrett Davis at gdavis@uwayfairfieldco.org, or use the link below to pay online!

Registration Link: https://igfn.us/form/N6gttg

The registration fee is \$20 and can be paid online or in person. If you represent an organization and have several people who would like to attend, you can email Garrett with a list of names, and we can send you an invoice for the registrations!

Have a great weekend and we hope to see you next week!

Awards Banquet

UNITED WAY OF FAIRFIELD COUNTY

Join us for a fun morning celebrating the end of our 2024 Campaign March 19 | 8 AM | Olivedale Senior Center | 253 Boving Rd. Lancaster, OH 43130 RSVP by email phone or email (\$20/person) (740) 653-0643 gdaviseuwayfairfieldco.org

Career Expo

for 11th & 12th grade students in Fairfield County

March 20, 2025 9:00 a.m. - 12:30 p.m. Fairfield County Workforce Center 4465 Coonpath Road NW, Carroll, OH 43112

Employers are hiring for...

Full-time, part-time, internships, summer employment, apprenticeships

Manufacturing - HVAC - Electrical -Healthcare - Automotive - Sales and Service - Governmental Agencies - Post Secondary Education

2025



Check with school counselors or administrators about attending!



Learn more and see a list of participating employers at <u>Fairfield33.lobs.com/student-career-readiness.html</u>





JOIN US FOR A

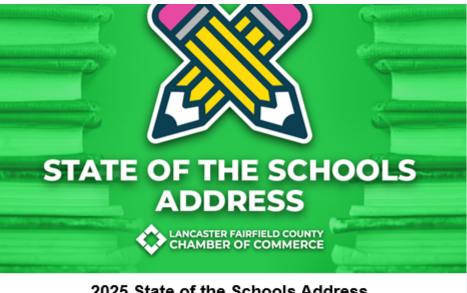
etirement

The Adventure

IN HONOR OF

Monday, March 24, 2025 2рм-4рм

Fairfield County Records Center 138 W Chestnut St, Lancaster



2025 State of the Schools Address

Registrations Now Open!

When: Thursday, March 27

Registration and Networking: 11 to 11:30 a.m.

Lunch Buffet: 11:30 a.m.

Program: 12 p.m.

Where: Stanbery Career Center 345 E. Mulberry St., Lancaster

Featured Speakers:

Nathan Hale Superintendent, Lancaster City Schools

Timothy Edwards Superintendent, Amanda-Clearcreek Local School District

> Dr. Martha Kline Interim Dean, Ohio University Lancaster

> > Cost:

\$25 Per Person Lunch menu developed by Lancaster City Schools Culinary Program

REGISTER HERE

Registrations Close Thursday, March 20 at 4 p.m.

From:	Black, Haley
То:	Niceswanger, Bennett Joseph; Menningen, Rochelle M
Cc:	Cooksey, Leslie; Fowler, Aubry
Subject:	[E] 2025 Fairfield County 4-H Achievement Awards Program Invitation
Date:	Thursday, March 13, 2025 4:39:13 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Fairfield County Commissioners,

I hope this message finds you well. My name is Haley Black, and I am the 4-H Program Assistant for Fairfield County. I am reaching out to extend a formal invitation to you to attend the 2025 Fairfield County 4-H Achievement Banquet, where we will be recognizing the outstanding achievements of our youth.

4-H is a national youth development organization that empowers young people to become leaders in the their communities through hands-on learning and personal growth. With a focus on leadership, citizenship, and life skills, 4-H encourages youth to explore a wide range of projects, from agriculture to science, to help them grow into confident, capable, and compassionate adults.

Each year, the Fairfield County 4-H Youth Development Program honors youth for their accomplishments and contributions. Our older participants, beginning at age 14, complete the Ohio Achievement Record Form, which highlights their involvement in 4-H activities, leadership roles, community service, and personal reflections on their 4-H experience. Younger members in the initial stages of their 4-H journey fill out the Fairfield County Junior Achievement Record Form. We will be honoring both the Ohio Achievement and Fairfield County Junior Achievement award recipients, along with newly appointed Junior Fair Board members, Camp Counselors, and those individuals who have successfully completed their Sectary's and Treasurer's books.

The 2025 Fairfield County 4-H Achievement Awards Program will be held on April 10, 2025, at the Ed Sands Building, at the Fairfield County Fairgrounds. Registration for Award Presenters will begin at 6:45 p.m. with the program starting promptly at 7:00 p.m. A light dessert reception will follow the ceremony. Your continued support of the Fairfield County 4-H Program is invaluable, and we hope you will be able to attend this event to recognize the accomplishments of these remarkable young individuals. At this time, we do not need certificates, as we will be printing in house this year.

Thank you for your time and consideration. We look forward to the possibility of your attendance.

Sincerely,

Haley Black Program Assistant, 4-H Youth Development

College of Food, Agricultural, and Environmental Sciences

OSU Extension, Fairfield County 831 College Ave, Suite D, Lancaster, OH 43130

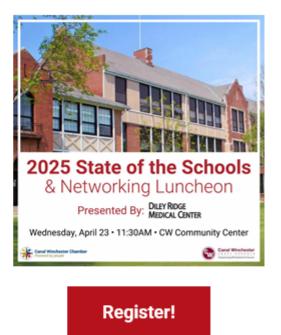
740-277-4622 Office

2025 State of the Schools

Join us for our 2025 State of the Schools & Networking Luncheon, presented by Diley Ridge Medical Center, and hear from Canal Winchester Local School District Superintendent Kiya Hunt!

She will provide an update on the state of the district, including new and returning career pathways at Canal Winchester High School and the district's master facilities plan. She will be joined by Career Readiness Coordinator Jasmine Stephenson, who will share more about CWHS's career readiness programs, including work-based learning and internship opportunities for students. Lunch will be provided.

P CW Community Center April 23rd, 2025 | 11:30–1 PM





The Fairfield Alcohol, Drug Addition and Mental Health Services Board is accepting nominations for the Friends of ADAMH Awards. Three individuals or organizations will be awarded and recognized the night of the event. Follow <u>Friends of ADAMH Nomination Form</u> to submit a nomination by March 10.







Winning grants isn't luck discover strategies to stand out and get funded!

GUEST SPEAKER AND PANEL



Keith Conroy Hicks Partners



Amy Eyman Fairfield County Foundation



Emily Cordle South Central Power

Assessing a Good Fit

Key Discussions & Insights



Grant Eligibility



Wed. April 30th,

8:30AM -10:00 AM

Common Pitfalls



Fairfield County Workforce Center 4465 Coonpath Rd. NW, Carroll, OH

Grant Readiness

<u>CLICK TO</u> <u>RSVP TODAY</u>

3/18/2025

For more info or RSVP contact Vince Carpico



 $\langle \rangle$

vince.carpico@fairfield countyohio.gov₀₂₆

Celebrating the STARS of our Community!

The largest annual business event in Fairfield County returns Thursday May 8!

Award nominations, dinner reservations, and trade show registrations are

NOW OPEN! See below for details:

When: Thursday, May 8, 2025

Where: Fisher Catholic High School 1803 Granville Pike, Lancaster

TRADE SHOW REGISTRATIONS

Thursday, May 8 • 4:30 to 6 p.m.

Fisher Catholic Alumni Hall

\$150 - 6-Foot Space | \$300 - 12-Foot Space

Trade Show Registrations Due Friday, April 25 at 12 p.m.

Trade Show Form (Word)

Trade Show Form (PDF)

ANNUAL DINNER REGISTRATIONS

Thursday, May 8 • 6:30 p.m.

Main Gymnasium

\$65 Per Person

RSVP by Thursday, May 1 at 4 p.m.

Register Here

EXPLORE Summer Comps



2025

With support from our partners at Ohio University, Hocking College, Community Action, and Lancaster City Schools, students in Fairfield County Workforce Center's EXPLORE Summer Camps will have an amazing and FREE camp experience! Fairfield County students who will be in grades 6, 7, and 8 during the 2025-26 academic year will thrive in one-week sessions designed to build interest in careers in engineering, healthcare, and construction.

Our Camping Adventures:

ALL GIRLS STEM CAMP

Session 1: 6/9 - 6/13 Session 2: 7/7 - 7/11 **HEALTHCARE HEROES CAMP** Session 1: 6/9 - 6/13 Session 2: 7/7 - 7/11 **TOTALLY TECH-BOT CAMP** Session 1: 6/16 - 6/20 Session 2: 7/14 - 7/19

BUILDERS CAMP

REGISTER

Session 1: 6/23 - 6/27 Session 2: 7/21 - 7/25



More Info:

www.fairfieldcountyohioworkforcecenter.gov/career-camps.html



March 06, 2025

Fairfield Cty Bd Of Comms 210 E Main St Rm 301 Lancaster, OH 43130

Re:	DTE No:	HE 0367		
	Auditor's No.:	1744		
	County:	Fairfield		
	School District:	Lancaster CSD		
	Parcel Number(s):	0534198000	0534198100	0534198200
		0534198300	0534198400	0534198500
		0534198600	0534198700	0534198800
		0534198900	0534199000	0534199100
		0534199200	0534199300	0534199400
		0534199500	0534199600	0534199700
		0534199800	0534202900	0534203000
		0534203100		

Dear Applicant:

With this letter we hereby acknowledge receipt of the *Application for Real Property Tax Exemption and Remission* that was submitted to Fairfield County on January 13, 2025. The Department of Taxation, Division of Tax Equalization, received the application on February 27, 2025.

Your application has been assigned to a Tax Examiner and is being reviewed. We will reach out if any additional information is required to finalize your application.

To check on the status of your application, please visit

<u>https://ohiotaxcigtax.my.site.com/realpropertyapplication/</u>. You can search by applicant name, county auditor application number, parcel number, or by using the DTE No. above. This tool will provide a status letting you know where the application is in the review process. Additionally, it will provide the Examiner that has been assigned to review the application.

If you have any general questions about the process, please contact the Division of Tax Equalization at (614) 728-9545.

Sincerely, Division of Tax Equalization



FAIRFIELD COUNTY MUNICIPAL COURT

136 West Main Street

treet Post Office Box 2390 Lan

Lancaster, Ohio 43130-5390

Telephone:740-687-6621E-mail:clerk@fcmcourt.orgWeb:www.fcmcourt.org

VALEDA A. SLONE Clerk

March 13, 2025

Dr. Carri Brown Fairfield County Auditor 210 E. Main Street Lancaster, OH 43130

RE: Fees collected in the Fairfield County Municipal Court, **Criminal/Traffic Division**, for the month of February, 2025.

10% OSP Fines	\$1,843.15
Regular Fines	0.00
Uniform Fines	
Gross Overload	
50% Liquor Fines	
OVI Housing	
Sheriff's Department OVI	
Affidavit of Indigency	2.228.58
Amdavit of Indigency	325.00
Dog Fines	
Parks & Recreation	
Parks & Recreation OVI	
Witness Fees	6.00
Exnungement Fees	
Jury Fees	0.00
	¢70 770 92

TOTAL.....\$29,728.83

Sincerely,

a Sime LONA

Valeda A. Slone Clerk of Court

 xc: Fairfield County Commissioners Fairfield County Engineer
 Sheriff Alex Lape (FCSO)
 Deputy Robert Mead (FCSO)
 Fairfield County Dog Shelter

enclosures /tlh

From:	Jacob Giammarino
То:	Contact Web
Subject:	[E] Carnation Solar Case # 24-0881-EL-BGN
Date:	Tuesday, March 11, 2025 7:23:06 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Jacob Giammarino 10675 Ridge Rd. Sw Amanda, OH 43102 Jacobgiammarino43@gmail.com 220-216-9638 03/11/2025

To whom it may concern,

As a concerned citizen and resident in Amanda, Ohio, I am writing to express my strong opposition to the proposed installation of solar panels in our community.

While I understand the importance of renewable energy, I strongly believe that solar panels are not the right solution for our community. Not only will they alter the scenic views and rural character of our area, but they will also decrease our property values.

I have taken the time recently to understand that studies have shown that solar panels can decrease property values by up to 20%. This is a significant concern for me and my family, as our home is our largest investment. I urge you to consider the long-term effects of this project on our community's property values.

Furthermore, solar panels are not as environmentally friendly as they seem. The production of solar panels requires the use of hazardous materials, such as lead and cadmium, which can contaminate soil and water. Additionally, the disposal of solar panels at the end of their life cycle is a significant concern.

I am also concerned about the noise pollution and disruption to our peaceful community. Solar panels require inverters, which can generate a constant humming or buzzing noise. This noise can be disturbing and disruptive to our community's peaceful atmosphere.

In conclusion, I strongly oppose the installation of solar panels in our community. I urge you to consider the negative impacts of this project on our property values, environment, and quality of life.

Sincerely,

Jacob giammarino

From:	Tommy Ellis
To:	Contact Web; contactOPSB@puco.ohio.gov
Subject:	[E] Carnation Solar Case # 24-0881-EL-BG
Date:	Wednesday, March 12, 2025 10:30:39 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

My name is Tommy Ellis, I live at 3720 Cedar Hill rd. In Amanda, Ohio. I am in the direct line of sight for the solar project, not only by vision and proximity, but by access roads specifically from traffic construction equipment and construction operators and personale. Some of the biggest part of this operation will be directly behind my house separated by only the length of approximately a football field and a half. The only access to the site is directly via cedar hill road to ridge road or westfall road. again only yards from me. . It is peaceful around here and that is the way that I like it. I have a special needs dog that is disturbed by storms and winds and noise., and that makes it stressful for her and for me. I cannot begin to imagine what the pile drivings going on continually will do. That is one aspect that concerns me. Another is just the destruction of beautiful farmland that feeds our country and fills our shelves at the grocery stores. Because of big money and people with political agendas, they do not care about stepping on the backs of small town America. Our country was built by Hardworking farmers and middle class America to see big corporations like the Carnation Solar group just come in and try to push the Solar agenda and ruin our farmland is terrible. I have driven to Chillicothe and its surrounding little towns with the solar fields, and it is absolutely a horrendous sight to see. I have also talked to several people from these areas and all of the ones I talked to just hate it except for the ones who are getting paid big money, who dont have to live here or near the sight itself. Our property values will depreciate by as much as 5% I personally think that is very low, they are not real estate people so who really knows. What about the abundant wildlife that uses this as its Home? Can you not just listen to the people in our area? Stand up for our comunity, we are small but mighty. The majority of Amanda does not want this, and I do not want this in my back yard. Just do what is right. Thank you for time.

Tommy Ellis

March 12, 2025

Ohio Power Siting Board 180 East Broad St. Columbus Oh 43215

ContactOPSB@puc.state.oh.us



Carnation Solar Case # 24-0881-EL-BGN

Dear OPSB:

I am sending you this letter as a resident living on Winter Road, in Amanda township, asking you to stand with the residents and our elected county officials in opposition of Carnation Solar's plan to destroy our beautiful township with solar panels.

I live less than one mile from the proposed project. My husband and have lived on this beautiful parcel of land (22 acres) since 1992. We have a local farmer who farms approximately 11 acres of the 22. Additionally several acres were placed in a conservation program several years ago and we have many trees and wild areas that provide wildlife habitat. As retired folk who enjoy the Peace and quiet of country living, we have several concerns.

Loss of valuable prime farmland; land that will never again be suitable for farming. One must realize that no one is "making more land"; we need to protect the land that grows our food, sustains our families and the wildlife we so enjoy.

2. Property values will decrease substantially. We are a retired couple and our home represents a significant asset to our future. We believe that our property rights as a landowner who chose to live in an area <u>zoned</u> as agricultural and rural needs to be protected. We pray that you Recognize the importance of this concern.

3. We enjoy the abundance of wildlife in our area. This project will gravely impact this. Loss of habitat, accidents caused by wildlife displacement..... the Detrimental effect would be substantial.

Collectively, our farming community feels that there are far better options for solar placement than raping valuable farmland. There are HUGE square-foot warehouses in nearby industrial areas that could accommodate solar panels. Our feeling is that option could be a win-win with the proper planning.

Thank you for your time. We respectfully ask that you DENY the Carnation Solar Plan.

Sincerely submitted,

Jeanie 👁 George Holdridge

George & Jeanie Holdridge 10890 Winter Rd SW Amanda, OH. 43102 (614) 403-7231 JeanOh269@Icloud.com

Cc: Commissioner Steven Davis Commissioner Jeff Fix Commissioner David Levacy Dear Ohio Power Siting Board,

If approved, the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) will bring significant benefits to Fairfield County.

First of all, the project supports and protects private property rights by allowing farmers and landowners to use their land for solar energy production.

Second, the project will create hundreds of local jobs. Construction will require over 500 jobs. Additionally, the project will create long-term operations and maintenance jobs, as well as more than 250 indirect jobs.

Third, the project will generate long-term revenue – paid for by the company rather than taxpayers – that will be an important boost to local services. It will generate nearly \$2 million annually in tax revenue, or \$80 million over its lifetime. This revenue will be directed towards essential public services, such as schools, police, and fire departments.

Given these benefits, I strongly support the Eastern Cottontail Solar Project, and strongly urge the OPSB to approve the project.

Thank you.

Sincerely,

Cheryl Logan clogan02@columbus.rr.com 7124 Pleasantville Rd NE Pleasantville, OH 43148

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

Members of the Ohio Power Siting Board,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) stands as a testament to the future of sustainable energy and economic prosperity in Fairfield County. This project will create over 500 construction jobs, providing immediate employment opportunities for our community, and ensuring long-term stability with additional operations and maintenance positions.

The financial impact of the project is equally important. By generating nearly \$2 million annually in tax revenue, the project will provide essential funding for schools, police, and fire departments. This steady stream of revenue is vital for maintaining and improving these critical public services.

Landowner rights are also a key consideration. The project will be built on private land, allowing farmers and landowners to benefit from their property through solar energy production.

I firmly believe in the value of the Eastern Cottontail Solar Project, and ask the OPSB to approve the project. It is an investment in the future of Fairfield County and the state of Ohio.

Thank you for your time and consideration.

Sincerely,

Wayne Marshall wayne.marshall1940@gmail.com 968 Zeller Circle Pickerington, OH 43147

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer To the Ohio Power Siting Board,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) presents a significant opportunity for Fairfield County.

The project will generate nearly \$2 million annually in tax revenue – totaling \$80 million over its lifetime – for essential public services, such as schools, police, and fire departments. It will also create hundreds of jobs. Without the project, our community would lose out on these vital opportunities.

The project also respects landowner rights by allowing farmers and landowners to utilize their land for solar energy production. This provides them with a steady income while promoting sustainable land use practices. Importantly, the land can be returned to agricultural use after the project's lifetime, preserving it for future generations.

I urge the OPSB to support and approve the Eastern Cottontail Solar Project.

Thank you for your consideration.

Sincerely,

Floyd Kirkland <u>fkirkland@att.net</u> 1050 Milford Drive Pickerington, OH 43147

CC:

Members of the Ohio Power Siting Board,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) will provide significant financial and environmental benefits to our community.

The project is expected to create over 500 construction jobs and additional long-term maintenance positions, with a focus on hiring locally. This job creation will invigorate the local economy and provide employment opportunities for Ohio residents.

Moreover, the project will have indirect economic benefits, such as local purchases of materials and supplies. This will further stimulate economic growth and support local businesses.

Supporting the Eastern Cottontail Solar Project is a step towards a brighter and more prosperous future for Fairfield County.

Thank you for your consideration,

John Muncie jmuncie@capcityelectric.com 90 Pump Station Rd Sugar Grove, OH 43155

CC:

I support the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This project is a prime example of how we can protect landowner rights while also generating clean, renewable energy.

The Eastern Cottontail Solar Project will be built on private land, allowing landowners to decide how best to use and profit from their property. This aligns with the principle that farmers and landowners should have the freedom to utilize their land in ways that benefit them and their communities.

Furthermore, the project will create substantial economic benefits, including \$80 million in long-term revenue for critical local services such as schools and emergency services. This financial support is vital for maintaining and improving the quality of life in Fairfield County.

Please support this important initiative.

Sincerely,

Shannon Miller shannonjo822@gmail.com 8097 Tributary Lane Reynoldsburg, OH 43068

CC:

Dear OPSB,

I am writing to express my support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This project is crucial for generating home-grown, American energy right here in Ohio, which will make our country less dependent on foreign energy and help reduce electricity costs.

Beyond the energy benefits, the project will also create more than 500 construction jobs and long-term operations and maintenance jobs. These opportunities for Ohio residents will provide a significant boost to our local economy. Additionally, the project will generate \$1.98 million in annual revenue for local schools, police, and fire departments, which is essential for the community's well-being.

Supporting the Eastern Cottontail Solar Project means supporting economic growth and energy independence in Ohio.

Best regards,

Bobbi Epley bobbi164382@outlook.com 11206 Huntington Way Pickerington, OH 43147

CC:

Dear Ohio Power Siting Board Members,

I support the Eastern Cottontail solar project and I encourage you to do so as well. This project will bring hundreds of construction jobs along with long-term jobs. Why wouldn't we want this?

This project also will bring new tax revenue that can be used to fund schools, county services, and more. This money will be a big help for Fairfield County.

I hope the Ohio Power Siting Board carefully considers all the benefits of this project and approves the Eastern Cottontail solar project (Case #24-0495-EL-BGN).

Best regards,

Jennifer Hawkey <u>icgalletta@gmail.com</u> 217 Fox Glen Dr E Pickerington, OH 43147

CC:

I am writing in support of the Eastern Cottontail solar project. Once this project is approved, it'll go into the construction phase where it is going to bring over 500 construction jobs to our local community, along with long-term positions in operations and maintenance, and an estimated 270 indirect jobs in related industries.

The mere nature of this project also exercises the principles of property rights, the rights of landowners, allowing them to make decisions that best suit their property. These sacred rights cannot be ignored.

For these reasons, I strongly encourage the Ohio Power Siting Board to approve the Eastern Cottontail solar project (Case #24-0495-EL-BGN).

Best regards,

Terry Smothers <u>terry975@yahoo.com</u> 1800 Fern Trail Dr Lancaster, OH 43130

CC:

I'm writing to voice my support for the Eastern Cottontail solar project. This project will bring money to the Fairfield County community, including \$80 million for schools, police, and fire departments – as well as significant indirect financial benefits to the area.

Reducing our dependence on importing energy is also another benefit that helps strengthen our energy security here in Ohio and across the country.

This project clearly benefits Fairfield County and all of Ohio. Please approve the Eastern Cottontail solar project (Case #24-0495-EL-BGN).

We need to go green. Sheep can graze. It's a win-win. Build the panels higher and you can farm under them.

Thanks,

Judy Horning judychorning@gmail.com 33811 North Ban rd Millersport, OH 53046

CC:

To the Ohio Power Siting Board,

I am writing to express my support for the Eastern Cottontail solar project. This project is set to create significant local employment opportunities, with over 500 construction jobs and numerous long-term positions in operations and maintenance. This initiative is vital for boosting our local economy and providing steady income to many families.

The project will generate \$80 million in long-term revenue for essential local services like schools, police, and fire departments. Such an influx of funds will ensure that our community's critical services remain robust and well-equipped to serve the public.

Additionally, the project will promote energy independence by generating clean, American energy here in Ohio. This will reduce our reliance on foreign energy sources, ensuring more stable and predictable energy costs. By investing in renewable energy, we are also going to reduce a significant amount of emissions.

Lastly, the preservation of farmland and agricultural heritage is another critical aspect of this project. If this land was used for anything else, such as apartments or warehouses, it would never be able to be returned to agriculture use. Solar gives us that flexibility.

The benefits of this project are clear to me. I urge you to approve Eastern Cottontail.

I support solar project over farms letting their land go to waste.

Best regards,

Cheryl Six <u>sis.xhwryl@gmail.com</u> 439 Purvis Ave Bremen, OH 43107

CC:

Ohio Power Siting Board,

I'm writing to show my support for the Eastern Cottontail solar project. This project will bring significant funding to our community, including \$80 million for schools, police, and fire departments. Plus, it will help local businesses by increasing purchases of materials and supplies.

Promoting energy independence is another big win. By making clean, American energy here in Ohio, we can cut down on foreign energy and lower electricity costs.

Please green light the Eastern Cottontail solar project (Case #24-0495-EL-BGN) for our community's economic and energy future.

Thanks,

Gabe Paal gabepaal@gmail.com 9834 Watkins Rd Etna, OH 43062

CC:

Dear Ohio Power Siting Board,

The Eastern Cottontail solar project has my support. This development will create over 500 construction jobs, with additional opportunities in operations, maintenance, and various local industries. By hiring workers from the area, this project will significantly bolster local employment.

The project will also help generate millions in new tax revenue that can be used all across Fairfield County. From schools to law enforcement and other services.

For these reasons, I urge the Ohio Power Siting Board to approve the Eastern Cottontail solar project (Case #24-0495-EL-BGN) for the benefit of our community and our future.

Sincerely,

Raymond Shonebarger raymondshonebarger@gmail.com 17406017262 131 W. Allen St., Apt.8 Lancaster, OH 43130

CC:

Eastern Cottontail is going to bring over 500 construction jobs to our local community, along with long-term positions in operations and maintenance, and an estimated 270 indirect jobs will be created in related industries.

This project also honors the rights of landowners, allowing them to make decisions that best suit their property and their needs.

Don't listen to the misinformation that opponents of this project are putting out there. Please support the Eastern Cottontail solar project (Case #24-0495-EL-BGN).

Solar is a way to create good jobs & have a cleaner air - a win / win for Ohio.

Best regards,

Laurel Hobden laurelstherapeuticoils@gmail.com 946 Joos Ave Columbus, OH 43229-5020

CC:

Dear Members of the Ohio Power Siting Board,

Please accept this letter of support for the Eastern Cottontail solar project. The project will create jobs, bring in more revenue to help fund schools and other local services, and help reduce dependence on importing energy from outside Ohio.

I urge the Ohio Power Siting Board to approve the Eastern Cottontail solar project (Case #24-0495-EL-BGN) for the benefit of our community and our future.

Sincerely,

Lisa Schwader <u>Ischwader8@gmail.com</u> 2830 Lancaster Thornville Rd NE Lancaster, OH 43130

CC:

Dear Ohio Power Siting Board Members,

I am writing in support of the Eastern Cottontail solar project. This project is slated to bring over 500 construction jobs to our community, along with other long-term positions such as operations and maintenance. There's also research showing over 250 indirect jobs in related industries will also be created.

This project also honors the rights of landowners, allowing them to make decisions that best suit their property. By participating in this solar project, farmers and landowners can generate clean energy and while preserving farmland and keeping it in their family.

Please approve the Eastern Cottontail solar project (Case #24-0495-EL-BGN).

Best regards,

June Griffith june.griffith12@gmail.com 817 Rutter Ave Lancaster, OH 43130

CC:

Dear Members of the Ohio Power Siting Board,

I'm reaching out to advocate for the Eastern Cottontail solar project. The project is estimated to create over 500 construction jobs, with additional opportunities in operations, maintenance, and various local industries.

Furthermore, this project respects and upholds the rights of landowners, allowing them to choose the best use for their land. Property rights are as American as apple pie.

By generating clean energy right here in Fairfield County, we'll be able to contribute to energy security and help make the grid more resilient.

For these reasons, I urge the Ohio Power Siting Board to approve the Eastern Cottontail solar project (Case #24-0495-EL-BGN) for the benefit of our community and our future.

With so many data centers and chip plants that require enormous amounts of energy, Ohio needs all the solar power it can get.

Sincerely,

P. L. Nicholson trishcallis@mac.com 3032 Highland Park Pickerington, OH 43147

CC:

Dear members of the Ohio Power Siting Board,

I believe in the Eastern Cottontail (Case #24-0495-EL-BGN) solar project and support it. This project promises to create more than 500 construction jobs and additional roles in operations and maintenance, greatly benefiting our workforce.

Additionally, the project helps preserve our agricultural heritage because the land used for solar energy can be easily reverted to agricultural use in the future, maintaining its quality and potential.

I urge the Ohio Power Siting Board to approve this vital project for the benefit of our community and beyond.

Sincerely,

Timothy Otoole <u>timotoole08@gmail.com</u> 124 Capital Court Lancaster, OH 43130

CC:

Dear members of the Ohio Power Siting Board,

This letter is to show my support for the Eastern Cottontail solar project (Case #24-0495-EL-BGN).

Other types of development would destroy farmland. Utility-scale solar does the opposite - it preserves it.

Eastern Cottontail will preserve our agricultural heritage by providing farmers with a reliable income stream while keeping the land usable. The land used for solar energy can be easily reverted to agricultural use in the future, maintaining its quality and potential.

I urge the Ohio Power Siting Board to approve this vital project for the benefit of our community and our state.

Sincerely,

Sharon Lee <u>slleept@att.net</u> 2561 Sitterly Road Canal Winchester, OH 43110

CC:

To the Ohio Power Siting Board,

I am writing to express my support for the Eastern Cottontail solar project. This project is going to create local employment opportunities, with over 500 construction jobs and numerous long-term positions. This alone will boost our local economy and provide steady income to many families.

The project will generate \$80 million in long-term revenue for essential local services like schools, police, and fire departments. Such an influx of new revenue will ensure that our community's critical services remain robust and well-equipped to serve the public.

In recent news, utility-scale solar projects have been highlighted for their potential to transform local economies. For instance, a similar project in another state has led to substantial economic benefits and has been well-received by the community. This precedent underscores the positive impact that Eastern Cottontail can have on our community.

Additionally, the project will promote energy independence by generating clean, American energy here in Ohio. This will reduce our reliance on foreign energy sources, ensuring more stable and predictable energy costs – and ultimately promoting energy security.

Lastly, the preservation of farmland and agricultural heritage is another critical aspect of this project. It provides farmers with a steady income while maintaining the potential for the land to revert to its original use in the future. This dual benefit ensures that our agricultural legacy remains intact while also supporting the energy transition.

For all of these reasons, I strongly urge the Ohio Power Siting Board to approve the Eastern Cottontail solar project. The many benefits it brings to our community, economy, and environment makes it a crucial initiative for our future.

We at the "Andrew" home in Lancaster Ohio support this Solar project 100% I already bought \$40,895 @27 panels in total back in 2020 and I love them and the cleaner energy I've saved already is admirable for sure. Saved thousands of lbs of carbon dioxide immersion into the ozone layers and saved hundreds of trees!! Yay for this project to continue the saving of our world and atmosphere!

Best regards,

Kendra Andrew kktaylor1986@gmail.com 603 E 6th Ave Lancaster, OH 43130-2601

Dear Ohio Power Siting Board Members,

I am writing in support of the Eastern Cottontail solar project. This project is estimated to bring over 500 construction jobs to our local community, along with long-term positions in operations and maintenance, and an estimated 270 indirect jobs in related industries.

This project also honors the principle of property rights, which allows landowners to make decisions that best suit their families needs. It's a win-win when we can generate clean energy and secure economic benefits for our community.

For these reasons, I strongly encourage the Ohio Power Siting Board to approve the Eastern Cottontail solar project (Case #24-0495-EL-BGN).

Best regards,

Erick Bellomy erickbellomy@gmail.com 6846A Winchester Southern Rd Stoutsville, OH 43154

CC:

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is an essential development for Fairfield County and Ohio. By investing in renewable energy, our community can achieve economic growth and environmental sustainability.

The project will generate clean, home-grown energy, reducing Ohio's reliance on imported energy and contributing to a more stable energy future for our state. This energy independence is vital for ensuring a secure and sustainable energy supply.

In addition to promoting energy independence, the project will create over 500 construction jobs and long-term positions, providing stable employment opportunities for local residents. This job creation is crucial for supporting families and stimulating economic growth in Fairfield County.

The project will also generate \$220 million in economic output and \$2 million in long-term revenue for local services. This funding is essential for maintaining and improving the quality of life in our region.

Furthermore, the Eastern Cottontail Solar Project supports local landowners by offering them financial security and the freedom to utilize their land as they see fit. This respect for landowner rights aligns with our community's values and ensures that the project benefits local residents.

I am a firm supporter of the Eastern Cottontail Solar Project and urge the Ohio Power Siting Board to approve it. This project is a vital investment in our community's future, offering economic, environmental, and social benefits.

Thank you for your consideration,

Theo Lloyd theo43147@aol.com 1171 Cambridge Way Pickerington, OH 43147

CC:

Dear Ohio Power Siting Board,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is a valuable opportunity to advance our Oh economic growth and environmental sustainability.

By generating clean, renewable energy, the project will contribute to reducing Ohio's reliance on imported energy and lowering electricity costs for residents. This energy independence is crucial for maintaining a stable and secure energy supply in our state.

In addition to promoting energy independence, the project will create over 500 construction jobs and long-term positions, providing stable employment opportunities for local residents. This job creation is essential for supporting families and stimulating economic growth in Fairfield County.

The project will also generate \$2 million in long-term revenue for schools, police, and other critical services, ensuring that Fairfield County can continue to offer high-quality services to its community members. This funding is vital for maintaining and improving the quality of life in our region.

Furthermore, the project supports local landowners by offering them financial security and the freedom to utilize their land as they see fit. This respect for landowner rights aligns with our community's values and ensures that the project benefits local residents.

I strongly support the Eastern Cottontail Solar Project and encourage the Ohio Power Siting Board to approve it. This project is a crucial step toward a sustainable and prosperous future for Fairfield County and Ohio.

Sincerely,

Kathryn Hatfield <u>k8hatfield@gmail.com</u> 900 Fresno Street Pickerington, OH 43147

CC:

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) represents a significant opportunity for Fairfield County and Ohio to advance economically and environmentally.

The project will generate clean, home-grown energy, reducing Ohio's reliance on imported energy and contributing to a more stable energy future for our state. This energy independence is crucial for ensuring a secure and sustainable energy supply.

The project will create over 500 construction jobs as well as long-term positions, providing stable employment opportunities for local residents. This job creation is essential for supporting families and stimulating economic growth in Ohio.

The project will also generate \$220 million in economic output and \$2 million annually in long-term revenue for local services. This funding is vital for maintaining and improving the quality of life in our region.

The project also supports local landowners and farmers by offering them financial security and the freedom to utilize their land as they see fit – including harvesting the sun. This respect for landowner rights aligns with our community's values and ensures that the project benefits local residents.

I am a firm supporter of the Eastern Cottontail Solar Project and urge the Ohio Power Siting Board to approve it.

Oil and coal are not infinite.

Thank you for your consideration,

Charles Capito kingcapito@icloud.com 70 Marie Ave Pickerington, OH 43147

CC:

Dear OPSB,

As Fairfield County grows, it is crucial to invest in projects that support our community's economic and environmental needs. The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) offers a valuable solution to meet these needs and ensure a prosperous future for our region.

By generating clean, renewable energy, the project will contribute to reducing Ohio's reliance on imported energy and lowering electricity costs for residents. This energy independence is vital for maintaining a stable and secure energy supply in our state.

The project will also create over 500 construction jobs and long-term positions, providing stable employment opportunities for local residents. This job creation is essential for supporting families and stimulating economic growth in Fairfield County.

Additionally, the Eastern Cottontail Solar Project will generate \$2 million in long-term revenue for schools, police, and other critical services, ensuring that Fairfield County can continue to offer high-quality services to its community members. This funding is crucial for maintaining and improving the quality of life in our region.

Furthermore, the project supports local landowners by offering them financial security and the freedom to utilize their land as they see fit. This respect for landowner rights aligns with our community's values and ensures that the project benefits local residents.

I wholeheartedly support the Eastern Cottontail Solar Project and encourage the Ohio Power Siting Board to approve it. This project is essential for achieving a sustainable and prosperous future for Fairfield County and Ohio.

Best regards,

Mary A Mathias mam092804@gmail.com 411 North Cherry Street Lancaster, OH 43130

Members of the Ohio Power Siting Board,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) offers a significant opportunity to strengthen Fairfield County and Ohio through sustainable energy practices. This project promises numerous benefits that will enhance our community's economic growth and environmental resilience.

By investing in renewable energy, our community and state can come closer to energy independence and reduce our reliance on foreign energy sources. The Eastern Cottontail Solar Project will generate clean, home-grown energy, contributing to a more stable and secure energy future for Ohio.

The project will also create over 500 construction jobs as well as long-term positions. This job creation is crucial for supporting families and stimulating economic growth in Fairfield County.

Additionally, the project will generate \$220 million in economic output and \$2 million in long-term revenue for local services. This funding is essential for maintaining and improving the quality of life in our region.

Furthermore, the project supports local landowners by offering them financial security and the freedom to utilize their land as they see fit. This respect for landowner rights aligns with our community's values and ensures that the project benefits local residents.

I strongly support the Eastern Cottontail Solar Project and encourage the Ohio Power Siting Board to approve it. This project is a crucial step toward a sustainable and prosperous future for Fairfield County and Ohio.

Sincerely,

Johnothan Layne s214111@gmail.com 750 Fairview Dr. Lancaster, OH 43130

CC:

To the Ohio Power Siting Board,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) offers a valuable opportunity to advance Fairfield County's and Ohio's community's economic growth and environmental sustainability.

By generating clean, renewable energy, the project will contribute to reducing Ohio's reliance on imported energy and lowering electricity costs for residents. This energy independence is crucial for maintaining a stable and secure energy supply in our state.

In addition to promoting energy independence, the project will create over 500 construction jobs and long-term positions, providing stable employment opportunities for local residents. This job creation is essential for supporting families and stimulating economic growth in Fairfield County.

The project also generates \$2 million in long-term revenue for schools, police, and other critical services, ensuring that Fairfield County can continue to offer high-quality services to its community members. This funding is vital for maintaining and improving the quality of life in our region.

Moreover, the Eastern Cottontail Solar Project respects landowner rights, allowing farmers and landowners to use their property as they see fit. This respect for individual choice aligns with our community's values and ensures that the project benefits local residents.

I support the Eastern Cottontail Solar Project and urge the Ohio Power Siting Board to approve it. This project is a vital investment in our community's future, offering economic, environmental, and social benefits.

Thank you for your consideration,

Penny May maypenny73@hotmail.com 611 Hoffman Drive Lancaster, OH 43130

CC:

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) represents a crucial step toward a sustainable energy future for Fairfield County and Ohio. This project offers numerous benefits that will strengthen our community and promote environmental stewardship.

Utility-scale solar projects like Eastern Cottontail will play an increasingly vital role in meeting our state's energy needs. By generating clean, renewable energy, the project will contribute to reducing Ohio's reliance on imported energy and will help lower electricity costs for residents.

Additionally, the project will create over 500 construction jobs and long-term positions, providing stable employment opportunities for local residents. This job creation is essential for supporting families and stimulating economic growth in Fairfield County and the area.

The project will also generate \$2 million annually in long-term revenue for schools, police, and other critical services, ensuring that Fairfield County can continue to provide high-quality services to its community members.

I am a strong supporter of the Eastern Cottontail Solar Project and urge the Ohio Power Siting Board to approve it. This project is essential for promoting a sustainable and prosperous future for Fairfield County and Ohio.

Sincerely,

Peggy Sollberger peglegs1108@gmail.com 106 N. Eastwood Ave Lancaster, OH 43130

CC:

Members of the Ohio Power Siting Board,

Fairfield County has a rich agricultural heritage that must be preserved as we embrace modern energy solutions. The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) offers a unique opportunity to support our local farmers while contributing to Ohio's renewable energy goals.

This project will provide farmers with a secure, steady income, allowing them to keep their land within their families for generations to come. By offering \$80 million in payments to landowners over the life of the project, the Eastern Cottontail Solar Project supports the financial stability of our local agricultural community.

The project also prioritizes preserving farmland and agricultural heritage. Land used for solar energy can be returned to agricultural use with improved soil quality if landowners choose to do so in the future. This commitment to land restoration ensures that the Eastern Cottontail Solar Project serves as a beneficial placeholder for future agricultural uses.

Furthermore, the project's environmental benefits align with Ohio's commitment to sustainability. By reducing carbon emissions and creating dual-use scenarios such as habitats for pollinators, the project will enhance local biodiversity and support sustainable agricultural practices.

I strongly support the Eastern Cottontail Solar Project and encourage the Ohio Power Siting Board to approve it. This project is a vital investment in preserving our agricultural heritage while advancing Ohio's renewable energy future.

Thank you for your consideration,

Derek Villaloboz villaloboz@ohiohills.com 6745 Castlewood Dr Carrol, OH 43112

CC:

Dear Ohio Power Siting Board,

As a landowner of several hundred acres of farm land in Fairfield County, I fully support the idea of developing local solar projects. I acknowledge that as someone living on a family farm this point of view might contradict some of what other neighbors and residents are voicing. My point of view is anchored in the simple concept of "my land, my choice". If my wife and I decided that for us the long-term economic decision was to lease our land for \$1500 per acre per year for solar use, versus \$175 for agriculture, that should be our choice.

I have had the opportunity to see large scale solar and wind projects here in Ohio and I don't see them as a destructive force. When a person flys over our state, it is easy to see solar farms in the western counties, but in the totality of the land, the solar farms occupy far less land than people think. To keep it in perspective, take a 30k foot view of the corridor from Marysville down 33 to Lancaster. There are far more subdivisions, warehouses, and retail centers than all solar in Ohio.

Please do not restrict the rights of landowners to do what is right for their families, and what is right from the perspective of green energy."

Sincerely,

Mark Mollenkopf markmollenkopf@gmail.com 3825 Richland Rd NE Pleasantville, OH 43148

CC:

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) promises significant benefits for Fairfield County and Ohio.

Economic output from the project will benefit local businesses and stimulate the economy. The \$80 million it will provide to landowners over its lifetime ensures that they have the financial security to preserve their land for future generations. Additionally, the project will create over 500 construction jobs as well as long-term positions.

By reducing carbon emissions, the project will contribute to a cleaner, healthier environment for Ohio residents. The dual-use scenarios incorporated into the project, such as creating habitats for pollinators, further enhance local biodiversity and support agricultural practices.

This project represents a significant step toward a more sustainable and prosperous future for our community and state. I ask the Ohio Power Siting Board to approve this project – it is too important of an opportunity to waste.

Thank you for your consideration,

Raul Zamora razamo01@yahoo.com 4720 Refugee Rd NW Baltimore, OH 43105

CC:

Dear OPSB,

Fairfield County stands at the forefront of economic and environmental progress with the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This project presents a unique opportunity to advance our community's prosperity while contributing to Ohio's clean energy goals.

The economic benefits of the Eastern Cottontail Solar Project are substantial. With \$220 million in economic output and \$2 million in annual revenue for schools, police, and other essential services, the project is a major investment in our community's future. It will also create over 500 construction jobs, providing employment for local residents.

The environmental benefits of the project are equally important. By reducing carbon emissions and incorporating dual-use scenarios, the project contributes to a cleaner, healthier environment for Ohio residents. This commitment to sustainability is crucial for ensuring a brighter future for Fairfield County and Ohio.

I am a strong supporter of the Eastern Cottontail Solar Project and urge the Ohio Power Siting Board to approve it. This project represents a significant step toward a more sustainable and prosperous future for our community and state.

Sincerely,

Judith Stella <u>ilstella.7@gmail.com</u> 25 Delaware S st #2 Lithopolis, OH 43136

CC:

Members of the Ohio Power Siting Board,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is a transformative project that will deliver significant benefits for Fairfield County and Ohio. By investing in renewable energy, we are making a positive decision for our community's future prosperity and environmental sustainability.

The project will generate \$220 million in economic output, benefiting local businesses and stimulating our economy. The \$80 million it will provide to landowners over its lifetime ensures that they have the financial security to preserve their land for future generations. Additionally, the project will create over 500 construction jobs and long-term positions, providing stable employment for Ohioans.

Moreover, the project supports landowner rights, allowing them to use their property as they see fit. This respect for individual choice is a cornerstone of Ohio's values and ensures that the project aligns with local interests.

The project's environmental benefits are also significant. By reducing carbon emissions, it contributes to a cleaner, healthier environment. The dual-use scenarios incorporated into the project, such as creating habitats for pollinators, further enhance local biodiversity and support agricultural practices.

I am a firm supporter of the Eastern Cottontail Solar Project and urge you to approve it for the benefit of Fairfield County and the State of Ohio. This project represents a significant step toward a more sustainable and prosperous future for our community and state.

Thank you for your consideration,

Damien Coakley tecoakley@gmail.com 6975 Pleasantview Rd. SE Lancaster, OH 43130

CC:

Fairfield County and Ohio are poised to benefit immensely from embracing renewable energy projects like the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This initiative presents a pivotal opportunity for our community to advance economically and environmentally.

By reducing carbon emissions and generating clean energy, the project aligns with Ohio's goals for sustainability and energy independence. It also addresses the need for energy diversification, especially as coal generation is being phased out more rapidly than newer forms of energy are commissioned.

The Eastern Cottontail Solar Project will generate home-grown energy, reducing our reliance on imported energy and lowering electricity costs for Ohio residents. This energy independence is critical for maintaining a stable and secure energy supply in our state.

Furthermore, the project will create over 500 construction jobs and numerous long-term positions, providing stable employment for our residents. The \$2 million in revenue it will generate for local schools, police, and other services is vital for ensuring that Fairfield County can continue to offer high-quality services to its community members.

I support the Eastern Cottontail Solar Project and believe it is a necessary step toward a prosperous future for Fairfield County and Ohio. I urge the Ohio Power Siting Board to approve this project.

Best regards,

Eduard Dedousis reignthepain@yahoo.com 164 Thrush Circle Pickerington, OH 43147

CC:

Dear OPSB,

The economic landscape of Fairfield County and the State of Ohio stands to gain significantly from the implementation of projects like the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). By investing in utility-scale solar, our state will not only supports sustainable practices but will enhance its economic resilience.

This solar project will inject \$220 million in economic output, benefiting both the local and state economies. Additionally, it will provide more than \$80 million to landowners over its lifetime, creating a ripple effect that will touch various sectors in our region. The project's contribution to generating \$2 million in long-term revenue for schools and critical services ensures that Fairfield County can continue to provide high-quality education and essential services to its residents.

The Eastern Cottontail Solar Project will also bolster job creation in Fairfield County. Over 500 construction jobs will be created, as well as additional long-term operations and maintenance jobs. This will provide much-needed employment opportunities for local residents, and will stimulate the local economy.

Supporting this project means investing in the future prosperity of Fairfield County and Ohio as a whole. The Eastern Cottontail Solar Project stands as a testament to our commitment to clean energy, economic growth, and community development.

I support the project and encourage the Ohio Power Siting Board to approve it for the benefit of Fairfield County and the entire state.

Sincerely,

Mani Paudel paudelmr2000@gmail.com 209 Partridge CT Pickerington, OH 43147

CC:

Dear OPSB,

I am writing to express my support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This project is a significant opportunity for Fairfield County to embrace clean, renewable energy and stimulate economic growth.

The Eastern Cottontail Solar Project will generate clean energy right here in Ohio, reducing our reliance on foreign energy sources and contributing to energy independence. This project is an essential step towards a more sustainable and secure energy future for our state.

The economic benefits of this project are also significant. It will create more than 500 construction jobs, as well as long-term jobs. Moreover, the project will generate \$220 million in economic output, stimulating local businesses and boosting the economy.

I strongly support the Eastern Cottontail Solar Project and urge you to approve it for the benefit of Fairfield County and Ohio.

Best regards,

Kimberly Love kimberly.love@att.net 7325 Arborlee Drive Reynoldsburg, OH 43068

CC:

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is an important development for Fairfield County and Ohio. I am writing to express my strong support for this project, which will bring numerous benefits to our community and environment.

The project will generate substantial revenue for local services. Schools, police, and other critical services will benefit from the \$2 million in long-term revenue that the project will provide. This funding is essential for maintaining and improving the quality of life in Fairfield County.

The project also upholds the principle of private property rights by allowing landowners and farmers to use their land as they choose. In this case, by generating clean energy.

Overall, the Eastern Cottontail Solar Project represents a major investment in the present and future.

Thank you,

Neil Jarvis neilkjarvis@yahoo.com 317 Rolling Acre Drive Lithopolis, OH 43136

CC:

OPSB,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is a fantastic opportunity for Fairfield County and Ohio. I am writing to express my enthusiastic support for this project, which will bring numerous benefits to our community and environment.

One of the most significant advantages of the project is its potential to create over 500 construction jobs and long-term employment opportunities for local residents. This will help boost our local economy and provide stable income for many families in our area.

In addition to job creation, the project will generate substantial revenue for local services. Schools, police, and other critical services will benefit from the \$2 million in long-term revenue that the project will provide. This funding is essential for maintaining and improving the quality of life in Fairfield County.

The project also supports landowners by allowing them to decide how best to use their private property. It offers them a steady income and ensures that the land can be preserved for future agricultural use, which is vital for our community's agricultural heritage.

Overall, the Eastern Cottontail Solar Project is a vital investment in our community's future, offering economic, environmental, and social benefits. I strongly urge you to approve this project for the benefit of Fairfield County and Ohio.

Sincerely,

Bernadine Heft heftbernadine@yahoo.com 135 Arney Avenue Lancaster, OH 43130

CC:

Members of the Ohio Power Siting Board,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) represents an opportunity for Fairfield County and Ohio. I am writing to express my strong support for this project, which offers a range of benefits to our community and environment.

One of the most significant advantages of the project is its potential to create over 500 construction jobs and long-term employment opportunities for local residents. This will help boost our local economy and provide stable income for many families in our area.

In addition to job creation, the project will generate substantial revenue for local services. Schools, police, and other critical services will benefit from the \$2 million in long-term revenue that the project will provide. This funding is essential for maintaining and improving the quality of life in Fairfield County.

The project also supports landowners by allowing them to decide how best to use their private property. It offers them a steady income and ensures that the land can be preserved for future agricultural use.

This utility-scale solar project is a vital investment in the future of Fairfield County and the State of Ohio as a whole, offering economic, environmental, and social benefits.

Thank you,

Jorden Tapia <u>tapiajorden@gmail.com</u> 2764 Hopewell Dr Lancaster, OH 43130

CC:

Dear OPSB,

I am writing to express my support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This project presents a significant opportunity for Fairfield County to embrace clean, renewable energy and boost the economy.

The Eastern Cottontail Solar Project will generate clean energy right here in Ohio, reducing our reliance on foreign energy sources and contributing to energy independence. It will be an important step towards a more sustainable and secure energy future for our state.

The project will also bring substantial economic advantages to our community. It will create over 500 construction jobs and numerous long-term positions, providing stable employment opportunities for local residents. Moreover, the project will generate \$220 million in economic output, stimulating local businesses and providing long-term revenue for schools and critical services.

The project also respects landowner rights, allowing farmers and landowners to use their property as they see fit. This respect for individual choice is an essential aspect of the project and ensures that it aligns with the values of our community.

I strongly support the Eastern Cottontail Solar Project and urge you to approve it for the benefit of Fairfield County and Ohio.

Best regards,

Carol Blades bunnyisadog@aol.com 7840 Oakland Hills Ct Pickerington, OH 43147

CC:

To whom it may concern,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is a crucial utility-scale solar development for Fairfield County and Ohio. I am writing to express my strong support for this project, which will bring numerous benefits to our community and environment.

One of the most significant advantages of the project is its potential to create over 500 construction jobs and long-term employment opportunities for local residents. This will help boost our local economy and provide stable income for many families in our area.

In addition to job creation, the project will generate substantial revenue for local services. Schools, police, and other critical services will benefit from the \$2 million in long-term revenue that the project will provide.

The project also supports landowners by allowing them to decide how best to use their private property. It offers them a steady income and ensures that the land can be preserved for future agricultural use, which is vital for our community's agricultural heritage.

The Eastern Cottontail Solar Project is a vital investment in our community's future, offering economic, environmental, and social benefits – and I strongly urge its approval.

Sincerely,

Christopher Moyer moyerchristopher@yahoo.com 224 Seneca Dr Lancaster, Oh, 43130

CC:

OPSB,

I LOVE my solar panels! I have power without interruption and any excess they produce, I can sell to my neighbors to fill Their energy needs. Europe is sunbathed in this power from the sun and soon, we might even have nuclear fusion inspired by the sun! Solar is so quiet, beautiful and peaceful. I love seeing the cows, horses and other animals in our Fairfields. Fields dotted with sheep, alpacas, and our heritage recalled with our cows and horses are the natural partners to solar power generation.

I want to ask my neighbors if they want to live next to coal, oil and trash burning plants or nuclear power plants? These rip holes in the very fabric of our lives with toxic by products we have to trust won't be dumped on our land, waterways orschools. We can't trust those robber barong with far more wealth and power than those of Gilded Age. We still suffer from their excess. What world will we make by adding more massive waste and toxic by products.

Of course the production of the panels requires mined chemicals (I can't stop laughing when I see groups of folks spooked by a piece of glass and cuddling up with those carrying on the legacies of smog and toxic waste quietly buried like time bombs leaking into our food and drinking water. I have to ask them, why would President Trump be so adamant that we need Greenland if a) climate change weren't real, how is it possible that they have been frozen up there this long but now we see extinct animals frozen since they died 10,000 years ago? And b) if solar and other sources of new energy had no value for our future, why is President Trump dying to access the rare earth minerals that had no value until new energy sources and storage became a national security goal?

Fighting these inventions and changing world energy production certainly isn't on Donald Trump's mind if he's willing to risk our international standing over Greenland. He seems to believe that oil and gas are out and he only demanded we ""drill, baby drill"" because he knew that sounded good to people who would give him power. As he plans to hold the power of the presidency, he's talking about new and green energy. He is intent on grabbing the resources we will need to make oil and coal go the way of the dodo bird. It makes no sense for the people who came out to vote for him to fight against the obvious priority of his upcoming presidency. How can you claim to follow him if he's not going the same direction he is going?

Greenland is worthless if Trump really believes oil, gas and coal are the future. And the leases put before the industrial might of American corporate profits in mind two or three weeks ago only drew one bid which was withdrawn later. Nobody but the powerful people in small-town America like ours, has any interest in drilling for more oil. Particularly since American refineries can't currently process that oil we would spend so much money and despoil that wilderness in countless ways that is far more damaging than setting solar panels to soak up the free, life-giving power of the sun.

Frankly, Jesus Christ never used a single thing made of petroleum. The power he used to light his nights were the natural power of the sun; squeezed from the solar powerhouse called olives. Of course I want all of my neighbors to come out into the night, watch the sun rise over the panels that don't destroy soil or waterways.

There will soon be a plant built to do the same jobs that the Union Carbide plant in Mumbai, India, did on the West Virginian side of the Ohio River. This new petroleum ""cracker"" plant will use toxic materials that could destroy thousands of fields of farmland with a single accidental release like the Mumbai Union Carbide plant did to burst rotted dinosaur bodily fluids and making even more extraordinarily toxic chemicals that's going to be durnped somewhere.

In the 1980s, they dumped it in far away places like India. Do you remember the images of the people of India running for their lives when the plant plunked down in their ancestral homes had an ""industrial accident. They did so by killing thousands within 200 miles of that Union Carbide plant.

And yet, despite Donald Trump's clear intent to secure America's ability to make solar and wind power for America, despite the toxins that can't be broken down into safe chemicals to dispose, toxic dumps in Ohio, along our beautiful waters from which the word Ohio got its name, despite the clear advantage homes with solar panels have during Ohio's snow, rain, sleet and hail (yep, that storm that cost millions to rebuild or replace damaged roofs all over the county damaged every house around my home, but my 2-month-old solar panels didn't even have any dents from the large hailstorm I watched from my bedroom window, fearing the mess and expense of repairing or replacing my panels, found every panel, quietly plugging away at generating power and no interruption of service other than the reduction of sunshine by those enormous menacing clouds.

Please join me in stepping out and embracing a technology that has been perfected over the decades since the 60s. It is not anywhere near the danger of any of the polluting factories that will land along our river as their owners become too rich to hear Ohioans demand they run these factories better than they did in India.

Thank you,

Sharienne Weidner sharienne@duck.com 5481 Election House Road Carroll, OH 43112

Members of the Ohio Power Siting Board,

I support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This project represents a significant step forward in promoting energy independence and sustainability in Ohio.

The project will generate clean, renewable energy right here in Ohio, reducing our dependence on foreign energy sources and lowering electricity costs for local residents. This project is an essential part of ensuring our energy security and promoting a more sustainable future for our state.

The project will also have a positive impact on our local economy. It will create over 500 construction jobs and long-term positions, providing employment opportunities for Ohioans. Furthermore, the project will generate \$2 million in long-term revenue for schools and other critical services, helping to improve the quality of life in our community.

The project also respects the rights of landowners, allowing them to use their land as they see fit. This respect for individual choice is a crucial aspect of the project and ensures that it aligns with the values of our community.

I urge you to approve the project for the benefit of Fairfield County and Ohio.

Sincerely,

Brian Cottrill briancottrill@yahoo.com 1457 E Wheeling St Lancaster, OH 43130

CC:

I am writing in support of the Eastern Cottontail Solar project (Case #24-0495-EL-BGN) because of the significant economic and energy production benefits it represents for Fairfield County and the State of Ohio as a whole.

Eastern Cottontail will create hundreds of jobs for local residents, including more than 500 construction jobs and long-term operations and maintenance jobs. The project will also directly benefit critical local services that residents of Fairfield County depend on every day. In fact, it will generate \$1.98 million in annual tax revenue for schools, police departments, and other services for Ohioans.

This project will also generate home-grown, clean, American energy right here in Ohio – making our country less dependent on foreign energy while also reducing electricity costs for Ohioans.

Finally, the success of Eastern Cottontail Solar reinforces a critical American right of significant value in Ohio—property rights. Ohioans should be allowed to exercise their right to do what they please with their private land!

I ask that you support the Eastern Cottontail Solar project. It's important for our kids and our community, as well as for the future of Fairfield County, the State of Ohio, and our Nation!

Sincerely,

Allen Turnbull 4495 Canal Road NE Pleasantville, OH 43148 turnbullallen@gmail.com

CC:

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I'd rather have a solar farm than a coal plant. Let landowners rights prevail.

Sincerely,

Mark Allen 8052 Lake Rd NE Millersport, OH 43046 walstib77@gmail.com

CC:

I am writing in support of the Eastern Cottontail Solar project (Case #24-0495-EL-BGN) because of the significant economic and energy production benefits it represents for Fairfield County and the State of Ohio as a whole.

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Sincerely,

Nancy Joseph 13569 Reid Rd Jeffersonville, OH 43128-9510 nancyjoseph491@gmail.com

CC:

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Sincerely,

Tad Moyer 2330 Mount Zwingli Rd SE Bremen, OH 43107 tadmoyer@gmail.com

CC:

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Sincerely,

Justin Large 9420 heigle rd sw Stoutsville, OH 43154 largejur@yahoo.com

CC:

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Land owners have the right to sell their land to whoever they want! Solar is great for our economy!

Sincerely,

Monty Nugen 2456 W Fair Ave Lancaster, OH 43130 monty.nugen@gmail.com

CC:

I am writing in support of the Eastern Cottontail Solar project (Case #24-0495-EL-BGN) because of the significant economic and energy production benefits it represents for Fairfield County and the State of Ohio as a whole.

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YES! I am in support of Solar power. We have solar panels on our house and I believe it is one of the best ways to create electricity, that and wind power. Why would we not use a free, non-consuming resource? As far as an argument against using farm land-it's for sale because no one else is using it for farm land. I would much rather solar or wind instead of a subdivision or industrial complex!

Sincerely,

Jean Comer 304 Lakeview Drive NE Lancaster, OH 43130 missuzjrc@gmail.com

I am writing in support of the Eastern Cottontail Solar project (Case #24-0495-EL-BGN) because of the significant economic and energy production benefits it represents for Fairfield County and the State of Ohio as a whole.

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Sincerely,

Nicolette Wears 1920 pump station rd Sugar grove, OH 43155 nicolettew68@gmail.com

CC:

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Sincerely,

Kent Smurr 848 Lincoln Ave Lancaster, OH 43130 kentsmurr15@gmail.com

CC:

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Sincerely,

Barbara Lafferty 11810 Elder Ln Lithopolis, OH 43136 barbaralafferty26@yahoo.com

CC:

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Go for it !! Better than a distribution center.

Sincerely,

David Conley 2895 Fairfield Union Rd Ne Lancaster, OH 43130 dconley@columbus.rr.com

I am writing in support of the Eastern Cottontail Solar project (Case #24-0495-EL-BGN) because of the significant economic and energy production benefits it represents for Fairfield County and the State of Ohio as a whole.

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I know this will take someone's farmland away so I hope they will be handsomely compensated for the sacrifice they and their families will be making. If we don't start doing as much as we can to transfer off of carbon based energy, we won't be able to farm it any way.

Sincerely,

Anthony Fortkamp 3136 Wheeling Rd. NE Lancaster, OH 43130 tonyfortkamp@carletonrealty.com

CC:

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Sincerely,

Greg White 7588 Torrey Pines Court Pickerington, OH 43147 gpw43147@gmail.com

CC:

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Sincerely,

Jerri Love 312 Wheat St Lancaster, OH 43130 countrylove2001@gmail.com

CC:

I am writing in support of the Eastern Cottontail Solar project (Case #24-0495-EL-BGN) because of the significant economic and energy production benefits it represents for Fairfield County and the State of Ohio as a whole.

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Sincerely,

Harry McCoy 737 Cherokee Dr Lancaster, OH 43130 mcc2321@yahoo.com

CC:

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Sincerely,

Starlette Muckensturm 1495 Longwood Dr. Lancaster, OH 43130 sdsm@earthlink.net

CC:

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I ask that you support the Eastern Cottontail Solar project. It's important for our kids and our community, as well as for the future of Fairfield County, the State of Ohio, and our Nation!

Renewable energy is going to save our children from the worst climate change outcomes. I write to you not only for me but for my kids who will inherit this world

Sincerely,

Lara Flaute 4330 Carroll Eastern Rd Carroll, OH 43112 larambflaute@gmail.com

CC:

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Sincerely,

Sarah Graves 3628 Rosslare Harbour Dr Pickerington, OH 43147 sarahgravesphd@gmail.com

CC:

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I ask that you support the Eastern Cottontail Solar project. It's important for our kids and our community, as well as for the future of Fairfield County, the State of Ohio, and our Nation!

Those who complain about losing farmland to solar completely ignore the fact that thousands of acres of land are turned under for housing. Solar will help us return to a better climate, although it will take time.

Sincerely,

Edward Thomas 6263 Lowridge Dr Apt 204 Canal Wnchstr, OH 43110 oakwooded@gmail.com

CC:

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Sincerely,

Melanie Fridley 6980 Pin Oak Dr Pickerington, OH 43147-9147 cornjuicerupp@gmail.com

CC:

I am writing in support of the Eastern Cottontail Solar project (Case #24-0495-EL-BGN) because of the significant economic and energy production benefits it represents for Fairfield County and the State of Ohio as a whole.

Eastern Cottontail will create hundreds of jobs for local residents, including more than 500 construction jobs and long-term operations and maintenance jobs. The project will also directly benefit critical local services that residents of Fairfield County depend on every day. In fact, it will generate \$1.98 million in annual tax revenue for schools, police departments, and other services for Ohioans.

This project will also generate home-grown, clean, American energy right here in Ohio – making our country less dependent on foreign energy while also reducing electricity costs for Ohioans.

Finally, the success of Eastern Cottontail Solar reinforces a critical American right of significant value in Ohio—property rights. Ohioans should be allowed to exercise their right to do what they please with their private land!

I ask that you support the Eastern Cottontail Solar project. It's important for our kids and our community, as well as for the future of Fairfield County, the State of Ohio, and our Nation!

I love new technology that produces jobs.

Sincerely,

Scott Birkmeier 500 Washington Ave Lancaster, OH 43130 sbirkmeier60@gmail.com

CC:

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Sincerely,

Susan Anderson 7914 Bope Rd NE RUSHVILLE, OH 43150 susanmstout@yahoo.com

CC:

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Sincerely,

Walter Destocki 4725 Sheets Rd. Lancaster, OH 43130 wdestock@columbus.rr.com

CC:

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Sincerely,

Kelly Davis 1007 Garfield ave Lancaster, OH 43130 kd4272@yahoo.com

CC:

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Sincerely,

James Stallcup 1379 Epworth Forest Dr. Lancaster, OH 43130 stallcup51@gmail.com

CC:

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Sincerely,

Heather Dimon 416 Overlook Dr. NE Lancaster, OH 43130 dimonhd@hotmail.com

CC:

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I ask that you support the Eastern Cottontail Solar project. It's important for our kids and our community, as well as for the future of Fairfield County, the State of Ohio, and our Nation!

We need to increase the speed of our transition to clean energy ASAP. Farmers have always harvested sunlight, mostly through plants. Solar installations are just another way for the land owners to profit from the energy landing on their fields, especially if the solar installation allows for continued ag use such as grazing by sheep. I fully support the installation of such projects.

Sincerely,

Frederick Boring 12630 CUSTERS PT RD NE Thornville, OH 43076 fvboring@yahoo.com

I am writing in support of the Eastern Cottontail Solar project (Case #24-0495-EL-BGN) because of the significant economic and energy production benefits it represents for Fairfield County and the State of Ohio as a whole.

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Sincerely,

Carolym Probasco 217 Wilson Ave Lancaster, OH 43130 carolyn.ann.probasco@gmail.com

CC:

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Because I researched and found this is good for everyone and farm land will be protected.

Sincerely,

Jeannie Phillips 940 Layne Dr Ne Lancaster, OH 43130 jphillipsball@gmail.com

CC:

I am writing in support of the Eastern Cottontail Solar project (Case #24-0495-EL-BGN) because of the significant economic and energy production benefits it represents for Fairfield County and the State of Ohio as a whole.

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Sincerely,

Cary Brown 1023 E 5th Ave Lancaster, OH 43130 carybrn@hotmail.com

CC:

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Sincerely,

Patricia Ritchie 3596 TURKEY RIDGE RD South Salem, OH 45681 asummerswallow@gmail.com

CC:

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Sincerely,

Terry Ritchie 3596 Turkey Ridge Rd. South Salem, OH 45681 fouramhq@gmail.com

CC:

Members of the Ohio Power Siting Board,

Central Ohio's future energy needs are well-served by the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). As we face a projected doubling of electricity demand by 2028, this project will generate sufficient power to meet the needs of 42,000 homes, ensuring a reliable energy supply.

In addition to addressing our energy needs, the project will have a positive economic impact by creating over 500 construction jobs and various long-term positions. Local energy production will also reduce our reliance on imported energy and help lower costs for consumers.

The environmental benefits of this project are also compelling. Solar power is a clean, renewable resource that helps reduce carbon emissions and promotes sustainability.

The Eastern Cottontail Solar Project also addresses the challenge of transitioning from decommissioned coal plants and meets the growing energy demands from new technologies. I strongly encourage the approval of this project.

Best regards,

Elizabeth Sky esky232@gmail.com 2626 Indianola Avenue Columbus, OH 43202

Dear OPSB,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is a key initiative for meeting the rising electricity demand in central Ohio. With projections indicating a doubling of demand by 2028, this project's capacity to generate enough power for 42,000 homes is a vital addition to our energy infrastructure.

In addition to its energy benefits, the project will have a substantial economic impact. It is expected to create over 500 construction jobs and provide long-term employment opportunities in operations and maintenance. By generating power locally, we can also reduce our reliance on imported energy sources, which will help lower electricity costs for residents and businesses.

The environmental impact of the project is also significant. Solar energy is a clean and renewable resource that will help reduce carbon emissions and support a sustainable future. The project aligns with our community's goals for environmental stewardship and sustainability.

Moreover, the Eastern Cottontail Solar Project addresses the challenges associated with the retirement of older coal power plants and the increasing demand from new technologies like data centers and electric vehicles. By investing in solar energy, we are taking proactive steps to ensure a stable and reliable energy supply.

l urge you to approve the Eastern Cottontail Solar Project for the benefit of our community, economy, and environment.

We MUST find solutions- some may be temporary- but we MUST!

Sincerely,

Nancy Wardwell wardwell.2@osu.edu 1032 Roche Ct N Columbus, OH 43229 Members of the Ohio Power Siting Board,

Addressing the anticipated doubling of electricity demand in central Ohio by 2028 requires immediate action, and the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is a vital step in the right direction. This project will generate enough power to significantly contribute to meeting our region's growing energy needs.

The project will also have a major positive impact on the local economy. It is expected to create over 500 construction jobs and numerous long-term positions in operations and maintenance, which will benefit local workers and stimulate economic activity. By generating energy locally, the project will help reduce our reliance on imported sources and contribute to lower electricity costs for residents and businesses.

In terms of environmental impact, solar energy is a clean and renewable resource that helps reduce carbon emissions and supports a sustainable energy future.

Furthermore, the Eastern Cottontail Solar Project will help address the challenges posed by the retirement of older coal power plants and the increasing demand for electricity from new technologies, such as data centers and electric vehicles. By investing in solar energy, we are taking proactive steps to ensure a stable and reliable energy supply.

The project's benefits extend beyond energy production and economic growth; it also represents a commitment to a cleaner environment and a more sustainable future. The transition to solar power is a crucial step in reducing our carbon footprint and enhancing our energy security.

I urge you to approve the Eastern Cottontail Solar Project. It represents an important investment in our community, economy, and environment.

Solar energy makes us more resilient and gives us energy freedom and independence.

Sincerely,

Cathy Becker becker.271@gmail.com 5693 Aristocrat Drive Hilliard, OH 43026

Dear OPSB,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is a critical initiative for addressing the anticipated doubling of electricity demand in central Ohio by 2028. By generating enough power to support 42,000 homes, this project will play a pivotal role in meeting our region's growing energy needs and ensuring a reliable power supply.

In addition to its contribution to energy security, the project will have significant economic benefits. It is expected to create over 500 construction jobs and numerous long-term positions in operations and maintenance. This job creation will provide valuable employment opportunities and stimulate local economic growth. Furthermore, generating energy locally will help reduce our reliance on imported sources and contribute to lower electricity costs for residents and businesses.

The environmental advantages of solar energy are equally important. Solar power is a clean and renewable resource that helps reduce carbon emissions and supports a more sustainable future. This project aligns with our community's commitment to environmental stewardship and sustainability.

Moreover, the Eastern Cottontail Solar Project addresses the challenges associated with the retirement of older coal power plants and the growing demand from new technologies such as data centers and electric vehicles. By investing in solar energy, we are proactively addressing these challenges and ensuring a stable and reliable energy supply for the future.

The transition to solar energy also represents a significant step towards reducing our carbon footprint and enhancing energy security. This project will not only benefit our community in the short term but also contribute to a cleaner and more sustainable future.

I strongly encourage the approval of the Eastern Cottontail Solar Project. It is a vital investment in our community, economy, and environment.

This is a SMART thing to do. And this company has a proven track record of successful solar developments.

Thank you for your consideration,

Keith Finn orcafinn@gmail.com 3127 Minerva Lake Rd Columbus, OH 43231-4864 Members of the Ohio Power Siting Board,

As a resident of central Ohio, I would like to voice my strong support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). With AEP Ohio projecting that electricity demand in our region will double by 2028, it is clear that we need to invest in new energy infrastructure to meet this growing need. The Eastern Cottontail Solar Project will generate enough electricity to power 42,000 homes, providing a much-needed boost to our energy grid.

In addition to meeting our energy needs, this project will have a positive impact on the local economy. By generating power locally, we can reduce our reliance on out-of-state energy sources and keep electricity costs down for residents and businesses. The project will also create over 500 construction jobs and long-term positions in operations and maintenance, providing valuable employment opportunities for local workers.

Furthermore, the project will contribute to a cleaner environment by reducing carbon emissions and helping to transition our energy grid away from fossil fuels. The Eastern Cottontail Solar Project represents a critical investment in the future of central Ohio, and I urge you to approve it.

Thank you for your consideration,

James Williams <u>madriverskidog@gmail.com</u> 2665 Snouffer Rd Columbus, OH 43235 Dear OPSB,

I am writing to express my full support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). Central Ohio is facing a significant increase in electricity demand, driven by economic growth and the expansion of data centers. The Eastern Cottontail Solar Project is essential to meeting this demand and ensuring that our region has a stable and reliable energy supply.

The project will also provide important economic advantages. By generating power locally, we can reduce our reliance on energy imports and help lower electricity costs for Ohio residents and businesses. Additionally, the project will create over 500 construction jobs and numerous long-term positions in operations and maintenance, providing economic stability and growth in our community. Further yet, it will generate tax revenue to support local schools and services in Fairfield County – and what's good for our neighbors in an adjacent county, is good for us!

The environmental benefits of this project are also significant. Solar energy is a clean, renewable resource that will help reduce carbon emissions and protect our environment for future generations.

I strongly urge you to approve the Eastern Cottontail Solar Project. It will benefit Fairfield County and all of central Ohio.

Sincerely,

Barbara Stern Meluch gmeluch@aol.com 831 Montrose Ave. Columbus, OH 43209

OPSB,

I want to express my support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). The growing demand for electricity in central Ohio is undeniable, and this project offers a sustainable solution to meet our energy needs.

The Eastern Cottontail Solar project will produce significant and much-needed power. This clean energy project is essential not just to its home county of Fairfield, but to all of central Ohio – and frankly, our state as a whole. AEP Ohio projects that electricity demand will continue to rise significantly, with the potential for growth rates reaching 20% annually. With the increasing number of data centers and new manufacturing facilities, our energy needs will soon match those of major metropolitan areas like Manhattan.

Furthermore, the project aligns with Ohio's goals for energy independence by generating power locally. This reduces our dependency on external energy sources and supports our state's economy.

Beyond energy production, the project will also create over 500 construction jobs and many more indirect jobs, providing economic benefits to local communities. These employment opportunities will bolster our regional economy and contribute to long-term prosperity.

The Eastern Cottontail Solar Project is a vital step in securing a sustainable and secure future for central Ohio. I urge the Ohio Power Siting Board to approve this project and support our community's growth and resilience.

Thank you for your consideration.

Best regards,

Dena Sico denasico83@gmail.com 936 Oberlin Dr Columbus, OH 43221 To Whom It May Concern,

As our community continues to grow, the need for reliable and sustainable energy sources has become increasingly important. The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is a crucial part of meeting that demand.

The Eastern Cottontail Solar project will generate enough clean energy to power more than 40,000 homes. With AEP Ohio projecting that our electricity needs will double, this project is essential to preventing potential energy shortages and ensuring that our community remains vibrant and economically competitive.

In addition to addressing energy demands, the project brings substantial environmental benefits. Solar energy reduces carbon emissions and utilizes land in a way that can be preserved for future agricultural use.

Furthermore, the project will create hundreds of local construction jobs, as well as long-term and indirect jobs, all of which will bolster our economy and support our communities.

The Eastern Cottontail Solar Project is a win-win-win for central Ohio and our state as a whole, providing power generation, environmental and economic benefits. I urge the Ohio Power Siting Board to approve this project and support our community's growth and sustainability.

Thank you for your attention to this important issue.

Best regards,

Alan Bond alan@bondbunch.com 6670 Kensington Way Worthington, OH 43085 Members of the Ohio Power Siting Board,

I support the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN), which offers a vital solution to our region's increasing energy challenges.

The Eastern Cottontail Solar project will generate clean, affordable electricity. This represents a critical advancement as AEP Ohio anticipates that demand for electricity in central Ohio will double by 2028. Without projects like this, we risk falling behind in our energy needs, which could stifle economic development and impact residents who depend on reliable electricity.

In addition to addressing energy needs, this project supports environmental sustainability by reducing carbon emissions and utilizing land in a way that preserves its potential for future agricultural use. Solar energy is a non-polluting form of power generation that will help protect the environment.

The Eastern Cottontail Solar project is a unique opportunity to enhance our community's energy infrastructure while fostering environmental responsibility.

Thank you for considering my perspective.

Sincerely,

Jack Buckingham <u>buckteach@yahoo.com</u> 264 N Delta Dr Columbus, OH 43214 To the Ohio Power Siting Board,

I am getting in touch to convey my enthusiastic support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). As communities across central Ohio continue to grow, the need for reliable and sustainable energy sources has become increasingly important. This project is a critical part of meeting that demand.

The Eastern Cottontail Solar project will generate enough clean energy to power the equivalent of about 42,000 average American homes, which will be added to the energy mix on our electricity grid. With AEP Ohio projecting that our electricity needs will double in the next few years, this project is important to preventing potential energy shortages and ensuring that our community remains vibrant and economically competitive.

In addition to addressing energy demands, the project brings substantial environmental benefits. Solar energy reduces carbon emissions and utilizes land in a way that can be preserved for future agricultural use. The project will also create more than 500 construction jobs and other long-term and indirect jobs, providing valuable employment opportunities for local residents, as well as a boost to the local economy.

While the Eastern Cottontail Solar Project is located in Fairfield County, it would also be a major victory for all of central Ohio and our entire state. I urge the Ohio Power Siting Board to approve this project and support our community's growth and sustainability.

Thank you for your attention to this important issue.

Sincerely,

Gilda Weyrick gildaunderwood1947@icloud.com 1988 Bluff Run Ct Grove City, OH 43123

Dear OPSB,

As a resident of central Ohio, I want to express my support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). Our region is experiencing unprecedented growth, and with that comes an increasing demand for electricity. AEP Ohio has noted that the demand for power will skyrocket. The Eastern Cottontail Solar Project is an essential step toward meeting this demand by generating enough electricity to power 42,000 homes.

The economic growth in central Ohio, driven by the expansion of data centers and new industries, requires a reliable and sustainable energy supply. PJM Interconnect has warned that without new energy sources, we could face shortfalls in electricity due to the retirement of large power plants and increased demand from sectors like electric vehicles. The Eastern Cottontail Solar Project will help prevent these shortfalls and support continued economic development in our region.

Solar energy has proven to be one of the most cost-effective and environmentally friendly sources of power. By investing in projects like this, we can ensure that Ohio remains competitive and that our energy grid is resilient against future challenges. I urge you to approve this project for the benefit of all Ohioans.

Central Ohio is attracting more technology businesses and we need additional energy sources to keep up with their strong demand. Solar low carbon energy will keep Ohio competitive and preserve farm land for the future.

Sincerely,

Lana Baker <u>tenny59@aol.com</u> 4045 Poste Ln Columbus, OH 43221 I am writing to express my support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). Central Ohio is at a critical juncture where the demand for electricity is rapidly outpacing supply. With economic growth and the increase of data centers, AEP Ohio projects that our region's electricity demand will be similar to that of Manhattan. This project is essential to meeting that demand and ensuring that we do not face electricity shortfalls.

The Eastern Cottontail Solar Project will generate clean, renewable energy that is crucial for our future. As coal plants are decommissioned at a faster rate than new energy sources are coming online, projects like this are vital to preventing electricity shortages. The project will provide enough power for 42,000 homes, contributing significantly to our energy grid.

By generating power locally, we can reduce our dependence on energy imports and keep electricity costs lower for residents and businesses – and keeping money and resources in state. The benefits of this project are clear, and I strongly urge you to support it for the continued growth and development of central Ohio.

Sincerely,

Mark Taylor <u>mtaylor4242@gmail.com</u> 98 E New England Ave Worthington, OH 43085 To Whom It May Concern,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is an essential project that I fully support. Central Ohio's electricity demand is projected to grow at an unprecedented rate, with AEP Ohio forecasting an annual demand growth of 20%. This project is critical to ensuring that we have enough energy to meet this demand and support the continued economic growth of our region.

The project will generate enough electricity to power 42,000 homes, contributing significantly to our energy grid. As our region continues to attract new businesses and residents, it is crucial that we have a reliable and sustainable energy supply. PJM Interconnect has warned that without new energy sources, we could face electricity shortfalls due to the retirement of large power plants and increased demand from sectors like electric vehicles and data centers.

The Eastern Cottontail Solar Project also represents a step toward energy independence, as it will produce home-grown, American energy right here in Ohio. This will not only help meet our growing energy needs but also reduce our reliance on foreign energy sources. I believe this project is vital for the future of central Ohio and urge its approval.

Sincerely,

Virginia Achtermann achtermann@att.net 1355 Woodberry Pl Columbus, OH 43230 Dear OPSB,

I am writing to express my strong support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). Central Ohio is at a critical juncture, with electricity demand expected to double between 2018 and 2028 due to economic growth and the increase of data centers. This project is essential to ensuring that we have enough energy to meet this growing demand and support the continued development of our region.

The Eastern Cottontail Solar Project will generate enough electricity to power 42,000 homes, providing a significant boost to our energy grid. Without new energy sources like this, we risk facing electricity shortages that could stifle economic growth and negatively impact residents and businesses in central Ohio.

Furthermore, the decommissioning of coal plants at a faster rate than new energy sources are coming online poses a significant risk to our energy supply. The Eastern Cottontail Solar Project represents a sustainable and reliable solution to this challenge, offering a cleaner and more cost-effective alternative to traditional energy sources. I urge you to approve this project for the benefit of all Ohioans.

Sincerely,

Mike Clingerman mclinger1@gmail.com 5315 Carina Ct Hilliard, OH 43026 Members of the Ohio Power Siting Board,

As a concerned citizen of central Ohio, I am writing to express my strong support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). The need for additional electricity generation in our region is urgent, with AEP Ohio projecting that demand could double between 2018 and 2028. This project is crucial to ensuring that we have enough energy to meet this growing demand and support the continued economic growth of our region.

The Eastern Cottontail Solar Project will generate enough electricity to power 42,000 homes, making a significant contribution to our energy grid. As central Ohio continues to attract new businesses and residents, it is essential that we have a reliable and sustainable energy supply. Without projects like this, we risk facing electricity shortages that could negatively impact our community.

Additionally, the transition from coal to renewable energy is necessary to prevent electricity shortages as older power plants are retired. The Eastern Cottontail Solar Project is a key part of this transition, offering a cleaner and more sustainable energy source that will support our community's future. I urge you to approve this project for the benefit of all Ohioans.

Please help us get more renewal power sources, like solar power, here in Ohio.

Thank you for your consideration,

Rachel Gratz rgratz@gmail.com 5069 Jamestown Rd Columbus, OH 43220

Severe Weather Preparedness





Listen & Learn March 18th, 2025



Objectives

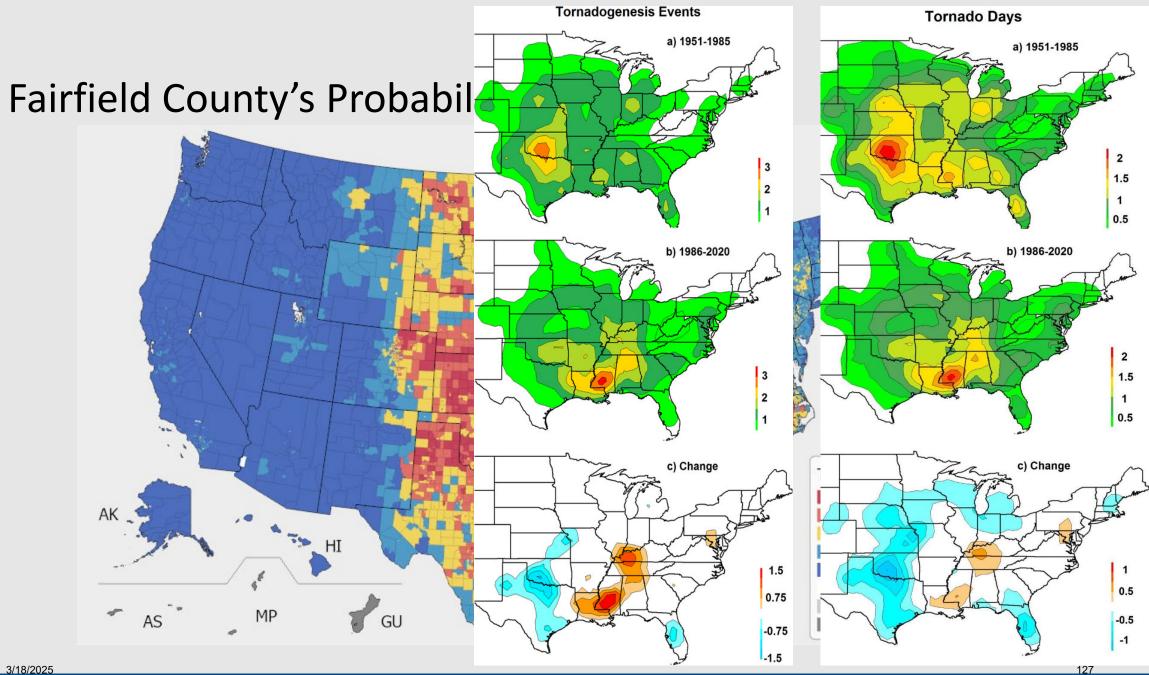
- Background on severe weather
- Changes in weather
- How to prepare for severe weather
- Responding when severe weather is occurring
- What to do following a storm



Background

- Severe weather can include:
 - hazardous conditions produced by thunderstorms
 - including damaging winds, tornadoes, large hail
 - flooding and flash flooding
 - Winter storms associated with freezing rain, sleet, snow and strong winds.





Mitigation · Preparedness · Response · Recovery

Preparedness – Make a Plan

• Make a plan

- Know your hazards
- Create a Family Communications plan
- Create Family Reunification Plan

Get involved

- Fairfield County CERT Team
- American Red Cross Disaster Services



1. COLLECT.

Create a paper copy of the contact information for your family and other important people/offices such as medical facilities doctors schools or service providers.

2. SHARE.



Make sure everyone carries a copy in his or her backpack, purse, or wallet. If you complete your *Family Emergency Communication Plan* online at <u>ready.gov/make-a-plan</u> you can print it onto a wallet-sized card. Yu should also post a copy in a central location in your home, such as your refrigerator or family bulletin board.

3. PRACTICE

Have regular household meetings to review and practice your plan.





Preparedness – Build a Kit



Preparedness – Stay Informed



Response

- Respond to warnings appropriately
 - Watch Possibility of occurring, monitor weather closely
 - Warning Threat is occurring or extremely likely to occur soon, take shelter
- If indoors, move away from windows and into an interior room
- During Flood Events always remember "Turn Around, Don't Drown"



Recovering After the Storm

- Ensure you are in a safe area look out for downed powerlines and other hazards
- Report severe damage to our office by calling (740) 654-4357 opt. 7
- Take many photos of the damage



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Mitigation

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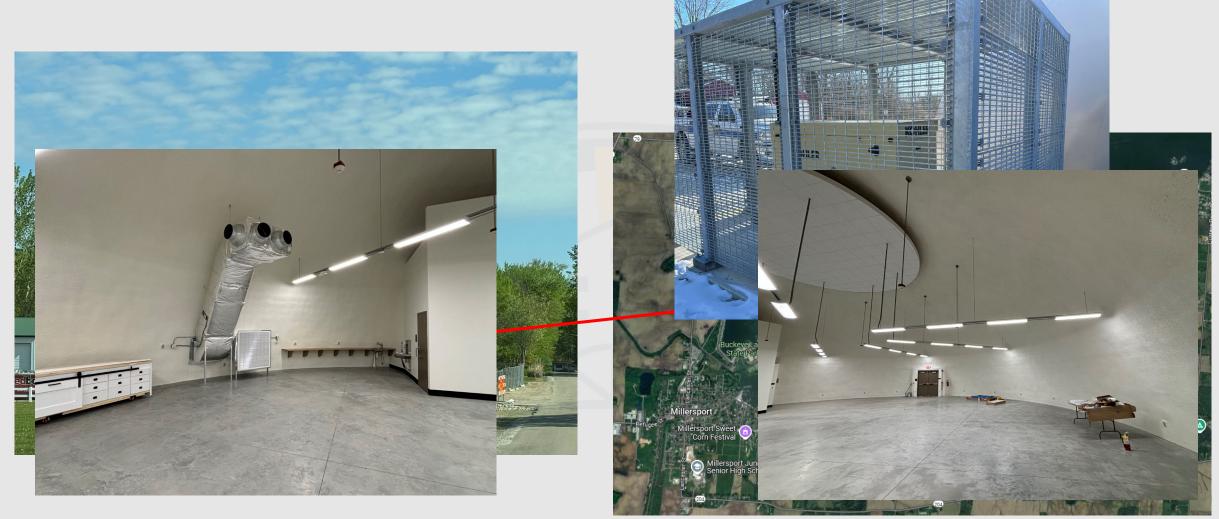


oms for Tornadoes ricanes mmunity and Residential Safe Rooms *vember 2024*

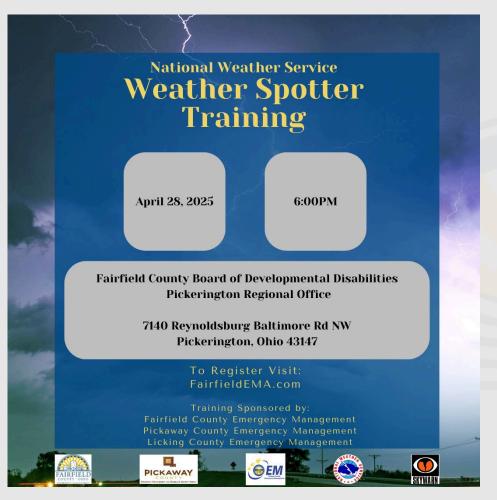
An above-ground residential safe room that was in the garage of a home hit by an EF5 tornado in Joplin, Missouri (2011). This saferoom was built to meet FEMA guidance, which offers near-absolute life-safety protection, so the occupants were unharmed even though their house was destroyed.



Walnut Township Community Safe Room



Questions?





Sign-up for Alert

Fairfield Today!

REGULAR MEETING #12 FAIRFIELD COUNTY COMMISSIONERS' OFFICE MARCH 18, 2025

AGENDA FOR TUESDAY, MARCH 18, 2025

Regular Meeting

Pledge of Allegiance

Announcements

Approval of Minutes for March 11, 2025

Commissioners

2025-03.18.a A Resolution to Approve an Account-to-Account Transfer in a Major Object Expense Category [Commissioners]

Fairfield County Economic & Workforce Development

2025-03.18.b A Resolution to Approve the Reappointment of Board Members to the Area 20 Workforce Development Board [Economic & Workforce Development]

Fairfield County Engineer

- 2025-03.18.c A Resolution to Approve Advertising for the FAI-CR54-0.555 GRE-22 Camp Ground Road Bridge Replacement Project [Engineer]
- 2025-03.18.d A Resolution to Approve Advertising by the County Engineer to Sell Scrap Metal and Aluminum [Engineer]
- 2025-03.18.e A Resolution Establishing a Truck Engine Brake Noise Reduction Zone on a Designated Portion of Lancaster-Circleville Road (SR 188) [Engineer]

Fairfield County Family and Children First Council

2025-03.18.f A Resolution Authorizing the Approval of Repayment of an Advance to the General Fund, Fund #7521, Sub-Fund #8307, Ohio Children Trust Fund – Multi System Youth Grant [Family and Children First Council]

Fairfield County Job and Family Services

- 2025-03.18.g A Resolution Regarding an Amendment for a Previously Approved Network Placement and Related Services Agreement between Advantage Family Outreach and Foster Care and Child Protective Services [JFS]
- 2025-03.18.h A Resolution Regarding an Amendment for a Previously Approved Network Placement and Related Services Agreement between Family Wellness Solutions, Inc. and Child Protective Services [JFS]

- 2025-03.18.i A Resolution Regarding an Amendment for a Previously Approved Network Placement and Related Services Agreement between Just Like Us Enrichment Agency and Child Protective Services [JFS]
- 2025-03.18.j A Resolution Regarding an Amendment for a Previously Approved Network Placement and Related Services Agreement between Sojourners Care Network and Child Protective Services [JFS]
- 2025-03.18.k A Resolution Regarding an Amendment for a Previously Approved Network Placement and Related Services Agreement between The Bair Foundation and Child Protective Services [JFS]
- 2025-03.18.1 A Resolution Regarding an Amendment for a Previously Approved Network Placement and Related Services Agreement between The Village Network and Child Protective Services [JFS]
- 2025-03.18.m A Resolution Regarding an Amendment for a Previously Approved Network Placement and Related Services Agreement between Unk's Place and Child Protective Services [JFS]
- 2025-03.18.n A Resolution Regarding an Amendment for a Previously Approved Network Placement and Related Services Agreement between Victory House LLC and Child Protective Services [JFS]
- 2025-03.18.0 A Resolution Authorizing the Approval of a Service Agreement by and Between Fairfield County Job & Family Services, Child Protective Services Division and Reflections Group Home LLC [JFS]
- 2025-03.18.p A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and the Ohio Teaching Family Association [JFS]
- 2025-03.18.q A Resolution to Approve a Memo Expense/Memo Receipt for the Costs of Birth Certificates Paid to the Fairfield County Health Department as a Memo Expenditure, Fund #2072, Public Children's Services [JFS]
- 2025-03.18.r A Resolution to Approve Additional appropriations by Appropriating from Unappropriated into a Major Expense Object Category, Fund #2758, Protective Service Levy [JFS]
- 2025-03.18.s A Resolution to Approve a Memo Receipt and Memo Expenditure for Fairfield County Job & Family Services' Children Services Fund and Protective Services Levy Fund, Respectively [JFS]

Fairfield County Regional Planning Commission

2025-03.18.t A Resolution to Approve Change Order #1 for the CDBG PY2023 Village of Sugar Grove – Rocket Way Sewer Improvements Project [Regional Planning Commission]

Fairfield County Sheriff

2025-03.18.u A Resolution to Approve the Fairfield County 9-1-1 Plan [Sheriff]

Fairfield County Soil & Water Conservation District

2025-03.18.v A Resolution of Support of Property for the Clean Ohio Local Agriculture Easement Purchase Program with the Ohio Department of Agriculture [Soil and Water Conservation District]

Payment of Bills

2025-03.18.w A Resolution Authorizing the Approval of Payments of Vouchers Without Appropriate Carry-Over Purchase Orders and the Cash Disbursement for all Departments that are Approved by the Commissioners [Commissioners]

The next Regular Meeting is scheduled for March 25, 2025, 9:00 a.m.

Adjourn

Review Meeting

The Commissioners met at 9:00 a.m. at 210 E. Main St., Lancaster, OH. Commissioner Fix called the meeting to order, and the following Commissioners were present: Jeff Fix, Steve Davis, and David Levacy. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk to the Board of Commissioners, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Deputy JFS Director, Heather O'Keefe; Economic & Workforce Development Director, Rick Szabrak; Transit Director, Aaron Kennedy; Interim RPC Director, Holly Mattei; Planner, Josh Hillberry; Facilities & EMA Director; Jon Kochis; Auditor, Dr. Carri Brown; Treasurer, Jim Bahnsen; Recorder, Lisa McKenzie; Assistant Prosecuting Attorney, Austin Lines; JFS Director, Corey Clark; Deputy Utilities Director, Josh Anders; IT Director, Dan Neeley; ADAMH Program Coordinator, Miranda Gray; ADAMH Executive Director, Marcy Fields; ADAMH Grants Manager, Dylan Sanders; Veterans Services Director, Park Russell; Deputy Recorder, Devin Brown; Computer Support Specialists, Davin Fertig and Donna Mitchell; IT Help Desk Supervisor, Jimmie Gordon; Engineer Administrative Assistant, Jeff Camechis; and Sheriff's Deputy, Kevin Romine. Also in attendance: Ray Stemen, Samantha Meadow, and Sherry Pymer.

Virtual attendees: Michael Kaper, Beth Cottrell, Barb Martin, Belinda Nebbergall, Jerry Starner, Deborah, Jeanie Wears, Shelby Hunt, Josh Horacek, Nicole Schultz, Vince Carpico, Colleen Cook, Ruyi, Aubrey Ward, Lisa, Abby King, Jessica Murphy, Ashley Arter, Toni Ashton, Jared Collins, Greg Forquer, Andy Boystel, Lori Hawk, Britney Lee, Jeff Barron, Connie Vargo, Tony Vogel, Alex Lape, Justine Feinstein, Brian Wolfe, Chris Snider, Steven Darnell, Stacy Hicks, Baylie Blevins, Shanda Wyrick, and David Uhl.

<u>Welcome</u>

Commissioner Fix opened the meeting by welcoming everyone in attendance.

Introduction of New Staff

Mr. Gordon introduced two new staff members from IT, Davin Fertig and Donna Mitchell.

Recorder McKenzie introduced a new employee in her office, Devin Brown.

Recognition of Park Russell, Veterans Service Commission Director

Commissioner Fix spoke on and read the proclamation (contained within the meeting minutes) presented to Park Russell.

Mr. Russell stated it has been an honor to work with veterans and their families and spoke about how the job positively impacted his own life.

The Commissioners thanked Mr. Russell for his 24 years of dedication to Fairfield County, veterans, and veterans' families.

Listen & Learn, ADAMH Board Strategic Planning

Marcy Fields, Dylan Sanders, and Miranda Gray

Ms. Fields introduced the ADAMH Grants Manager, Dylan Sanders, and spoke briefly about the Venture Place project. She added that the Starlight facility is open and operational.

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Mr. Sanders stated that his job involves gathering data to seek out grants. He spoke about gathering some data through a survey that went out to the community and community stakeholders. The survey was distributed in a variety of ways and had a good range of respondents. The findings indicated the needs people felt were currently unmet, which included need for additional housing services.

Commissioner Fix asked for a definition of housing services.

Mr. Sanders stated that housing services are intended as a reference to places people live in on a long-term basis and not temporary living spaces. He added the survey indicated a difference in findings based on zip codes in the county. Mr. Sanders also spoke about the 30 interviews conducted throughout the county and the indicators from the survey that people who are involved with social services feel there is excellent collaboration across agencies. Strategic considerations developed from the survey include maintaining an adequate behavioral health workforce, continuing to address housing issues, and increasing awareness of behavioral health supports.

Commissioner Davis stated his admiration for the ADAMH and the changes they have made.

Commissioner Levacy stated he would be interested in a survey that would ask if people were willing to support levies to pay for additional services.

Commissioner Fix spoke about the Board's support of ADAMH, its staff, board, and services.

Ms. Fields stated the ADAMH Board recently had a planning meeting and added that programming could change based on available funding.

Ms. Cordle asked Ms. Fields to speak with Mr. Clark regarding funding.

Ms. Gray spoke about a grant which would allow for the addition of a third case worker to connect unhoused individuals with services.

Ms. Cordle asked about unhoused individuals outside the City of Lancaster.

Ms. Gray replied that individuals are not always easy to identify as unhoused.

Ms. Fields spoke about the Corporation for Supportive Housing and stated that Fairfield County is at the top of the list for housing development.

Commissioner Fix added that there are individuals in the Pickerington area that may not be living in tents, but rather out of their vehicles.

Ms. Gray said that marketing could be done with businesses to encourage them to reach out when they see someone who is, or is at risk of being, unhoused.

Ms. Fields spoke about the value of connecting with community resources and added that they were able to assist an individual recently due to an officer referral.

Ms. Gray stated that some connections with individuals occurred due to Project FORT.

Public Comments

Ray Stemen of Lancaster spoke fondly of his assisted living facility and thanked the Commissioners for the years he was welcomed in the meetings by the Board.

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Sherry Pymer of Walnut Township attended the evidentiary hearings last week for the Ohio Power Siting Board (OPSB) and noted that the only two board members who attended were Commissioner Davis and Bob Slater of Walnut Township. She spoke about her disappointment in the testimony of the expert witnesses and the absences of the other board members.

Legal Update

None.

County Administration Update

- The County Administration Update was provided by Aundrea Cordle, County Administrator, unless otherwise noted.

Award to Recognize Fairfield County's Comprehensive Plan

The Fairfield County Comprehensive Plan has been selected for an Honor Award from the American Planning Association's Small Town and Rural (STaR) Division. This recognition is usually given to only 1-2 communities per year, and the "Honor" designation is the higher of the two categories they use to recognize work. Planning NEXT was nominated for the award for their work on the plan.

Commissioner Fix recalled the process of going to each township and village to revise the plan and thanked all the parties involved including Planning Next. He added that it is nice to have your work recognized and further added that there would be three additional meetings that day. The Commissioner stated that the work across the county is ongoing, including Regional Planning's work on a model zoning code.

Highlights of Resolutions

Administrative Approvals

The review packet contains a list of administrative approvals.

Resolution Review

There are 22 resolutions on the agenda for the Regular voting meeting.

Resolutions of note:

- There is a resolution to approve the proclamation that was presented to Park Russell, Fairfield County's Veterans Service Commission Director, for over 24 years.
- The Engineer's Office has two resolutions. The first resolution is an agreement between Fairfield County and Marty Transportation, Inc, for bridge load ratings as directed by the County Engineer. The second is to approve the Contract Bid Award for the Pickerington Road Bridge Replacement Project. The Engineer's Office is recommending that the bid be awarded to J&J Bridge Company in the amount of \$439,982.50. This was the lowest bid received, and the Engineer's Office has determined that J&J Bridge Company has met all the requirements.

Mr. Camechis stated that the bridge had been in the works for quite a while.

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• There is a resolution to approve an agreement with Garland DBS, Inc for the replacement of the roof at the Sheridan Center.

Mr. Kochis stated the Sheridan Center's new roof would be at current energy standards and would save the county money.

• JFS has 11 resolutions for service agreements for network placement for children who are in the care and custody of Child Protective Services.

Budget Review

• Budget Director, Bart Hampson provided an update on the recent Sales Tax figures. He stated that the figures are analyzed year over year and the cumulative, through February 2025, was \$100,000 additional, or2.1%. Of the 2.1%, non-auto is up 1.38% and auto is up 8.37%. The forecast for February 2025 was 1.4% or \$65,000.

Commissioner Davis stated he met with Mr. Hampson earlier that day.

Commissioner Fix asked for a conversation regarding the Bed Tax letter that was contained in the Review Packet.

Calendar Review/Invitations Received

Items Requiring Response

Informational Items

- TID Meeting, Tuesday, March 11, 2025, 1:00 p.m. at the Records Center
- Legislative Breakfast, Thursday, March 13, 2025, 8:30 a.m. at the Workforce Center
- LDG Groundbreaking event, Friday, March 14, 2025, 10:00 a.m. near S. Ewing and Lawrence Streets in Lancaster
- Invitation to the Central Ohio Regional Housing Coalition stakeholder update webinar, Friday, March 14, 2025, 12:00 p.m. via online meeting link
- State of the Schools Address, Thursday, March 27, 2025, 11:00 a.m. at Stanbery Career Center, 345 E. Mulberry St., Lancaster

Correspondence

- CFLP Closeout letter for the 2024 Combined Education & Recycling contract
- Notification from the Fairfield County Board of Elections for completed ballot proofing for the May 6, 2025, Primary/Special election
- Notice to commence from Skyworks for work to be done at the Fairfield County Airport
- Correspondence from a county resident regarding the allocation of bed tax revenue.
- Correspondence Regarding Industrial Solar

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Updates from Elected Officials and Department Heads

Treasurer Bahnsen stated the Land Bank has several projects they are working on.

Auditor Brown stated her office has two technological advancements going live this week; which some counties are wanting to replicate. The office has multiple videos on the DocLink tool, which manages data and provides training. She will attend the Supreme Court Continuing Legal Education meeting. Her office will release correspondence on the DD renewal levy, the one-time vendor license fee, and its annual report. She was also honored to have presented to a group of women executives from Park National Bank.

Mr. Anders stated the Utilities Department is working with a consultant to locate future well fields.

Mr. Szabrak attended a conference at the Workforce Center to see what the Ohio University is doing with STEM, along with 120 STEM teachers from throughout the state.

Mr. Kochis stated he is happy to see the Sheridan Center project moving.

Mr. Clark spoke about a fellowship/internship program for students interested in social work. He added that Fairfield County is one of the pilot counties and that he anticipates hiring both students currently in the program.

Mr. Porter stated the Leadership Conference is on April 15th and will be held at Alley Park.

Mr. Kennedy stated that Transit has hired several new drivers and an operations manager. They are anxiously waiting to see if they have won the ODOT award.

Ms. Cordle stated the Transit rebranding is scheduled for April 19th. She thanked Krile Communications and Martin Barking for their work on the department's rebranding.

Old Business

Commissioner Davis thanked Ms. Pymer for recognizing the time he had spent at the OPSB hearings. He stated he is anxious to hear the takeaways from the hearings and added that he has some concerns regarding the process.

Commissioner Levacy stated his appreciation for Commissioner Davis's willingness to serve as the ad hoc member to the OPSB. He also spoke about attending the State of Pickerington Address which was hosted at Grace Fellowship's new building.

New Business

Commissioner Davis spoke on the note regarding the MCJDC phone system and recording features. He added that the information provided stated that the recording feature was part of a package and would begin costing additional money. MCJDC has asked for input on the necessity of that feature. The Commissioner spoke with Judge Vandervoort and the Prosecutor's Office and stated that the recording feature should remain.

Commissioners Fix and Levacy agreed that the recording feature should be purchased.

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Regular (Voting) Meeting

The Commissioners continued to the Voting portion of the meeting with the following Commissioners present: Jeff Fix, Steve Davis, and David Levacy. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk to the Board of Commissioners, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Deputy JFS Director, Heather O'Keefe; Economic & Workforce Development Director, Rick Szabrak; Transit Director, Aaron Kennedy; Interim RPC Director, Holly Mattei; Planner, Josh Hillberry; Facilities & EMA Director; Jon Kochis; Auditor, Dr. Carri Brown; Treasurer, Jim Bahnsen; Recorder, Lisa McKenzie; Assistant Prosecuting Attorney, Austin Lines; JFS Director, Corey Clark; Deputy Utilities Director, Josh Anders; IT Director, Dan Neeley; ADAMH Program Coordinator, Miranda Gray; ADAMH Executive Director, Marcy Fields; ADAMH Grants Manager, Dylan Sanders; Veterans Services Director, Park Russell; Deputy Recorder, Devin Brown; Computer Support Specialists, Davin Fertig and Donna Mitchell; IT Help Desk Supervisor, Jimmie Gordon; Engineer Administrative Assistant, Jeff Camechis; and Sheriff's Deputy, Kevin Romine. Also in attendance: Ray Stemen, Samantha Meadow, and Sherry Pymer.

Virtual attendees: Michael Kaper, Beth Cottrell, Barb Martin, Belinda Nebbergall, Jerry Starner, Deborah, Jeanie Wears, Shelby Hunt, Josh Horacek, Nicole Schultz, Vince Carpico, Colleen Cook, Ruyi, Aubrey Ward, Lisa, Abby King, Jessica Murphy, Ashley Arter, Toni Ashton, Jared Collins, Greg Forquer, Andy Boystel, Lori Hawk, Britney Lee, Jeff Barron, Connie Vargo, Tony Vogel, Alex Lape, Justine Feinstein, Brian Wolfe, Chris Snider, Steven Darnell, Stacy Hicks, Baylie Blevins, Shanda Wyrick, and David Uhl.

Announcements

None.

Approval of Minutes for March 4, 2025

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the meeting Minutes for Tuesday, March 4, 2025.

Roll call vote of the motion resulted as follows: Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

Approval of Resolutions from the Fairfield County Commissioners

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Commissioners:

2025-03.11.a A Resolution Authorizing the Approval of a Proclamation Roll call vote of the motion resulted as follows: Voting aye thereon: David Levacy, Steve Davis and Jeff Fix

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from the Fairfield County Commissioners:

2025-03.11.b A resolution to approve a memo transaction for interest allocation reimbursements for Fairfield Department of Health, Fairfield County Parks, & Fairfield County Port Authority – Fund #7012, #7321, #7308, & #7865.

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2025-03.11.c	A resolution to appropriate from unappropriated in a major expenditure object category for Fund# 2736, sub fund# 8337, FY2024 CFLP Grant.
2025-03.11.d	A resolution authorizing the approval of repayment of an advance to the General Fund – Fund #2788 Sub-fund 8334, PY2023 CDBG Critical

Roll call vote of the motion resulted as follows: Voting aye thereon: David Levacy, Steve Davis and Jeff Fix

Infrastructure Grant.

Approval of a Resolution from the Fairfield County Board of Developmental Disabilities

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Board of Developmental Disabilities:

2025-03.11.e A resolution to approve a memo exp./ memo receipt for the cost of transportation for individuals paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund #2060

Roll call vote of the motion resulted as follows: Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

Approval of Resolutions from the Fairfield County Engineer

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Engineer:

2025-03.11.f	A resolution to approve an Agreement between Fairfield County and
	Carpenter Marty Transportation, Inc.

2025-03.11.g A Resolution to Approve the Contract Bid Award for the BLO-36, FAI-CR20-1.964 Pickerington Road Bridge Replacement Project.

Roll call vote of the motion resulted as follows: Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

Approval of a Resolution from Fairfield County Facilities

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from Fairfield County Facilities:

2025-03.11.h A Resolution Authorizing the Approval of an Agreement for the Replacement of the roof of the Sheridan Center with Garland DBS Inc.

Roll call vote of the motion resulted as follows: Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

Approval of a Resolution from Fairfield County Family and Children First Council

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from Fairfield County Family and Children First Council:

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2025-03.11.i A resolution to amend the certificate, update receipt line item & request for appropriations for Fairfield County Job & Family Services; Family Children First Council # 7521, Sub-Fund #8184.

Roll call vote of the motion resulted as follows: Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

Approval of Resolutions from Fairfield County Job and Family Services

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from Fairfield County Job and Family Services:

2025-03.11.j	A resolution to approve a memo exp./ memo receipt for the costs of Bus Passes paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2072 Public Children's Services
2025-03.11.k	A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and New Mercy Outreach Inc.
2025-03.11.1	A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Adolescent Oasis, Inc.
2025-03.11.m	A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Advantage Family Outreach and Foster Care
2025-03.11.n	A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Allwell Behavioral Health Services
2025-03.11.o	A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and The Julia Paige Family Center
2025-03.11.p	A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Keys to Success LLC
2025-03.11.q	A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and National Youth Advocate Program
2025-03.11.r	A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Ohio Mentor Inc.
2025-03.11.s	A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Richmeier Therapeutic Home

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2025-03.11.t	A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Specialized Alternatives for Families & Youth of Ohio, Inc. (SAFY)
2025-03.11.u	A resolution authorizing the approval of a service agreement between Fairfield County Job & Family Services, Child Protective Services Division and SJO Kids, Inc. dba NewPath Child & Family Solutions.

Roll call vote of the motion resulted as follows: Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

Approval of a Resolution from the South Central Major Crimes Unit

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from South Central Major Crimes Unit:

2025-03.11.v	A resolution authorizing an account to account transfer for MCU Fund
	7864 (sub fund 8289) Recovery Ohio FY21 Grant

Roll call vote of the motion resulted as follows: Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

Adjournment

With no further business, On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to adjourn at 10:02 a.m.

Roll call vote of the motion resulted as follows: Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

The next Regular Meeting is scheduled for 9:00 a.m. on Tuesday, March 18, 2025, in the Commissioners' Hearing Room, 210 E. Main St., Lancaster, OH.

Regular Meeting #11 - 2025 – March 11, 2025

Motion by: David Levacy Seconded by: Steve Davis				
that the March 11, 2025, minu	ttes were approved by the follo	owing vote:		
YEAS: David Levacy, Steve I ABSTENTIONS:	Davis, and Jeff Fix	NAYS: None		
*Approved on March 18, 202	5			
Jeff Fix	Steve Davis	David Levacy		
Commissioner	Commissioner	Commissioner		

Rochelle Menningen, Clerk

Regular Meeting #11 - 2025 – March 11, 2025

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2025-03.18.a

A resolution approving an account to account transfer in a major object expense category.

WHEREAS, additional appropriations are needed capital outlay 911 services budget; and

WHEREAS, an account to account transfer will allow proper classification for the major expenditure object category of capital outlay.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That the transfer of appropriations in the amount of \$5,000 is hereby authorized as follows:

From:	12100115	contractual services
To:	12100115	capital outlay

A resolution approving an account to account transfer in a major object expense category.

For Auditor's Office Use Only:

Section 1.

\$ 5,000

FROM:12100115530000 contract servicesTO:12100115574000 equipment

Signature Page

Resolution No. 2025-03.18.a

A Resolution to Approve an Account-to-Account Transfer in a Major Object Expense Category

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

2025-03.18.b

A resolution to approve the reappointment of Fairfield County Board members to the Area 20 Workforce Development Board (WDB)

WHEREAS, Fairfield, Pickaway, Ross, Vinton and Hocking Counties Job & Family Services have established a County Workforce Area known as Area 20, and

WHEREAS, Fairfield County needs to appoint individuals to the Area 20 Board to oversee the Ohio Means Job Centers, make policies, and approve fiscal decisions funded by the Workforce Innovation and Opportunity Act, serving on the Workforce Development Board, and

WHEREAS, Matt Claypool, Missy Clum, Jennifer Friel, Chelsie Huffman, Nathan Hale, Kim Jeffers, and Todd Hoffman have agreed to represent Fairfield County on the Area 20 WDB commencing July 1, 2025, through the expiration date of June 30, 2028.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, AND STATE OF OHIO:

Section 1. That proposed individuals, Matt Claypool, Missy Clum, Jennifer Friel, Chelsie Huffman, Nathan Hale, Kim Jeffers, and Todd Hoffman, represent Fairfield County on the Area 20 WDB, commencing July 1, 2025, through the expiration date of June 30, 2028.

Signature Page

Resolution No. 2025-03.18.b

A Resolution to Approve the Reappointment of Board Members to the Area 20 Workforce Development Board

(Fairfield County Economic & Workforce Development)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

2025-03.18.c

A Resolution to Approve Advertising for the FAI-CR54-0.555 GRE-22 Camp Ground Road Bridge Replacement Project.

WHEREAS, the County Engineer is advising this Board that the construction drawings for the FAI-CR54-0.555 GRE-22 Camp Ground Road Bridge Replacement Project have been completed, and

WHEREAS, the County Engineer is requesting approval to advertise for bids for the FAI-CR54-0.555 GRE-22 Camp Ground Road Bridge Replacement Project.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

SECTION 1: that this Board of County Commissioners does hereby grant approval for the County Engineer to advertise for the FAI-CR54-0.555 GRE-22 Camp Ground Road Bridge Replacement Project.

SECTION 2: that the Clerk of this Board return the signed copy of this Resolution to the County Engineer for further action.

Prepared by: Cheryl Downour cc: Engineering Office

Signature Page

Resolution No. 2025-03.18.c

A Resolution to Approve Advertising for the FAI-CR54-0.555 GRE-22 Camp Ground Road Bridge Replacement Project

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

2025-03.18.d

A Resolution to Approve Advertising by the County Engineer to Sell Scrap Metal and Aluminum.

WHEREAS, the County Engineer annually advertises to sell scrap metal by the pound that is removed from the county construction projects and also aluminum from obsolete traffic signs, and

WHEREAS, the County Engineer is requesting approval to advertise for bids for the sale of scrap metal and aluminum accumulated in the calendar year 2025.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

SECTION 1: that this Board of County Commissioners does hereby grant approval for the County Engineer to advertise to sell scrap metal and aluminum.

SECTION 2: that the Clerk of this Board return the signed copy of this Resolution to the County Engineer for further action.

Prepared by: Cheryl Downour cc: Engineering Office

Signature Page

Resolution No. 2025-03.18.d

A Resolution to Approve Advertising by the County Engineer to Sell Scrap Metal and Aluminum

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

2025-03.18.e

A resolution establishing a truck engine brake noise reduction zone on a designated portion of Lancaster-Circleville Road (SR 188)

WHEREAS, the Fairfield County Commissioners have received complaints regarding excessive noise emitted by engine combustion exhaust systems from commercial vehicles on parts of Lancaster-Circleville Road (SR 188), located in Amanda Township, Fairfield County; and

WHEREAS, pursuant to 4513.221(E), the Fairfield County Board of Commissioners has the authority to adopt regulations and orders that are necessary to control passenger car, motorcycle and internal combustion engine noises within the unincorporated territory of the County, and;

WHEREAS, in the interest of preserving the public's continued quality of life and in response to complaints by residents, the Board desires to impose certain noise restrictions emanating from the usage of truck engine brakes within the limits of truck engine brake noise reduction zones on Lancaster-Circleville Road (SR 188) in Amanda Township from state log point 9.414 being 2,270 feet east of Creek Road (TR 175) to state log point 10.121 being 860 feet east of Cedar Hill Road (CR 6) in Amanda Township (0.638 miles in length), established herein; and;

WHEREAS, per Ohio Department of Transportation (ODOT) Traffic Engineering Manual (TEM) section 201-7, Signing for Engine Brake Restrictions, ODOT will install signs on the rural state highway system within the boundary of the County indicating such a restriction upon passage of a resolution restricting the use of engine brakes.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That the following area shall be a reduced truck engine noise zone described as follows: Lancaster-Circleville Road (SR 188) in Amanda Township from state log point 9.414 being 2,270 feet east of Creek Road (TR 175) to state log point 10.121 being 860 feet east of Cedar Hill Road (CR 6) in Amanda Township (0.638 miles in length).

Section 2. That the Fairfield County Engineer shall provide a copy of this resolution and coordinate with the Ohio Department of Transportation per the Traffic Engineering Manual (TEM) section 201-7, Signing for Engine

2025-03.18.e

A resolution establishing a truck engine brake noise reduction zone on a designated portion of Lancaster-Circleville Road (SR 188)

Brake Restrictions, to purchase all signage and hardware necessary to properly delineate the truck engine brake noise reduction zones in Section 1 hereof in accordance with the Ohio Manual of Uniform Traffic Control Devices for Streets and Highways.

Section 3. That all signs in this designated zone shall be erected in accordance with the ODOT Traffic Engineering Manual and the Ohio Manual of Uniform Traffic Control Devices for Streets and Highways.

Section 4. Where the above referenced signs are erected, no persons shall operate or cause to be operated any vehicle in such a manner that the exhaust system emits a loud cracking or noise unusual to its normal operation and it shall be unlawful for any vehicle equipped to downshift and release the clutch to utilize the vehicle's engine to slow in order to meet proper restrictions within the County, except in cases of extreme emergency.

Section 5.: This resolution shall take effect upon its passage, provided, however, that this Resolution shall not be enforced until signs are erected.

Prepared by: Cheryl Downour cc: Engineering Office

Signature Page

Resolution No. 2025-03.18.e

A Resolution Establishing a Truck Engine Brake Noise Reduction Zone on a Designated Portion of Lancaster-Circleville Road (SR 188)

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

2025-03.18.f

A resolution authorizing the approval of repayment of an advance to the General Fund – Fund #7521, Sub-fund #8307 Ohio Children Trust Fund – Multi System Youth Grant

WHEREAS, Fund #7521, Sub-fund #8307 FY24 Ohio Children Trust Fund – Multi System Youth Grant; and

WHEREAS, an advance was approved on November 14, 2023, Resolution 2023-11.14.k for \$25,000.00; and

WHEREAS, the monies have been collected and deposited to make repayment to the General Fund Advance.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. Request that the Fairfield County Auditor repay the following advance:

DEBIT: 8307 090001 OCTF – MSY – Repayment of Advance; \$25,000.00

CREDIT: 1001 223000 General Fund Advances In \$25,000.00

Prepared by: Morgan Fox, Fiscal Officer cc:

Signature Page

Resolution No. 2025-03.18.f

A Resolution Authorizing the Approval of Repayment of an Advance to the General Fund, Fund #7521, Sub-Fund #8307, Ohio Children Trust Fund – Multi System Youth Grant

(Fairfield County Family and Children First Council)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

2025-03.18.g

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Advantage Family Outreach and Foster Care and Child Protective Services Department.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of an amendment to add a per diem rate to a previously approved service agreement with Advantage Family Outreach and Foster Care 640 Park Ave W Mansfield, OH 44906 and

WHEREAS, the purpose of the service agreement is to provide Network Placement and Related Services for children who are in the care and custody of the Agency; and

WHEREAS, this amended agreement shall be effective January 1^{st} , 2025 through December 31^{st} , 2025; and

WHEREAS, a purchase order encumbering the funds for the services has been acquired; and

WHEREAS, the Prosecuting Attorney has approved the agreement as to form,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, AND STATE OF OHIO:

Section 1. That the Fairfield County Board of County Commissioners hereby approves the attached amended Network Placement Service Agreement with Advantage Family Outreach and Foster Care.

Prepared by: Morgan Fox cc: JFS / Fiscal Specialist

ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.

A. Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
B. Goods and/or Services in excess of \$77,250.00 – competitively selected via a Request for Proposals, pursuant to R.C. 307.862
C. Dublic Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
F. The subject matter was exempt from competitive selection for the following reason(s):
 Under \$77,250.00 State Term #: (copy of State Term Contract must be attached) ODOT Term #: (See R.C. 5513.01) Professional Services (See the list of exempted occupations/services under R.C. 307.86) Emergency (Follow procedure under ORC 307.86(A)) Sole Source (attach documentation as to why contract is sole source)
7. Other:(cite to
authority or explain why matter is exempt from competitive bidding)
G. 🗌 Agreement not subject to Sections A-F (explain):
H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
 No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on http://ffr.ohioauditor.gov/) Obtained 3 quotes for purchases under \$77,250.00 (as applicable) Purchase Order is included with Agreement
Signed this day of, 20
Morgan Fox, Fiscal Officer

Name and Title

* Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.*

AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT

ADDENDA TO AGREEMENT

The following addendum sets forth the terms and conditions between the parties for services for children involved with the agency named below:

This Agreement is between Fairfield County Department of Job and Family Services, A Title IV-E Agency, hereinafter "Agency," whose address is:

Fairfield County Department of Job and Family Services 239 W Main St Lancaster, OH 43130

And Advantage Family Outreach and Foster Care hereinafter "Provider," whose address is:

Advantage Family Outreach and Foster Care 640 Park Ave W Mansfield, OH 44906

Collectively the "Parties".

Contract ID: 19465281

Originally Dated: 01/01/2025 to 12/31/2025

01/01/2025 -12/31/2025 Page 1 of 3

AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT

Addenda Number 1:

Addenda Reason: Addenda Begin Date: Addenda End Date: Increased Amount: Article Name:

Addenda Reason Narrative: Addendum to include the below rate: \$139.00 per diem: \$85 maint/\$54 admin Other 01/01/2025

01/01/2025 -12/31/2025 Page 2 of 3

SIGNATURE OF THE PARTIES

Provider: Advantage Family Outreach and Foster Care

Print Name & Title	Signature	Date
Jeraca Barnett, Director of IL Homes	Jeraca Barnett	2/5/2025
	0	

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date



A Contract regarding Advantage Family Outreach and Foster Care between Job and Family Services and

Approved on 2/5/2025 12:42:54 PM by Sarah Fortner, Deputy Director

South Jota

Sarah Fortner Deputy Director

Approved on 2/5/2025 4:16:53 PM by Corey Clark, Director of Fairfield County Job & Family Services

GBCK_

Corey Clark, Director Fairfield County Job & Family Services

ORIGINAL		Carrí L. Brown, phd, mba, cgfm	Purchase Order	
•		Fairfield County Auditor	Fiscal Year 2025	Page: 1 of 1
		210 East Main Street Lancaster, Ohio 43130		PPEAR ON ALL INVOICES, SHIPPING PAPERS.
В	JOB & FAMILY SERVICES	Revisions: 000	Purchase Order #	25003115 - 00
	239 W MAIN STREET LANCASTER, OH 43130 Phone: 740-652-7889			in doors of specified destination.
T O			Expiration Date	. 12/15/2025
VENDOR	ADVANTAGE FAMILY OUTREACH FOSTER CARE 445 LONGVIEW AVE W MANSFIELD, OH 44903	& S H I P T O	JOB & FAMILY SERVICE 239 W MAIN STREET LANCASTER, OH 43130 Phone: 740-652-7889	S

VENDOR PHONE N	UMBER VEN	DOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
			3364	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
02/21/2025	14242			JOB & FAMILY SERVICES
NOTES				

BOARD AND CARE

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	BOARD AND CARE	1.0	EACH	\$36,000.00	\$36,000.00

COUNTY AUDITOR'S CERTIFICATE		Total Ext. Price	\$36,000.00
expenditure, for the above, has been	\$36,000.00 required to meet the contract, agreement, obligation, payment or lawfully appropriated, authorized or directed for such purpose and is in the	Total Sales Tax	\$0.00
certification now outstanding.	llection to the credit of the submitted Fund(s) free from any obligation or	Total Freight	\$0.00
		Total Discount	\$0.00
Date: 02/21/2025	Carri L. Brown	Total Credit	\$0.00
3/18/2025	Auditor Fairfield County, OH	Purchase Order Total	\$36,000.00 169

Vendor Copy

Prosecutor's Approval Page

Resolution No.

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Advantage Family Outreach and Foster Care and Child Protective Services Department.

(Fairfield County Job and Family Services)

Approved as to form on 3/12/2025 2:22:30 PM by Steven Darnell,

Signature Page

Resolution No. 2025-03.18.g

A Resolution Regarding an Amendment for a Previously Approved Network Placement and Related Services Agreement between Advantage Family Outreach and Foster Care and Child Protective Services

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

2025-03.18.h

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Family Wellness Solutions, Inc. and Child Protective Services Department.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of an amendment to add a per diem rate to a previously approved service agreement with Family Wellness Solutions, Inc. 760 Linden Ave Zanesville, OH 43701 and

WHEREAS, the purpose of the service agreement is to provide Network Placement and Related Services for children who are in the care and custody of the Agency; and

WHEREAS, this amended agreement shall be effective July 1st, 2024 through June 30th, 2025; and

WHEREAS, a purchase order encumbering the funds for the services has been acquired; and

WHEREAS, the Prosecuting Attorney has approved the agreement as to form,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, AND STATE OF OHIO:

Section 1. That the Fairfield County Board of County Commissioners hereby approves the attached amended Network Placement Service Agreement with Family Wellness Solutions, Inc.

Prepared by: Morgan Fox cc: JFS / Fiscal Specialist

ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.

A. Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
B. Goods and/or Services in excess of \$77,250.00 – competitively selected via a Request for Proposals, pursuant to R.C. 307.862
C. Dublic Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
F. The subject matter was exempt from competitive selection for the following reason(s):
 Under \$77,250.00 State Term #: (copy of State Term Contract must be attached) ODOT Term #: (See R.C. 5513.01) Professional Services (See the list of exempted occupations/services under R.C. 307.86) Emergency (Follow procedure under ORC 307.86(A)) Sole Source (attach documentation as to why contract is sole source)
7. Other:(cite to
authority or explain why matter is exempt from competitive bidding)
G. Agreement not subject to Sections A-F (explain):
H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
 No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on http://ffr.ohioauditor.gov/) Obtained 3 quotes for purchases under \$77,250.00 (as applicable) Purchase Order is included with Agreement
Signed this day of, 20
Morgan Fox, Fiscal Officer

Name and Title

* Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.*

Purchase Order

Page: 1 of 1

Carrí L. Brown, PhD, MBA, CGFM Fairfield County Auditor

210 East Main Street

Lancaster, Ohio 43130

Revisions: 002

Fiscal Year 2025

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order #

25002233 - 02

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

JOB & FAMILY SERVICES VENDOR S H FAMILY WELLNESS SOLUTIONS 239 W MAIN STREET 760 LINDEN AVENUE I P LANCASTER, OH 43130 ZANESVILLE, OH 43701 Phone: 740-652-7889 T O

VENDOR PHONE N	UMBER VEN	DOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
740-819-6807			2412	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
01/09/2025	6528			JOB & FAMILY SERVICES
NOTES				

BOARD AND CARE

JOB & FAMILY SERVICES

239 W MAIN STREET

LANCASTER, OH 43130 Phone: 740-652-7889

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The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MODIFIED: BOARD AND CARE	1.0	EACH	\$40,351.00	\$40,351.00

Dato: 01/00/2020	Auditor Fairfield County, OH	Purchase Order Total	\$40,351.00
Date: 01/09/2025	Carrie L. Brown	Total Credit	\$0.00
		Total Discount	\$0.00
certification now outstanding.	of collection to the credit of the submitted Fund(s) free from any obligation or	Total Freight	\$0.00
expenditure, for the above, has l	unt \$40,351.00 required to meet the contract, agreement, obligation, payment or been lawfully appropriated, authorized or directed for such purpose and is in the	Total Sales Tax	\$0.00
COUNTY AUDITOR'S CERTIFIC	ATE	Total Ext. Price	\$40,351.00

3/18/2025

Vendor Copy

Purchase Order Total	\$40,351.00
Total Credit	\$0.00
Total Discount	\$0.00
Total Freight	\$0.00
Total Sales Tax	\$0.00

AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT

ADDENDA TO AGREEMENT

The following addendum sets forth the terms and conditions between the parties for services for children involved with the agency named below:

This Agreement is between Fairfield County Department of Job and Family Services, A Title IV-E Agency, hereinafter "Agency," whose address is:

Fairfield County Department of Job and Family Services 239 W Main St Lancaster, OH 43130

And Family Wellness Solutions, Inc. hereinafter "Provider," whose address is:

Family Wellness Solutions, Inc. 760 Linden Ave Zanesville, OH 43701

Collectively the "Parties".

Contract ID: 19426431

Originally Dated: 07/01/2024 to 06/30/2025

AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT

Addenda Number 1:

Addenda Reason: Addenda Begin Date: Addenda End Date: Increased Amount: Article Name:

Addenda Reason Narrative: Addendum to add the following: Per diem \$110 (\$65maint/\$45admin). Other 07/01/2024

AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT

Addenda Number 2:

Addenda Reason: Addenda Begin Date: Addenda End Date: Increased Amount: Article Name:

Addenda Reason Narrative: Addendum to include the follwing: Per diem \$100 (\$50maint/\$50admin). Other 07/01/2024

SIGNATURE OF THE PARTIES

Provider: Family Wellness Solutions, Inc.

Print Name & Title	\bigcirc	Signature	Date
JESSICA Ash Director		le	3/10/2025
)		0	

Agency: Fairfield County Department of Job and Family Services

Signature	Date	
	18	
	Signature	



A Contract regarding Addendum: Family Wellness Solutions between Job and Family Services and

Approved on 3/7/2025 10:37:12 AM by Sarah Fortner, Deputy Director

South Jota

Sarah Fortner Deputy Director

Approved on 3/7/2025 11:28:43 AM by Corey Clark, Director of Fairfield County Job & Family Services

GBCh_

Corey Clark, Director Fairfield County Job & Family Services

Prosecutor's Approval Page

Resolution No.

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Family Wellness Solutions, Inc. and Child Protective Services Department.

(Fairfield County Job and Family Services)

Approved as to form on 3/12/2025 2:24:24 PM by Steven Darnell,

Signature Page

Resolution No. 2025-03.18.h

A Resolution Regarding an Amendment for a Previously Approved Network Placement and Related Services Agreement between Family Wellness Solutions, Inc. and Child Protective Services

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

2025-03.18.i

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Just Like Us Enrichment Agency and Child Protective Services Department.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of an amendment to add a per diem rate to a previously approved service agreement with Just Like Us Enrichment Agency 2799 Hazelton Ct Cincinnati, OH 45251 and

WHEREAS, the purpose of the service agreement is to provide Network Placement and Related Services for children who are in the care and custody of the Agency; and

WHEREAS, this amended agreement shall be effective March 1st, 2024 through February 28th, 2025; and

WHEREAS, a purchase order encumbering the funds for the services has been acquired; and

WHEREAS, the Prosecuting Attorney has approved the agreement as to form,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, AND STATE OF OHIO:

Section 1. That the Fairfield County Board of County Commissioners hereby approves the attached amended Network Placement Service Agreement with Just Like Us Enrichment Agency.

Prepared by: Morgan Fox cc: JFS / Fiscal Specialist

ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.

A. Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
B. Goods and/or Services in excess of \$77,250.00 – competitively selected via a Request for Proposals, pursuant to R.C. 307.862
C. Dublic Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
F. The subject matter was exempt from competitive selection for the following reason(s):
 Under \$77,250.00 State Term #: (copy of State Term Contract must be attached) ODOT Term #: (See R.C. 5513.01) Professional Services (See the list of exempted occupations/services under R.C. 307.86) Emergency (Follow procedure under ORC 307.86(A)) Sole Source (attach documentation as to why contract is sole source)
7. Other:(cite to
authority or explain why matter is exempt from competitive bidding)
G. 🗌 Agreement not subject to Sections A-F (explain):
H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
 No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on http://ffr.ohioauditor.gov/) Obtained 3 quotes for purchases under \$77,250.00 (as applicable) Purchase Order is included with Agreement
Signed this day of, 20
Morgan Fox, Fiscal Officer

Name and Title

* Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.*

AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT

ADDENDA TO AGREEMENT

The following addendum sets forth the terms and conditions between the parties for services for children involved with the agency named below:

This Agreement is between Fairfield County Department of Job and Family Services, A Title IV-E Agency, hereinafter "Agency," whose address is:

Fairfield County Department of Job and Family Services 239 W Main St Lancaster, OH 43130

And Just Like Us Enrichment Agency hereinafter "Provider," whose address is:

Just Like Us Enrichment Agency 2799 Hazelton Ct Cincinnati, OH 45251

Collectively the "Parties".

Contract ID: 19407831

Originally Dated: 03/01/2024 to 02/28/2025

AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT

Addenda Number 1:

Addenda Reason: Addenda Begin Date: Addenda End Date: Increased Amount: Article Name: Other 03/01/2024

Addenda Reason Narrative: Addendum to include new rate: The per diem is \$400 (\$385 maintenance/\$15 admin).

SIGNATURE OF THE PARTIES

Provider: Just Like Us Enrichment Agency

Print Name & Title	Signature	Date
Angelique Payne, Administrator	Angelique Payre	2.19.25
	0 0 0	

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date
L		



A Contract regarding Addendum Just Like Us Enrichment Agency between Job and Family Services and

Approved on 2/21/2025 11:48:54 AM by Sarah Fortner, Deputy Director

South Jota

Sarah Fortner Deputy Director

Approved on 2/21/2025 1:20:38 PM by Corey Clark, Director of Fairfield County Job & Family Services

GBCh_

Corey Clark, Director Fairfield County Job & Family Services

0	RIGINAL	Carrí L. Brown, phd, mba, cgfm		Purchase Order
•		Fairfield County Auditor	Fiscal Year 2025	Page: 1 of 1
		210 East Main Street Lancaster, Ohio 43130		PPEAR ON ALL INVOICES, SHIPPING PAPERS.
В	JOB & FAMILY SERVICES	Revisions: 000	Purchase Order #	25003291 - 00
	239 W MAIN STREET LANCASTER, OH 43130 Phone: 740-652-7889		Delivery must be made with	in doors of specified destination.
T O	FII0HE. 740-052-7889		Expiration Date	: 12/15/2025
VENDO	JUST LIKE US ENRICHMENT AGEN 2799 HAZELTON CT CINCINNATI, OH 45251	ICY H I P	JOB & FAMILY SERVICE 239 W MAIN STREET LANCASTER, OH 43130 Phone: 740-652-7889	S
Ř		TO		

VENDOR PHONE N	UMBER VEN	VENDOR FAX NUMBER REQUISITION NUMBER D		DELIVERY REFERENCE
			3557	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
03/04/2025	17362			JOB & FAMILY SERVICES
NOTES				

CONGREGATE CARE

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	CONGREGATE CARE	1.0	EACH	\$25,000.00	\$25,000.00

3/18/2025	Auditor Fairfield County, OH	Purchase Order Total	\$25,000.00 188
Date: 03/04/2025	Carly L. Brown	Total Credit	\$0.00
		Total Discount	\$0.00
county Treasury or in process of certification now outstanding.	collection to the credit of the submitted Fund(s) free from any obligation or	Total Freight	\$0.00
It is hereby certified that the amount \$25,000.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or		Total Sales Tax	\$0.00
COUNTY AUDITOR'S CERTIFICAT	E	Total Ext. Price	\$25,000.00

3/18/2025

Vendor Copy

Prosecutor's Approval Page

Resolution No.

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Just Like Us Enrichment Agency and Child Protective Services Department.

(Fairfield County Job and Family Services)

Approved as to form on 3/12/2025 2:31:40 PM by Steven Darnell,

Signature Page

Resolution No. 2025-03.18.i

A Resolution Regarding an Amendment for a Previously Approved Network Placement and Related Services Agreement between Just Like Us Enrichment Agency and Child Protective Services

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

2025-03.18.j

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Sojourners Care Network and Child Protective Services Department.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of an amendment to add a per diem rate to a previously approved service agreement with Sojourners Care Network 31860 Claypool Hollow Rd McArthur, OH 45651 and

WHEREAS, the purpose of the service agreement is to provide Network Placement and Related Services for children who are in the care and custody of the Agency; and

WHEREAS, this amended agreement shall be effective January 1st, 2024 through December 31st, 2024; and

WHEREAS, a purchase order encumbering the funds for the services has been acquired; and

WHEREAS, the Prosecuting Attorney has approved the agreement as to form,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, AND STATE OF OHIO:

Section 1. That the Fairfield County Board of County Commissioners hereby approves the attached amended Network Placement Service Agreement with Sojourners Care Network.

Prepared by: Morgan Fox cc: JFS / Fiscal Specialist

ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.

A. Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
B. Goods and/or Services in excess of \$77,250.00 – competitively selected via a Request for Proposals, pursuant to R.C. 307.862
C. Dublic Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
F. The subject matter was exempt from competitive selection for the following reason(s):
 Under \$77,250.00 State Term #: (copy of State Term Contract must be attached) ODOT Term #: (See R.C. 5513.01) Professional Services (See the list of exempted occupations/services under R.C. 307.86) Emergency (Follow procedure under ORC 307.86(A)) Sole Source (attach documentation as to why contract is sole source)
7. Other:(cite to
authority or explain why matter is exempt from competitive bidding)
G. 🗌 Agreement not subject to Sections A-F (explain):
H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
 No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on http://ffr.ohioauditor.gov/) Obtained 3 quotes for purchases under \$77,250.00 (as applicable) Purchase Order is included with Agreement
Signed this day of, 20
Morgan Fox, Fiscal Officer

Name and Title

* Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.*

AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT

ADDENDA TO AGREEMENT

The following addendum sets forth the terms and conditions between the parties for services for children involved with the agency named below:

This Agreement is between Fairfield County Department of Job and Family Services, A Title IV-E Agency, hereinafter "Agency," whose address is:

Fairfield County Department of Job and Family Services 239 W Main St Lancaster, OH 43130

And Sojourners Care Network hereinafter "Provider," whose address is:

Sojourners Care Network 31860 Claypool Hollow Rd Mc Arthur, OH 45651

Collectively the "Parties".

Contract ID: 19392631

Originally Dated: 01/01/2024 to 12/31/2024

AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT

Addenda Number 2: Addenda Reason: Addenda Begin Date: Addenda End Date: Increased Amount: Article Name:

Other 12/01/2024

Addenda Reason Narrative:

\$119.09 per diem: 75 maintenance / 1.27 other maintenance / 31.60 admin / 1.25 trans admin / .68 other direct service / 8.49 other BH / .80 other admin

SIGNATURE OF THE PARTIES

Provider: Sojourners Care Network

Print Name & Title	Signature	Date
Murcus Games Executive Director	mz	

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date

01/01/2024 - 12/31/2024 Page 3 of 3



A Contract regarding Addendum Sojourners between Job and Family Services and

Approved on 2/21/2025 11:42:33 AM by Sarah Fortner, Deputy Director

South Jota

Sarah Fortner Deputy Director

Approved on 2/21/2025 1:18:24 PM by Corey Clark, Director of Fairfield County Job & Family Services

GBCh_

Corey Clark, Director Fairfield County Job & Family Services

Purchase Order

25001857 - 01

197

Page: 1 of 1

Carrí L. Brown, PhD, MBA, CGFM Fairfield County Auditor

210 East Main Street

Fiscal Year 2025

Purchase Order #

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Lancaster, Ohio 43130 Revisions: 001

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

T O VENDOR SOJOURNERS CARE NETWORK 31860 CLAYPOOL HOLLOW RD MCARTHUR, OH 45651

JOB & FAMILY SERVICES

239 W MAIN STREET

LANCASTER, OH 43130 Phone: 740-652-7889

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JOB & FAMILY SERVICES S H 239 W MAIN STREET Î P LANCASTER, OH 43130 Phone: 740-652-7889

T O

VENDOR PHONE N	UMBER VE	NDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
740-596-111	7	740-596-7134	2024	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
01/01/2025	3163			JOB & FAMILY SERVICES
NOTES				

BOARD AND CARE

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MODIFIED: BOARD AND CARE	1.0	EACH	\$45,000.00	\$45,000.00

Dato: 0 1/0 1/2020	Auditor Fairfield County, OH	Purchase Order Total	\$45,000.00
Date: 01/01/2025	Carrie L. Brown	Total Credit	\$0.00
		Total Discount	\$0.00
certification now outstanding.	of collection to the credit of the submitted Fund(s) free from any obligation or	Total Freight	\$0.00
It is hereby certified that the amount \$45,000.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the		Total Sales Tax	\$0.00
COUNTY AUDITOR'S CERTIFICA	ATE	Total Ext. Price	\$45,000.00

3/18/2025

Auditor Fairfield County, OH

Vendor Copy

Prosecutor's Approval Page

Resolution No.

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Sojourners Care Network and Child Protective Services Department.

(Fairfield County Job and Family Services)

Approved as to form on 3/12/2025 2:32:14 PM by Steven Darnell,

Signature Page

Resolution No. 2025-03.18.j

A Resolution Regarding an Amendment for a Previously Approved Network Placement and Related Services Agreement between Sojourners Care Network and Child Protective Services

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

2025-03.18.k

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between The Bair Foundation and Child Protective Services Department.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of an amendment to add a per diem rate to a previously approved service agreement with The Bair Foundation 665 E Dublin Granville Rd Ste 290 Columbus, OH 43229 and

WHEREAS, the purpose of the service agreement is to provide Network Placement and Related Services for children who are in the care and custody of the Agency; and

WHEREAS, this amended agreement shall be effective October 1st, 2024 through September 30th, 2025; and

WHEREAS, a purchase order encumbering the funds for the services has been acquired; and

WHEREAS, the Prosecuting Attorney has approved the agreement as to form,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, AND STATE OF OHIO:

Section 1. That the Fairfield County Board of County Commissioners hereby approves the attached amended Network Placement Service Agreement with The Bair Foundation.

Prepared by: Morgan Fox cc: JFS / Fiscal Specialist

ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.

A. Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
B. Goods and/or Services in excess of \$77,250.00 – competitively selected via a Request for Proposals, pursuant to R.C. 307.862
C. Dublic Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
F. The subject matter was exempt from competitive selection for the following reason(s):
 Under \$77,250.00 State Term #: (copy of State Term Contract must be attached) ODOT Term #: (See R.C. 5513.01) Professional Services (See the list of exempted occupations/services under R.C. 307.86) Emergency (Follow procedure under ORC 307.86(A)) Sole Source (attach documentation as to why contract is sole source)
7. Other:(cite to
authority or explain why matter is exempt from competitive bidding)
G. 🗌 Agreement not subject to Sections A-F (explain):
H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
 No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on http://ffr.ohioauditor.gov/) Obtained 3 quotes for purchases under \$77,250.00 (as applicable) Purchase Order is included with Agreement
Signed this day of, 20
Morgan Fox, Fiscal Officer

Name and Title

* Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.*

Purchase Order

Page: 1 of 1

Carrí L. Brown, PhD, MBA, CGFM Fairfield County Auditor

210 East Main Street

Lancaster, Ohio 43130

Revisions: 001

Fiscal Year 2025

Purchase Order #

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

25001856 - 01

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

T O VENDOR THE BAIR FOUNDATION 241 HIGH ST

JOB & FAMILY SERVICES

239 W MAIN STREET

LANCASTER, OH 43130 Phone: 740-652-7889

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JOB & FAMILY SERVICES S H 239 W MAIN STREET I P LANCASTER, OH 43130 NEW WILMINGTON, PA 16142 Phone: 740-652-7889 T O

VENDOR PHONE N	UMBER VEI	NDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
724-946-871	1	724-946-3249	2022	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
01/01/2025	2968			JOB & FAMILY SERVICES
NOTES				

BOARD AND CARE

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MODIFIED: BOARD AND CARE	1.0	EACH	\$18,000.00	\$18,000.00

246.01/01/2020	Auditor Fairfield County, OH	Purchase Order Total	\$18,000.00
Date: 01/01/2025	Carrie L. Brown	Total Credit	\$0.00
		Total Discount	\$0.00
It is hereby certified that the amount \$18,000.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.		Total Freight	\$0.00
		Total Sales Tax	\$0.00
COUNTY AUDITOR'S CERTIFICA	ATE	Total Ext. Price	\$18,000.00

3/18/2025

Vendor Copy

Purchase Order Total	\$18,000.00 202
Total Credit	\$0.0
Total Discount	\$0.0

AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT

ADDENDA TO AGREEMENT

The following addendum sets forth the terms and conditions between the parties for services for children involved with the agency named below:

This Agreement is between Fairfield County Department of Job and Family Services, A Title IV-E Agency, hereinafter "Agency," whose address is:

Fairfield County Department of Job and Family Services 239 W Main St Lancaster, OH 43130

And The Bair Foundation hereinafter "Provider," whose address is:

The Bair Foundation 665 E Dublin Granville Rd Ste 290 Columbus, OH 43229

Collectively the "Parties".

Contract ID: 19451182

Originally Dated: 10/01/2024 to 09/30/2025

AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT

Addenda Number 2:

Addenda Reason: Addenda Begin Date: Addenda End Date: Increased Amount: Article Name: Other 10/01/2024

Addenda Reason Narrative: Addendum to correct incorrect breakdown of rate. Per diem: \$71.45 Maint: \$29.94 Admin: \$41.51

SIGNATURE OF THE PARTIES

Provider: The Bair Foundation

Print Name & Title	Signature	Date
Renay Crouse - Executive Director	Renay Crome	02/11/2025

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date

AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT

ADDENDA TO AGREEMENT

The following addendum sets forth the terms and conditions between the parties for services for children involved with the agency named below:

This Agreement is between Fairfield County Department of Job and Family Services, A Title IV-E Agency, hereinafter "Agency," whose address is:

Fairfield County Department of Job and Family Services 239 W Main St Lancaster, OH 43130

And The Bair Foundation hereinafter "Provider," whose address is:

The Bair Foundation 665 E Dublin Granville Rd Ste 290 Columbus, OH 43229

Collectively the "Parties".

Contract ID: 19451182

Originally Dated: 10/01/2024 to 09/30/2025

AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT

Addenda Number 1:

Addenda Reason: Addenda Begin Date: Addenda End Date: Increased Amount: Article Name: Other 10/01/2024

Addenda Reason Narrative: Addendum to include the below rate: Traditional \$67.41 (\$28.90 maintenance and \$38.51 admin).

SIGNATURE OF THE PARTIES

Provider: The Bair Foundation

Print Name & Title	Signature	Date
Renay Crouse - Executive Director	Renay Crowne	02/07/2025

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date



A Contract regarding Addendum The Bair Foundation between Job and Family Services and

Approved on 2/21/2025 11:41:43 AM by Sarah Fortner, Deputy Director

South Jota

Sarah Fortner Deputy Director

Approved on 2/21/2025 1:17:59 PM by Corey Clark, Director of Fairfield County Job & Family Services

GBCh_

Corey Clark, Director Fairfield County Job & Family Services

Prosecutor's Approval Page

Resolution No.

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between The Bair Foundation and Child Protective Services Department.

(Fairfield County Job and Family Services)

Approved as to form on 3/12/2025 2:33:03 PM by Steven Darnell,

Signature Page

Resolution No. 2025-03.18.k

A Resolution Regarding an Amendment for a Previously Approved Network Placement and Related Services Agreement between The Bair Foundation and Child Protective Services

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

2025-03.18.I

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between The Village Network and Child Protective Services Department.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of an amendment to add a per diem rate to a previously approved service agreement with The Village Network 2000 Noble Dr Wooster, OH 44691 and

WHEREAS, the purpose of the service agreement is to provide Network Placement and Related Services for children who are in the care and custody of the Agency; and

WHEREAS, this amended agreement shall be effective April 1st, 2024 through March 31st, 2025; and

WHEREAS, a purchase order encumbering the funds for the services has been acquired; and

WHEREAS, the Prosecuting Attorney has approved the agreement as to form,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, AND STATE OF OHIO:

Section 1. That the Fairfield County Board of County Commissioners hereby approves the attached amended Network Placement Service Agreement with The Village Network.

Prepared by: Morgan Fox cc: JFS / Fiscal Specialist

ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.

A. Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
B. Goods and/or Services in excess of \$77,250.00 – competitively selected via a Request for Proposals, pursuant to R.C. 307.862
C. Dublic Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
F. The subject matter was exempt from competitive selection for the following reason(s):
 Under \$77,250.00 State Term #: (copy of State Term Contract must be attached) ODOT Term #: (See R.C. 5513.01) Professional Services (See the list of exempted occupations/services under R.C. 307.86) Emergency (Follow procedure under ORC 307.86(A)) Sole Source (attach documentation as to why contract is sole source)
7. Other:(cite to
authority or explain why matter is exempt from competitive bidding)
G. 🗌 Agreement not subject to Sections A-F (explain):
H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
 No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on http://ffr.ohioauditor.gov/) Obtained 3 quotes for purchases under \$77,250.00 (as applicable) Purchase Order is included with Agreement
Signed this day of, 20
Morgan Fox, Fiscal Officer

Name and Title

* Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.*

AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT

ADDENDA TO AGREEMENT

The following addendum sets forth the terms and conditions between the parties for services for children involved with the agency named below:

This Agreement is between Fairfield County Department of Job and Family Services, A Title IV-E Agency, hereinafter "Agency," whose address is:

Fairfield County Department of Job and Family Services 239 W Main St Lancaster, OH 43130

And The Village Network hereinafter "Provider," whose address is:

The Village Network 2000 Noble Dr Wooster, OH 44691

Collectively the "Parties".

Contract ID: 19408935

Originally Dated: 04/01/2024 to 03/31/2025

AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT

Addenda Number 1:

Addenda Reason: Addenda Begin Date: Addenda End Date: Increased Amount: Article Name:

Addenda Reason Narrative: Added a new per diem to the existing contract.

Exceptional Needs II \$207.00 Maint: \$110.33 Admin: \$96.67 Other 04/01/2024

SIGNATURE OF THE PARTIES

Provider: The Village Network

Print Name & Title	Signature	Date
Linda den Heijer, CAO	Linda den Heijer, CAO Linda den Heijer, CAO (Feb 11, 2025 10:33 EST)	02/11/2025

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date

Fairfield County JFS 04.01.2024_03.31.2025 Addendum Add Rate

Final Audit Report

2025-02-11

- 1		
	Created:	2025-02-11
	By:	Cheri Rodman (crodman@TheVillageNetwork.com)
	Status:	Signed
	Transaction ID:	CBJCHBCAABAAopTNPxp0q0NnjMnLF-loeYy7gCbsXKdi

"Fairfield County JFS 04.01.2024_03.31.2025 Addendum Add R ate" History

- Document created by Cheri Rodman (crodman@TheVillageNetwork.com) 2025-02-11 3:32:20 PM GMT
- Document emailed to Linda den Heijer, CAO (Idenheijer@thevillagenetwork.com) for signature 2025-02-11 3:32:24 PM GMT
- Email viewed by Linda den Heijer, CAO (Idenheijer@thevillagenetwork.com) 2025-02-11 - 3:33:14 PM GMT
- Document e-signed by Linda den Heijer, CAO (Idenheijer@thevillagenetwork.com) Signature Date: 2025-02-11 - 3:33:28 PM GMT - Time Source: server
- Agreement completed. 2025-02-11 - 3:33:28 PM GMT



Purchase Order

Page: 1 of 1

Carrí L. Brown, PhD, MBA, CGFM Fairfield County Auditor

210 East Main Street

Lancaster, Ohio 43130

Revisions: 002

Fiscal Year 2025

Purchase Order #

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

25002507 - 02

218

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

T O VENDOR THE VILLAGE NETWORK 2000 NOBLE DRIVE WOOSTER, OH 44691

JOB & FAMILY SERVICES

239 W MAIN STREET

LANCASTER, OH 43130 Phone: 740-652-7889

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JOB & FAMILY SERVICES S H 239 W MAIN STREET Î P LANCASTER, OH 43130 Phone: 740-652-7889

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VENDOR PHONE NUMBER		DOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
330-264-3232	2		2673	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
01/17/2025	38870			JOB & FAMILY SERVICES
		NOTE	ES	

BOARD AND CARE

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MODIFIED: BOARD AND CARE	1.0	EACH	\$44,300.00	\$44,300.00

Dato: 01/11/2020	Auditor Fairfield County, OH	Purchase Order Total	\$44,300.00
Date: 01/17/2025	Carli L. Brown	Total Credit	\$0.00
		Total Discount	\$0.00
certification now outstanding.	of collection to the credit of the submitted Fund(s) free from any obligation or	Total Freight	\$0.00
expenditure, for the above, has t	unt \$44,300.00 required to meet the contract, agreement, obligation, payment or been lawfully appropriated, authorized or directed for such purpose and is in the	Total Sales Tax	\$0.00
COUNTY AUDITOR'S CERTIFICA	ATE	Total Ext. Price	\$44,300.00

3/18/2025

Auditor Fairfield County, OH

Vendor Copy

Prosecutor's Approval Page

Resolution No.

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between The Village Network and Child Protective Services Department.

(Fairfield County Job and Family Services)

Approved as to form on 3/12/2025 2:37:42 PM by Steven Darnell,

Signature Page

Resolution No. 2025-03.18.1

A Resolution Regarding an Amendment for a Previously Approved Network Placement and Related Services Agreement between The Village Network and Child Protective Services

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

2025-03.18.m

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Unk's Place and Child Protective Services Department.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of an amendment to add a per diem rate to a previously approved service agreement with Unk's Place 120 W 2nd St Dayton, OH 45402 and

WHEREAS, the purpose of the service agreement is to provide Network Placement and Related Services for children who are in the care and custody of the Agency; and

WHEREAS, this amended agreement shall be effective March 1st, 2024 through February 28th, 2025; and

WHEREAS, a purchase order encumbering the funds for the services has been acquired; and

WHEREAS, the Prosecuting Attorney has approved the agreement as to form,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, AND STATE OF OHIO:

Section 1. That the Fairfield County Board of County Commissioners hereby approves the attached amended Network Placement Service Agreement with Unk's Place.

Prepared by: Morgan Fox cc: JFS / Fiscal Specialist

ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.

A. Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
B. Goods and/or Services in excess of \$77,250.00 – competitively selected via a Request for Proposals, pursuant to R.C. 307.862
C. Dublic Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
F. The subject matter was exempt from competitive selection for the following reason(s):
 Under \$77,250.00 State Term #: (copy of State Term Contract must be attached) ODOT Term #: (See R.C. 5513.01) Professional Services (See the list of exempted occupations/services under R.C. 307.86) Emergency (Follow procedure under ORC 307.86(A)) Sole Source (attach documentation as to why contract is sole source)
7. Other:(cite to
authority or explain why matter is exempt from competitive bidding)
G. 🗌 Agreement not subject to Sections A-F (explain):
H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
 No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on http://ffr.ohioauditor.gov/) Obtained 3 quotes for purchases under \$77,250.00 (as applicable) Purchase Order is included with Agreement
Signed this day of, 20
Morgan Fox, Fiscal Officer

Name and Title

* Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.*

Ohio Department of Job and Family Services

AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT

ADDENDA TO AGREEMENT

The following addendum sets forth the terms and conditions between the parties for services for children involved with the agency named below:

This Agreement is between Fairfield County Department of Job and Family Services, A Title IV-E Agency, hereinafter "Agency," whose address is:

Fairfield County Department of Job and Family Services 239 W Main St Lancaster, OH 43130

And Unk's Place hereinafter "Provider," whose address is:

Unk's Place 120 W 2nd St Dayton, OH 45402

Collectively the "Parties".

Contract ID: 19409532

Originally Dated: 03/01/2024 to 02/28/2025

Ohio Department of Job and Family Services

AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT

Addenda Number 1:

Addenda Reason: Addenda Begin Date: Addenda End Date: Increased Amount: Article Name: Other 03/01/2024

Addenda Reason Narrative: Addendum to include new rate: The per-diem is \$372 (\$339 maintenance/\$33 admin).

SIGNATURE OF THE PARTIES

Provider: Unk's Place

Print Name & Title	Signature	Date
Dion Sampson, Director of Operations	Tim Sapan	2/19/2025

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date



A Contract regarding Addendum Unk's Place between Job and Family Services and

Approved on 2/21/2025 11:48:21 AM by Sarah Fortner, Deputy Director

South Jota

Sarah Fortner Deputy Director

Approved on 2/21/2025 1:20:12 PM by Corey Clark, Director of Fairfield County Job & Family Services

GBCh_

Corey Clark, Director Fairfield County Job & Family Services

C	RIGINAL	Carrí L. Brown, phd, mba, cgfm	Purchase Orde	
		Fairfield County Auditor	Fiscal Year 2025	Page: 1 of 1
		210 East Main Street Lancaster, Ohio 43130	THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
E		Revisions: 000	Purchase Order #	25003273 - 00
	239 W MAIN STREET LANCASTER, OH 43130 Phone: 740-652-7889		Delivery must be made within doors of specified destination.	
۲ C			Expiration Date:	12/15/2025
	120 W SECOND STREET DAYTON, OH 45402	S H I P T	JOB & FAMILY SERVICES 239 W MAIN STREET LANCASTER, OH 43130 Phone: 740-652-7889	
		0		

VENDOR PHONE N	UMBER VEI	NDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
937-979-1699	9		3541	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
03/04/2025	15577			JOB & FAMILY SERVICES
		NOTI	ES	

BOARD AND CARE

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	BOARD AND CARE	1.0	EACH	\$5,092.00	\$5,092.00

COUNTY AUDITOR'S CERTIFICATE		Total Ext. Price	\$5,092.00
It is hereby certified that the amount \$5,092.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.		Total Sales Tax	\$0.00
		Total Freight	\$0.00
		Total Discount	\$0.00
Date: 03/04/2025	Carli L. Brown	Total Credit	\$0.00
3/18/2025	Auditor Fairfield County, OH	Purchase Order Total	\$5,092.00

Vendor Copy

Prosecutor's Approval Page

Resolution No.

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Unk's Place and Child Protective Services Department.

(Fairfield County Job and Family Services)

Approved as to form on 3/12/2025 2:40:35 PM by Steven Darnell,

Signature Page

Resolution No. 2025-03.18.m

A Resolution Regarding an Amendment for a Previously Approved Network Placement and Related Services Agreement between Unk's Place and Child Protective Services

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

2025-03.18.n

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Victory House LLC and Child Protective Services Department.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of an amendment to add a per diem rate to a previously approved service agreement with Victory House LLC 4276 Linchmere Dr Dayton, OH 45415 and

WHEREAS, the purpose of the service agreement is to provide Network Placement and Related Services for children who are in the care and custody of the Agency; and

WHEREAS, this amended agreement shall be effective April 1st, 2024 through March 31st, 2025; and

WHEREAS, a purchase order encumbering the funds for the services has been acquired; and

WHEREAS, the Prosecuting Attorney has approved the agreement as to form,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, AND STATE OF OHIO:

Section 1. That the Fairfield County Board of County Commissioners hereby approves the attached amended Network Placement Service Agreement with Victory House LLC.

Prepared by: Morgan Fox cc: JFS / Fiscal Specialist

ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.

A. Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
B. Goods and/or Services in excess of \$77,250.00 – competitively selected via a Request for Proposals, pursuant to R.C. 307.862
C. Dublic Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
F. The subject matter was exempt from competitive selection for the following reason(s):
 Under \$77,250.00 State Term #: (copy of State Term Contract must be attached) ODOT Term #: (See R.C. 5513.01) Professional Services (See the list of exempted occupations/services under R.C. 307.86) Emergency (Follow procedure under ORC 307.86(A)) Sole Source (attach documentation as to why contract is sole source)
7. Other:(cite to
authority or explain why matter is exempt from competitive bidding)
G. 🗌 Agreement not subject to Sections A-F (explain):
H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
 No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on http://ffr.ohioauditor.gov/) Obtained 3 quotes for purchases under \$77,250.00 (as applicable) Purchase Order is included with Agreement
Signed this day of, 20
Morgan Fox, Fiscal Officer

Name and Title

* Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.*

ORIGINAL	Carrí L. Brown, phd, mba, cgfm	Purchase Or	
	Fairfield County Auditor 210 East Main Street Lancaster, Ohio 43130	Fiscal Year 2025	Page: 1 of 1
		THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
B JOB & FAMILY SERVICES	Revisions: 000	Purchase Order #	25003106 - 00
 Z39 W MAIN STREET LANCASTER, OH 43130 Phone: 740-652-7889 			thin doors of specified destination.
TO		Expiration Dat	e: 12/15/2025
NICOLE VAUGHN VICTORY HOUSE LLC 4276 LINCHMERE DR DAYTON, OH 45415	S H P T O	JOB & FAMILY SERVIC 239 W MAIN STREET LANCASTER, OH 43130 Phone: 740-652-7889	

VENDOR PHONE N	UMBER VEN	DOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
			3358	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
02/20/2025	17550			JOB & FAMILY SERVICES
NOTES				

BOARD AND CARE

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	BOARD AND CARE	1.0	EACH	\$12,880.00	\$12,880.00

COUNTY AUDITOR'S CERTIFICATE		Total Ext. Price	\$12,880.00
It is hereby certified that the amount \$12,880.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the		Total Sales Tax	\$0.00
County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.		Total Freight	\$0.00
		Total Discount	\$0.00
Date: 02/20/2025	Carli L. Brown	Total Credit	\$0.00
3/18/2025	Auditor Fairfield County, OH	Purchase Order Total	\$12,880.00 232

Vendor Copy

Ohio Department of Job and Family Services

AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT

ADDENDA TO AGREEMENT

The following addendum sets forth the terms and conditions between the parties for services for children involved with the agency named below:

This Agreement is between Fairfield County Department of Job and Family Services, A Title IV-E Agency, hereinafter "Agency," whose address is:

Fairfield County Department of Job and Family Services 239 W Main St Lancaster, OH 43130

And Victory House LLC hereinafter "Provider," whose address is:

Victory House LLC 4276 Linchmere Dr Dayton, OH 45415

Collectively the "Parties".

Contract ID: 19409631

Originally Dated: 04/01/2024 to 03/31/2025

Ohio Department of Job and Family Services

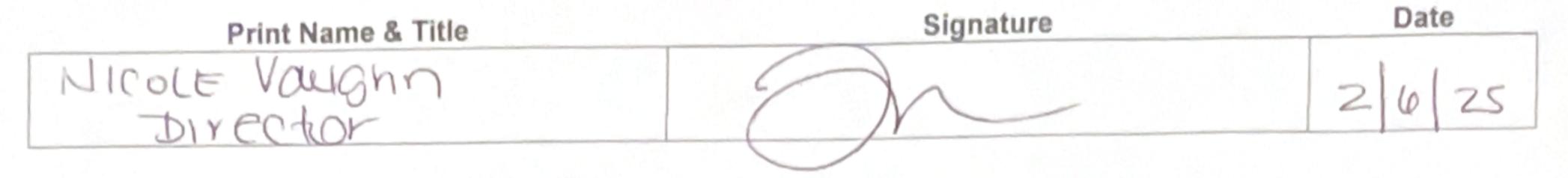
AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT

Addenda Number 1: Addenda Reason: Addenda Begin Date: Addenda End Date: Increased Amount: Article Name:

Addenda Reason Narrative: Addendum to include the below rate: Per diem \$540 -Maintenance \$255 -Administrative \$15 -1:1 \$270 Other 04/01/2024

SIGNATURE OF THE PARTIES

Provider: Victory House LLC



Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date



Contract ID: 19409631 Fairfield County Department of Job and Family Services / Victory House LLC 04/01/2024 - 03/31/2025 Page 3 of 3



A Contract regarding Addendum-Victory House between Job and Family Services and

Approved on 2/7/2025 12:17:44 PM by Sarah Fortner, Deputy Director

South Jota

Sarah Fortner Deputy Director

Approved on 2/7/2025 2:08:21 PM by Corey Clark, Director of Fairfield County Job & Family Services

GBCh_

Corey Clark, Director Fairfield County Job & Family Services

Prosecutor's Approval Page

Resolution No.

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Victory House LLC and Child Protective Services Department.

(Fairfield County Job and Family Services)

Approved as to form on 3/12/2025 3:01:23 PM by Steven Darnell,

Signature Page

Resolution No. 2025-03.18.n

A Resolution Regarding an Amendment for a Previously Approved Network Placement and Related Services Agreement between Victory House LLC and Child Protective Services

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

2025-03.18.0

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Reflections Group Home LLC.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with Reflections Group Home LLC 2720 Churchland Ave Dayton, OH 45406 and

WHEREAS, the purpose of the service agreement is to provide Network Placement and Related Services for children who are in the care and custody of the Agency; and

WHEREAS, this agreement shall be effective December 1st, 2024 through November 30th 2025; and

WHEREAS, a purchase order encumbering the funds for the services was acquired; and

WHEREAS, the Prosecuting Attorney has approved the agreement as to form.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, AND STATE OF OHIO:

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached Network Placement Service Agreement for Reflections Group Home LLC.

Prepared by: Morgan Fox cc: JFS / Fiscal Officer

ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.

A. Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
B. Goods and/or Services in excess of \$77,250.00 – competitively selected via a Request for Proposals, pursuant to R.C. 307.862
C. Dublic Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
F. The subject matter was exempt from competitive selection for the following reason(s):
 Under \$77,250.00 State Term #: (copy of State Term Contract must be attached) ODOT Term #: (See R.C. 5513.01) Professional Services (See the list of exempted occupations/services under R.C. 307.86) Emergency (Follow procedure under ORC 307.86(A)) Sole Source (attach documentation as to why contract is sole source)
7. Other:(cite to
authority or explain why matter is exempt from competitive bidding)
G. Agreement not subject to Sections A-F (explain):
H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
 No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on http://ffr.ohioauditor.gov/) Obtained 3 quotes for purchases under \$77,250.00 (as applicable) Purchase Order is included with Agreement
Signed this day of, 20
Morgan Fox, Fiscal Officer

Name and Title

* Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.*

Certified Search for Unresolved Findings for Recovery

OHIO AUDITOR OF STATE

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: , Organization: **Reflections Group Home** Date: **3/4/2025 2:53:50 PM**

This search produced the following list of **1** possible matches:

Name/Organization	Address
African Refugee Educational and Cultural Services	3800 Sullivant Avenue

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

88 East Broad Street Post Office Box 1140 Columbus, OH 43216-1140 (614) 466-4514

(800) 282-0370

Office of Auditor of State

Ohio Department of Children and Youth

AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between Fairfield County Department of Job and Family Services, a Title IV-E Agency, hereinafter "Agency", whose address is:

Fairfield County Department of Job and Family Services 239 W Main St Lancaster, OH 43130

and

Reflections Group Home LLC, hereinafter "Provider", whose address is:

Reflections Group Home LLC 2720 Churchland Ave Dayton, OH 45406

Collectively the "Parties".

Table of Contents

ATTACHMENTS TO THIS AGREEMENT	ARTICLE I. Section 1.01 Section 1.02 Section 1.03 ARTICLE II. ARTICLE II. ARTICLE IV. ARTICLE V. ARTICLE V. ARTICLE VI. ARTICLE VII. ARTICLE VII. ARTICLE XI. ARTICLE XI. ARTICLE XI. ARTICLE XII. ARTICLE XV. ARTICLE XV. ARTICLE XV. ARTICLE XV. ARTICLE XV. ARTICLE XV. ARTICLE XV. ARTICLE XV. ARTICLE XV. ARTICLE XX. ARTICLE XX. ARTICLE XX. ARTICLE XX. ARTICLE XX. ARTICLE XX. ARTICLE XX. ARTICLE XV. ARTICLE XXV. ARTICLE XXV. ARTICLE XXV. ARTICLE XXV. ARTICLE XXV. ARTICLE XXV. ARTICLE XX. ARTICLE XX. ARTICLE XX. ARTICLE XX. ARTICLE XX. ARTICLE XX. ARTICLE XX. ARTICLE XX. ARTICLE XX.	SCOPE OF PLACEMENT SERVICES FOR AGREEMENTS NOT COMPETITIVELY PROCURED FOR AGREEMENTS NOT COMPETITIVELY PROCURED EXHIBITS TERM OF AGREEMENT ORDER OF PRECEDENCE DEFINITIONS GOVERNING THIS AGREEMENT PROVIDER RESPONSIBILITIES AGENCY RESPONSIBILITIES INVOICING FOR PLACEMENT SERVICES REIMBURSEMENT FOR PLACEMENT SERVICES TERMINATION; BREACH AND DEFAULT RECORDS RETENTION_CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS PROVIDER ASSURANCES AND CERTIFICATIONS INDEPENDENT CONTRACTOR AUDITS AND OTHER FINANCIAL MATTERS GRIEVANCE/DISPUTE RESOLUTION PROCESS ATTACHMENTS/ADDENDA NOTICE CONSTRUCTION NO ASSURANCES CONFLICT OF INTEREST INSURANCE INDEMNIFICATION AND HOLD HARMLESS SCREENING AND SELECTION PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT FINDINGS FOR RECOVERY PUBLIC RECORDS CHILD SUPPORT ENFORCEMENT DECLARATION OF PROPERTY TAX DELINQUENCY SUBCONTRACTING AND DELEGATION PROPERTY OF AGENCY SEVERABILITY NO ADDITIONAL WAIVER IMPLIED COUNTRACTING AND VENUE

RECITALS

WHEREAS, the Agency is responsible under Ohio Revised Code (ORC) Title 51, Chapter <u>5153</u> for the provision of protective services for dependent, neglected, and abused children; and,

WHEREAS, the Agency is authorized under ORC Title 51, Chapter <u>5153.16</u> to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws in the State of Ohio or in the state where the Provider of services is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions; and is licensed, certified or approved to provide services to children and families in accordance with Ohio law or the state where the Provider of services is located.

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

Article I. SCOPE OF PLACEMENT SERVICES

In addition to the services described in Exhibit I-Scope of Work, Provider agrees to provide and shall provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services. If an Agreement and ICCA both exist, the Agreement supersedes.

See Attachment 3 for additional details.

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Requests for Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I- Scope of Work.

Section 1.03 EXHIBITS

The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- A. Exhibit I Scope of Work;
- B. Exhibit II Request for Proposals (if applicable);
- C. Exhibit III Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV Schedule A Rate Information.

Article II. TERM OF AGREEMENT

This Agreement is in effect from **12/01/2024** through **11/30/2025**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for ______ additional, _____ year terms not to exceed

years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

Article III. ORDER OF PRECEDENCE

This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes precedence over the Exhibit(s).

In the event there is an inconsistency between the Exhibit(s), the inconsistency shall be resolved in the following order:

- A. Exhibit I: Scope of Work; then
- B. Exhibit II: Request for Proposals (if applicable); then
- C. Exhibit III: Provider's Proposals (if applicable); then
- D. Exhibit IV: Title IV-E Schedule A Rate Information.

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement, attachments and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code (OAC) 5101:2-1-01 and any related cross-references.
- E. Aftercare Support, as defined, in rule 5101:2-1-01 the Administrative Code, is case management activities performed with or on behalf of a child/family, by the Qualified Residential Treatment Program (QRTP) as part of the required discharge plan developed by the permanency team for a minimum of six months from discharge.

Such activities are to include but are not limited to the following:

- 1. Minimum of monthly contact with child and family (Face-to-Face /Telephonic/Skype/etc.)
- 2. Linkage to community services.
- 3. Follow up with community service.
- 4. Documentation of the monthly contacts in the Residential Treatment Information System (RTIS).

When serving multiple children in the save family, the cost for non-Medicaid Aftercare Supports may be billed for only one child at the same time.

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e.,transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.

- C. Provider agrees to deliver aftercare support as described in Article IV.
- D. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- E. Provider agrees that all caregivers must be approved by the Agency.
- F. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
 - 1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
 - 2. The Monthly Progress Report will include the following medical related information:
 - a. Service type (i.e. medical, dental, vision, etc.);
 - b. Date(s) of service;
 - c. Reason for visit (i.e. routine, injury, etc.);
 - d. Practitioner name, address and contact number;
 - e. Name of hospital, practice, urgent care, etc.;
 - f. Prescribed medications and dosages;
 - g. Date(s) medication(s) were prescribed or changed; and
 - h. Changes to medications.
- G. Placement changes, emergency or non-emergency, are to only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- H. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- I. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs (DCY 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

- 1. Absent Without Leave (AWOL);
- 2. Child Alleging Physical or Sexual Abuse / Neglect;
- 3. Death of Child;

J.

- 4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
- 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
- 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
- 7. School Expulsion / Suspension (formal action by school);
- 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
- 9. Victim of assault, neglect, physical or sexual abuse; and
- 10. The filing of any law enforcement report involving the child.
- The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
 - 1. When physical restraint is used/applied; and
 - 2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

- K. Documentation of the emergency and non-emergency incidents as identified in "I and J" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- L. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- M. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- N. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- O. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of <u>OAC 5101:2-42-67</u> as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- P. The Provider agrees to provide Independent Living Services as set forth in accordance with <u>OAC 5101:2-42-19</u> for all children age fourteen (14) and above.
- Q. When applicable, due to the Provider being part of a managed care agreement as defined in <u>OAC 5101:2-1-01</u>, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule <u>OAC 5101:2-42-65</u> of the Ohio Administrative Code.
- R. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- S. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to <u>OAC 5101:2-5-33</u>, <u>OAC 5101:2-9-02</u> or <u>OAC 5101:2-9-03</u> has been completed.
- T. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- U. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- V. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- W. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- X. The Provider agrees to adhere to the following Medical/Medication guidelines:
 - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 - 2. To comply with the medical consent process as identified by Agency;
 - 3. Only the Agency can give permission for the administering or change (addition or elimination) of

psychotropic medication and its ongoing management; and

- 4. Provide an initial placement medical screening within five working days of child's placement into a placement resource under the Provider's operation and/or oversight.
- Y. To arrange for required health care/medical examinations within time frames required by <u>OAC 5101:2-42-66.1</u> and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Z. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- AA. The Provider will immediately notify the Agency:
 - 1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
 - 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
 - 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rule violation.
 - 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

See Attachment 2 for additional details.

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule <u>OAC 5101:2-42-65</u> of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7)

calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).

- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
 - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
 - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
 - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with <u>OAC</u> <u>5101:2-42-90</u>.Prior to a child's placement in alternative care or respite, <u>OAC 5101:2-42-90</u> (D) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
 - 1. Provider's name, address, telephone number, email address, fax number if available, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
 - 2. Billing date and the billing period.
 - 3. Name of child, date of birth of child, and the child's Ohio Child Welfare Information System (Ohio CWIS) person I.D. number.
 - 4. Admission date and discharge date, if available.
 - 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
 - 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - a. Case Management; allowable administration cost;
 - b. Transportation, allowable maintenance cost;
 - c. Transportation; allowable administration cost;
 - d. Other Direct Services; allowable maintenance cost;
 - e. Behavioral health care; non-reimbursable cost; and
 - f. Other costs (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/ non-reimbursable cost.
- B. If Provider is an enrolled provider of Medicaid, Provider shall seek reimbursement for aftercare support provided to children through Medicaid. If a child is an open client with the QRTP the following services or activities may be billed to Medicaid as medically necessary. Aftercare support provided that is not available for Medicaid reimbursement shall be billed to the Agency. If Provider is not enrolled on Medicaid, reimbursement for aftercare support provided shall be billed to the Agency. Aftercare support provided to children who are not enrolled on Medicaid shall be invoiced to the Agency less any private insurance / third-party payor reimbursement obtained by Provider. Rates for aftercare support billed to the Agency shall be consistent with the prevailing Medicaid rate for Community Psychiatric Supportive Treatment (CPST) at the most recent version of which may be found at: Manuals and Rates (ohio.gov). If the parties agree to not use the Medicaid rates, an "Agreement for Title IV-E Agencies for the Provision of Non-Placement Services" will need to be created, and the negotiated rates will be

displayed on the Schedule B.

C. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$500,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
 - 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
 - 2. Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

See Attachment 1 for additional details.

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon of the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
 - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Children and Youth (DCY), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.
- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.

- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
 - 1. Ensure the security and confidentiality of data;
 - 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
 - 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
 - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
 - b. Firewall protection;
 - c. Encryption of electronic data while in transit from Provider networks to external networks;
 - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
 - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
 - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Provider discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency.

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

Provider shall comply with all of the following including but not limited to:

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with <u>ORC 2151.86</u>, <u>ORC 5103.0328</u>, <u>ORC 5103.0319</u> and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76,Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.

- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
 - 1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
 - 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
 - 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider certifies that it is in compliance with all applicable federal and State laws and regulations governing fair labor and employment practices.
- K. Provider further agrees to comply with <u>OAC 5101:9-2-01</u> and <u>OAC 5101:9-2-05(A)(4)</u>, as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, <u>OAC 5101:9-4-07</u> and <u>OAC 5101:2-47-23.1</u>.

Article XII. INDEPENDENT CONTRACTOR

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered in accordance with this Agreement.

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with <u>ORC</u> <u>5103.0323.</u>
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in <u>OAC 5101:2-47-26.2</u> to DCY. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with <u>OAC 5101:2-47-26.2</u>. The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with <u>ORC 5101.11</u>, <u>ORC 5101.14</u>, and <u>OAC 5101:2-47-01</u>.
- E. Upon request from the Agency, the Provider shall submit a copy of the DCY 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
 - 1. <u>OAC 5101:2-47-11</u>: "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
 - 2. <u>OAC 5101:2-47-26.1</u>: "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
 - 3. OAC 5101:2-47-26.2: "Cost Report Agreed Upon Procedures Engagement".
 - 4. DCY 02911 Single Cost Report Instructions.
 - 5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
 - 6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
 - 7. 2 CFR part 200.501, Audit Requirements.

Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:

- 1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
- 2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
- 3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

Article XV. ATTACHMENTS/ADDENDA

This Agreement, Attachments, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written Addendum signed by both parties; however, it is agreed by the parties that any Addenda to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written Addenda. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of

execution of this Agreement will be incorporated into this Agreement by written Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum to this Agreement is prospective in nature.

Article XVI. NOTICE

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail, postage pre-paid:

if to Agency, to	Fairfield County Department of Job and Family Services 239 W Main St Lancaster, OH 43130
if to Provider, to	Reflections Group Home LLC 2720 Churchland Ave Dayton, OH 45406

Article XVII. CONSTRUCTION

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

Article XVIII. NO ASSURANCES

- A. Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.
- B. This Agreement, Attachments, and all Exhibits embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by both the parties.

Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with <u>ORC 102.03</u>, <u>ORC 102.04</u>, <u>ORC 2921.42</u>, <u>ORC 2921.43</u>.
- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective

county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

Article XX. INSURANCE

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement.

Provider agrees to procure and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:
 - 1. Additional insured endorsement;
 - 2. Product liability;
 - 3. Blanket contractual liability;
 - 4. Broad form property damage;
 - 5. Severability of interests;
 - 6. Personal injury; and
 - 7. Joint venture as named insured (if applicable).

Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.

- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
 - 1. Additional insured endorsement;
 - 2. Pay on behalf of wording;
 - 3. Concurrency of effective dates with primary;
 - 4. Blanket contractual liability;
 - 5. Punitive damages coverage (where not prohibited by law);
 - 6. Aggregates: apply where applicable in primary;
 - 7. Care, custody and control follow form primary; and
 - 8. Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

- E. Workers' Compensation insurance at the statutory limits required by ORC.
- F. The Provider further agrees with the following provisions:
 - 1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
 - 2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
 - 3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
 - 4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
 - 5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
 - 6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
 - 7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
 - 8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
 - 9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
 - 10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
 - 11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
 - 12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s') employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.
- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

- A. Criminal Record Check
 - 1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
 - 2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
 - 3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in <u>ORC 5153.111(B)(1)</u>, <u>ORC 2919.24</u>, and <u>ORC 2151.86</u>, and <u>OAC Chapters 5101:2-5</u>, 5101:2-7, 5101:2-9, 5101:2-48.
 - 4. Provider agrees to be financially responsible for any of the following requirements in <u>OAC Chapters</u> <u>5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48</u> resulting in financial penalty due to lack of compliance with the criminal records checks.
- B. Transportation of Child
 - 1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
 - a. Maintenance of a current valid driver's license and vehicle insurance.
 - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in <u>ORC 4511.81.</u>
 - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
 - 2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - a. The individual has a condition which would affect safe operation of a motor vehicle;
 - b. The individual has six (6) or more points on his/her driver's license; or
 - c. The individual has been convicted of, or pleaded guilty to, a violation of section <u>4511.19</u> (Operating

vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

- C. Rehabilitation
 - 1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of <u>OAC 5101:2-07-02(I)</u> as follows:
 - a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of <u>OAC 5101:2-7-02</u> have been met.
 - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with <u>OAC 5101:2-5-09</u> have been met.
 - 2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.
- D. Verification of Job or Volunteer Application:

Provider shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in <u>OAC 5101:2-7-09</u>, <u>OAC 5101:2-9-21</u>, and <u>OAC 5101:2-9-22</u>

Article XXIV. FINDINGS FOR RECOVERY

<u>ORC 9.24</u> prohibits public agencies from awarding an Agreement for goods, services, or construction paid for in whole or in part from federal, state and local funds, to an entity against whom a finding for recovery has been issued if the finding is unresolved. By entering into this Agreement, Provider warrants and represents that they do not have an unresolved finding for recovery. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be issued such finding by the Auditor of the State.

Article XXV. PUBLIC RECORDS

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall make available the Agreement and all public records generated as a result of this Agreement.

Article XXVI. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in <u>ORC Chapters 3119</u>, <u>3121</u>, <u>3123</u>, and <u>3125</u>.

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with <u>ORC 5719.042</u>. Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

Article XXVIII. SUBCONTRACTING AND DELEGATION

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

Article XXIX. PROPERTY OF AGENCY

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

Article XXX. SEVERABILITY

If any term of this Agreement or its application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the same provision or condition. Waivers shall not be effective unless in writing.

Article XXXII. COUNTERPARTS

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of

which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall be a binding signature and carry the same legal force as the original.

Article XXXIII. APPLICABLE LAW AND VENUE

This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

ATTACHMENT

Attachment One.

Reason: Article Section: Article VIII - Reimbursement for Placement Services Detail: Article VIII

ITEM B

Agency agrees to pay Provider on the basis of a daily per diem (identified in Schedule A of this agreement) for the placement for each child, as identified by each child's current Level of Care (LOC). The LOC will be agreed upon at the time of placement. The Agency and Provider may request a re-evaluation of the child's LOC at any time in order to best meet the child's identified needs.

ITEM D

Agency agrees to provide a one-time initial clothing authorization of up to \$150.00 for children ten and under and up to \$250 for children over the age of ten. If the child is under ten and wearing adult sizes, the authorization will be for \$250.00. Any purchases beyond this must be due to extenuating circumstances and approved in writing, in advance of the purchase. Routine clothing needs are considered part of maintenance and will not be paid or reimbursed by Agency.

ITEM E

If a child goes on any form of unpaid leave and is reasonably expected to return to the same placement, Agency may pay for up to seven (7) consecutive nights of leave. In order for Agency to pay for such leave, Provider (including foster parents, if applicable) must agree to remain available for regular services and needed support during such leave. Leave beyond seven (7) days will not be paid unless extenuating circumstances exist, and both Agency and Provider agree to payment terms in advance, in writing.

Regardless of length, Agency will not pay Provider for any leave during which payment is being made to another provider, nor for leave where the child is in a paid or unpaid alternative placement outside of Provider's network due to a lack of placement availability with Provider. Any deviation from this must be agreed to in advance, in writing, by both Agency and Provider.

ITEM G

In any instance where payment cannot be made within 30 days, Agency will make every effort to ensure Provider is paid within 45 days, and is made aware in advance if this is not possible.

Item F

Medicaid/Insurance

Upon receipt of formal documentation, FCCPS will submit to Service Provider Medicaid/insurance numbers for children in FCCPS custody, as applicable. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of FCCPS. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third party payor for medical services rendered to children in FCCPS custody. FCCPS will not pay for the provision of any medical services to children in FCCPS Deputy Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.

In situations where the Service Provider does not possess a Medicaid/insurance number or other information required to bill an alternative source for services provided to children in the custody of FCCPS, the Service Provider must take the following actions.

A. The Service Provider will contact the Finance Department at (740)652-7703 or (740)652-7816 for assistance with resolving Medicaid/insurance number issues.

B. Within thirty (30) days if an invoice from a healthcare provider for services rendered to a child in FCCPS custody, the Service Provider should forward the invoice to the FCCPS Finance Department at: Fairfield County Job and Family Services-Protective Services, 239 West Main St., Lancaster, OH 43130 or fax such invoice to the FCCPS

Finance Department at (740)-687-7070. Failure to forward this invoice to FCCPS within thirty (30)days will constitute a waiver of any claim against FCCPS for payment of the invoice. If the Service Provider receives additional notices regarding the invoice, the Service Provider must contact the FCCPS Finance Department at (740)-652-7816 or (740)652-7703 to confirm that FCCPS received the initial invoice and to obtain the status of payment arrangements. The Service Provider SHALL NOT pay the invoice and expect or request reimbursement from FCCPS without the prior written approval of FCCPS.

C. If a child who is in custody of FCCPS requires pharmaceutical supplies, Service Provider must obtain the supplies from a pharmacy that accepts Medicaid/insurance payments.

FCCPS retains the right to recoup funds from the Service Provider upon the determination that third party funds are duplicative (in the aggregate) of FCCPS payments to the Service Provider, or in the event that the Service Provider fails to properly credit any and all such third party payments. Relative to recouping funds, FCCPS may withhold from subsequent reimbursement to the Service Provider an amount equal to any un-credited or duplicate third party payments. For purposes of this paragraph, "third party" includes, but is not limited to , Medicaid and private insurance companies.

The Service Provider shall obtain and provide a written estimate for any non-routine, non-emergency, or out-ofnetwork medical and dental expenses to FCCPS along with the written recommendation of the physician or dentist. The Service Provider is not permitted to deliver or authorize any health/dental care or treatment services (including, but not limited to, mental health services), without the prior written consent of the FCCPS Deputy Director or authorized designee (see Consent for Medical Treatment letter).

Attachment Two.

Reason: Article Section: Article V - Provider Responsibilities Detail: Article V

ITEM A

Provider is responsible for ensuring transportation services are in place for all case-related activities and routine needs. If extenuating circumstances exist and provider is not able to utilize its own resources to ensure coverage, Provider must notify Agency in advance of the transportation need, and coordinate with Agency to arrange needed transportation. Provider should bring any extraordinary travel needs to the attention of Agency so both parties can ensure proper coverage and explore potential compensation for needed transportation services.

ITEM B

Progress reports, demonstration completion of monthly activities as required by Ohio Administrative Code, will be submitted on a monthly basis, by no later than the 20th calendar day of the following month.

ITEMS D, E, & F

After-Hours/On-Call Process

Provider shall notify Agency of any items identified in Article V, according to the following options: For calls during business hours (Monday through Friday, from 8:00 a.m. to 4:00 p.m., excluding holidays), Provider shall call (740) 652-7854 and inform the operator of the need to urgently speak to casework staff. For calls outside of business hours, Provider shall call (740)808-0009 or (740)808-0982 in order to notify Agency's On-Call staff member of the urgent situation.

Insert new item - ITEM S

Provider will ensure access to Normalcy activities, based upon the developmental, social, and emotional functioning of each child placement.

Insert new item - ITEM T

All Provider staff, and foster caregivers when applicable, should seek and receive prior authorization from Agency for any type of non-routine medical care or medication needs. This includes, but is not limited to: major medical treatment, medical procedures, surgery, implementation of or change in psychotropic medications, and any other medical intervention that carries a high risk of side effects, impairment, or harm. Routine well visits and treatment for typical childhood illnesses will not require such prior authorization.

In the event of an emergency, the child should be taken to the nearest medical facility.

Attachment Three.

Reason: Article Section: Article I - Scope of Placement Services Detail: Article I SECTIONS 1.02 & 1.03, References to Exhibit I Article I, Item A ('Scope of Placement Services') will serve as Exhibit I. al facility for prompt treatment. As soon as possible, Agency shall be contacted, according to the process outlined in the addendum to Article V.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

SIGNATURES OF PARTIES:

Provider: Reflections Group Home LLC

Print Name & Title	Signature	Date
Kristin Draper, Director	K. Draper	3/04/2025

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information Agency: Fairfield County Department of Job and Family Services Provider / ID: Reflections Group Home LLC / 27982920

Run Date: 02/10/2025 Contract Period: 12/01/2024 - 11/30/2025

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transporation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Group Home 1 (20958)	7640963			\$327.00	\$33.00							\$360.00	12/01/2024	11/30/2025
Group Home 1 (20958)	7640963			\$429.00	\$21.00							\$450.00	12/01/2024	11/30/2025
Group Home 2 (20974)	7655463			\$327.00	\$33.00							\$360.00	12/01/2024	11/30/2025
Group Home 2 (20974)	7655463			\$479.00	\$21.00							\$500.00	12/01/2024	11/30/2025
Group Home 2 (20974)	7655463			\$529.00	\$21.00				\$100.00			\$650.00	12/01/2024	11/30/2025
Group Home 2 (20974)	7655463			\$529.00	\$21.00							\$550.00	12/01/2024	11/30/2025
Group Home 2 (20974)	7655463			\$579.00	\$21.00							\$600.00	12/01/2024	11/30/2025
Group Home 3 (20986)	7658764			\$327.00	\$33.00							\$360.00	12/01/2024	11/30/2025
Group Home 3 (20986)	7658764			\$779.00	\$21.00							\$800.00	12/01/2024	11/30/2025



A Contract regarding Reflections Group Home between Job and Family Services and

Approved on 3/5/2025 8:10:31 AM by Sarah Fortner, Deputy Director

South Jota

Sarah Fortner Deputy Director

Approved on 3/5/2025 1:00:18 PM by Corey Clark, Director of Fairfield County Job & Family Services

GBCh_

Corey Clark, Director Fairfield County Job & Family Services

01.2018 COST ANALYSIS:

For foster care placement, network providers have Title IV-E reimbursement ceilings, and Fairfield County rates have typically been below the state negotiated ceilings. Historically, the traditional, daily rate is less than \$225.

The review and evaluation of the separate cost elements and proposed profit would include an evaluation of special considerations and special needs, as there are cases which would be reviewed independently based on extraordinary factors. If the rate was more than \$225 per day, it is expected that there would be extraordinary, case specific needs, knowing what we know about the market in our area.

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3/18/2025

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A WARNING

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Purchase Order

Page: 1 of 1

Carrí L. Brown, PhD, MBA, CGFM Fairfield County Auditor

210 East Main Street

Lancaster, Ohio 43130

Revisions: 002

Fiscal Year 2025

Purchase Order #

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

25001992 - 02

273

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

T O JOB & FAMILY SERVICES VENDOR S H **KRISTIN DRAPER** 239 W MAIN STREET **REFLECTIONS GROUP HOME** Î P LANCASTER, OH 43130 5056 GALILEO AVENUE Phone: 740-652-7889 DAYTON, OH 45426 T O

VENDOR PHONE NUMBER		DOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
			2095	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
01/01/2025	17201			JOB & FAMILY SERVICES
NOTES				

BOARD AND CARE

JOB & FAMILY SERVICES

239 W MAIN STREET

LANCASTER, OH 43130 Phone: 740-652-7889

В

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The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MODIFIED: BOARD AND CARE	1.0	EACH	\$135,000.00	\$135,000.00

0/40/2025	Auditor Fairfield County, OH	Purchase Order Total	\$135,000.00
Date: 01/01/2025	Carri L. Brown	Total Credit	\$0.00
		Total Discount	\$0.00
certification now outstanding.	collection to the credit of the submitted Fund(s) free from any obligation or	Total Freight	\$0.00
expenditure, for the above, has been	\$135,000.00 required to meet the contract, agreement, obligation, payment or an lawfully appropriated, authorized or directed for such purpose and is in the	Total Sales Tax	\$0.00
COUNTY AUDITOR'S CERTIFICAT	E	Total Ext. Price	\$135,000.00

3/18/2025

Auditor Fairfield County, OH

Vendor Copy

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Reflections Group Home LLC.

(Fairfield County Job and Family Services)

Approved as to form on 3/12/2025 3:18:23 PM by Steven Darnell,

Signature Page

Resolution No. 2025-03.18.0

A Resolution Authorizing the Approval of a Service Agreement by and Between Fairfield County Job & Family Services, Child Protective Services Division and Reflections Group Home LLC

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

2025-03.18.p

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Ohio Teaching Family Association

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with Ohio Teaching Family Association 4020 Westerville Swanton Rd 300 Swanton, OH 43558 and

WHEREAS, the purpose of the service agreement is to provide Network Placement and Related Services for children who are in the care and custody of the Agency; and

WHEREAS, this agreement shall be effective April 1^{st} , 2025 through March 31^{st} 2026; and

WHEREAS, a purchase order encumbering the funds for the services was acquired; and

WHEREAS, the Prosecuting Attorney has approved the agreement as to form.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, AND STATE OF OHIO:

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached Network Placement Service Agreement for Ohio Teaching Family Association.

Prepared by: Morgan Fox cc: JFS / Fiscal Officer

ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.

A. Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
B. Goods and/or Services in excess of \$77,250.00 – competitively selected via a Request for Proposals, pursuant to R.C. 307.862
C. Dublic Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
F. The subject matter was exempt from competitive selection for the following reason(s):
 Under \$77,250.00 State Term #: (copy of State Term Contract must be attached) ODOT Term #: (See R.C. 5513.01) Professional Services (See the list of exempted occupations/services under R.C. 307.86) Emergency (Follow procedure under ORC 307.86(A)) Sole Source (attach documentation as to why contract is sole source)
7. Other:(cite to
authority or explain why matter is exempt from competitive bidding)
G. 🗌 Agreement not subject to Sections A-F (explain):
H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
 No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on http://ffr.ohioauditor.gov/) Obtained 3 quotes for purchases under \$77,250.00 (as applicable) Purchase Order is included with Agreement
Signed this day of, 20
Morgan Fox, Fiscal Officer

Name and Title

* Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.*

Certified Search for Unresolved Findings for Recovery

OHIO AUDITOR OF STATE

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,

Organization: Ohio Teaching Family Association Date: 3/3/2025 9:13:54 AM

This search produced the following list of **6** possible matches:

Name/Organization	Address
Mohiuddin, Leah	1665 Saffron Drive
Northern Ohio Rural Water Board Members	
Ohio Plan Risk Management, Inc.	P.O. Box 2083
Ohio Works First Program, Prevention, Retention and Contingency	
Somali Bantu (Youth Community of Ohio)	3823 Sullivant Avenue
Southern Ohio Academy	522 Glenwood Ave

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

Office of Auditor of State 88 East Broad Street Post Office Box 1140 Columbus, OH 43216-1140

> (614) 466-4514 (800) 282-0370

Ohio Department of Children and Youth

AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between Fairfield County Department of Job and Family Services, a Title IV-E Agency, hereinafter "Agency", whose address is:

Fairfield County Department of Job and Family Services 239 W Main St Lancaster, OH 43130

and

Ohio Teaching Family Association, hereinafter "Provider", whose address is:

Ohio Teaching Family Association 4020 Waterville Swanton Rd 300 Swanton, OH 43558

Collectively the "Parties".

Table of Contents

_	SCOPE OF PLACEMENT SERVICES FOR AGREEMENTS COMPETITIVELY PROCURED FOR AGREEMENTS NOT COMPETITIVELY PROCURED EXHIBITS TERM OF AGREEMENT ORDER OF PRECEDENCE DEFINITIONS GOVERNING THIS AGREEMENT PROVIDER RESPONSIBILITIES AGENCY RESPONSIBILITIES INVOICING FOR PLACEMENT SERVICES REIMBURSEMENT FOR PLACEMENT SERVICES TERMINATION; BREACH AND DEFAULT RECORDS RETENTION.CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS PROVIDER ASSURANCES AND CERTIFICATIONS INDEPENDENT CONTRACTOR AUDITS AND OTHER FINANCIAL MATTERS GRIEVANCE/DISPUTE RESOLUTION PROCESS ATTACHMENTS/ADDENDA NOTICE CONSTRUCTION NO ASSURANCES CONFLICT OF INTEREST INSURANCE INDEMNIFICATION AND HOLD HARMLESS SCREENING AND SELECTION PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT FINDINGS FOR RECOVERY PUBLIC RECORDS CHILD SUPPORT ENFORCEMENT DECLARATION OF PROPERTY TAX DELINQUENCY SUBCONTRACTING AND DELEGATION PROPERTY OF AGENCY SEVERABILITY NO ADDITIONAL WAIVER IMPLIED COUNTERPARTS
ATTACHMENTS TO THIS AGREEMENT	

RECITALS

WHEREAS, the Agency is responsible under Ohio Revised Code (ORC) Title 51, Chapter <u>5153</u> for the provision of protective services for dependent, neglected, and abused children; and,

WHEREAS, the Agency is authorized under ORC Title 51, Chapter <u>5153.16</u> to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws in the State of Ohio or in the state where the Provider of services is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions; and is licensed, certified or approved to provide services to children and families in accordance with Ohio law or the state where the Provider of services is located.

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

Article I. SCOPE OF PLACEMENT SERVICES

In addition to the services described in Exhibit I-Scope of Work, Provider agrees to provide and shall provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services. If an Agreement and ICCA both exist, the Agreement supersedes.

See Attachment 3 for additional details.

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Requests for Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I- Scope of Work.

Section 1.03 EXHIBITS

The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- A. Exhibit I Scope of Work;
- B. Exhibit II Request for Proposals (if applicable);
- C. Exhibit III Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV Schedule A Rate Information.

Article II. TERM OF AGREEMENT

This Agreement is in effect from **04/01/2025** through **03/31/2026**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for ______ additional, ______ year terms not to exceed

years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

Article III. ORDER OF PRECEDENCE

This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes precedence over the Exhibit(s).

In the event there is an inconsistency between the Exhibit(s), the inconsistency shall be resolved in the following order:

- A. Exhibit I: Scope of Work; then
- B. Exhibit II: Request for Proposals (if applicable); then
- C. Exhibit III: Provider's Proposals (if applicable); then
- D. Exhibit IV: Title IV-E Schedule A Rate Information.

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement, attachments and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code (OAC) 5101:2-1-01 and any related cross-references.
- E. Aftercare Support, as defined, in rule 5101:2-1-01 the Administrative Code, is case management activities performed with or on behalf of a child/family, by the Qualified Residential Treatment Program (QRTP) as part of the required discharge plan developed by the permanency team for a minimum of six months from discharge.

Such activities are to include but are not limited to the following:

- 1. Minimum of monthly contact with child and family (Face-to-Face /Telephonic/Skype/etc.)
- 2. Linkage to community services.
- 3. Follow up with community service.
- 4. Documentation of the monthly contacts in the Residential Treatment Information System (RTIS).

When serving multiple children in the save family, the cost for non-Medicaid Aftercare Supports may be billed for only one child at the same time.

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e.,transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.

- C. Provider agrees to deliver aftercare support as described in Article IV.
- D. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- E. Provider agrees that all caregivers must be approved by the Agency.
- F. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
 - 1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
 - 2. The Monthly Progress Report will include the following medical related information:
 - a. Service type (i.e. medical, dental, vision, etc.);
 - b. Date(s) of service;
 - c. Reason for visit (i.e. routine, injury, etc.);
 - d. Practitioner name, address and contact number;
 - e. Name of hospital, practice, urgent care, etc.;
 - f. Prescribed medications and dosages;
 - g. Date(s) medication(s) were prescribed or changed; and
 - h. Changes to medications.
- G. Placement changes, emergency or non-emergency, are to only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- H. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- I. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs (DCY 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

- 1. Absent Without Leave (AWOL);
- 2. Child Alleging Physical or Sexual Abuse / Neglect;
- 3. Death of Child;

J.

- 4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
- 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
- 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
- 7. School Expulsion / Suspension (formal action by school);
- 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
- 9. Victim of assault, neglect, physical or sexual abuse; and
- 10. The filing of any law enforcement report involving the child.
- The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
 - 1. When physical restraint is used/applied; and
 - 2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

- K. Documentation of the emergency and non-emergency incidents as identified in "I and J" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- L. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- M. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- N. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- O. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of <u>OAC 5101:2-42-67</u> as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- P. The Provider agrees to provide Independent Living Services as set forth in accordance with <u>OAC 5101:2-42-19</u> for all children age fourteen (14) and above.
- Q. When applicable, due to the Provider being part of a managed care agreement as defined in <u>OAC 5101:2-1-01</u>, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule <u>OAC 5101:2-42-65</u> of the Ohio Administrative Code.
- R. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- S. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to <u>OAC 5101:2-5-33</u>, <u>OAC 5101:2-9-02</u> or <u>OAC 5101:2-9-03</u> has been completed.
- T. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- U. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- V. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- W. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- X. The Provider agrees to adhere to the following Medical/Medication guidelines:
 - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 - 2. To comply with the medical consent process as identified by Agency;
 - 3. Only the Agency can give permission for the administering or change (addition or elimination) of

psychotropic medication and its ongoing management; and

- 4. Provide an initial placement medical screening within five working days of child's placement into a placement resource under the Provider's operation and/or oversight.
- Y. To arrange for required health care/medical examinations within time frames required by <u>OAC 5101:2-42-66.1</u> and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Z. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- AA. The Provider will immediately notify the Agency:
 - 1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
 - 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
 - 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rule violation.
 - 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

See Attachment 2 for additional details.

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule <u>OAC 5101:2-42-65</u> of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7)

calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).

- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
 - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
 - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
 - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with <u>OAC</u> <u>5101:2-42-90</u>. Prior to a child's placement in alternative care or respite, <u>OAC 5101:2-42-90 (D)</u> requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
 - 1. Provider's name, address, telephone number, email address, fax number if available, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
 - 2. Billing date and the billing period.
 - 3. Name of child, date of birth of child, and the child's Ohio Child Welfare Information System (Ohio CWIS) person I.D. number.
 - 4. Admission date and discharge date, if available.
 - 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
 - 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - a. Case Management; allowable administration cost;
 - b. Transportation, allowable maintenance cost;
 - c. Transportation; allowable administration cost;
 - d. Other Direct Services; allowable maintenance cost;
 - e. Behavioral health care; non-reimbursable cost; and
 - f. Other costs (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/ non-reimbursable cost.
- B. If Provider is an enrolled provider of Medicaid, Provider shall seek reimbursement for aftercare support provided to children through Medicaid. If a child is an open client with the QRTP the following services or activities may be billed to Medicaid as medically necessary. Aftercare support provided that is not available for Medicaid reimbursement shall be billed to the Agency. If Provider is not enrolled on Medicaid, reimbursement for aftercare support provided shall be billed to the Agency. Aftercare support provided to children who are not enrolled on Medicaid shall be invoiced to the Agency less any private insurance / third-party payor reimbursement obtained by Provider. Rates for aftercare support billed to the Agency shall be consistent with the prevailing Medicaid rate for Community Psychiatric Supportive Treatment (CPST) at the most recent version of which may be found at: Manuals and Rates (ohio.gov). If the parties agree to not use the Medicaid rates, an "Agreement for Title IV-E Agencies for the Provision of Non-Placement Services" will need to be created, and the negotiated rates will be

displayed on the Schedule B.

C. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$500,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
 - 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
 - 2. Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

See Attachment 1 for additional details.

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon of the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
 - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Children and Youth (DCY), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.
- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.

- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
 - 1. Ensure the security and confidentiality of data;
 - 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
 - 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
 - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
 - b. Firewall protection;
 - c. Encryption of electronic data while in transit from Provider networks to external networks;
 - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
 - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
 - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Provider discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency.

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

Provider shall comply with all of the following including but not limited to:

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with <u>ORC 2151.86</u>, <u>ORC 5103.0328</u>, <u>ORC 5103.0319</u> and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76,Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.

- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
 - 1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
 - 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
 - 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider certifies that it is in compliance with all applicable federal and State laws and regulations governing fair labor and employment practices.
- K. Provider further agrees to comply with <u>OAC 5101:9-2-01</u> and <u>OAC 5101:9-2-05(A)(4)</u>, as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, <u>OAC 5101:9-4-07</u> and <u>OAC 5101:2-47-23.1</u>.

Article XII. INDEPENDENT CONTRACTOR

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered in accordance with this Agreement.

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with <u>ORC</u> <u>5103.0323</u>.
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in <u>OAC 5101:2-47-26.2</u> to DCY. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with <u>OAC 5101:2-47-26.2</u>. The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with <u>ORC 5101.11</u>, <u>ORC 5101.14</u>, and <u>OAC 5101:2-47-01</u>.
- E. Upon request from the Agency, the Provider shall submit a copy of the DCY 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
 - 1. <u>OAC 5101:2-47-11</u>: "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
 - <u>OAC 5101:2-47-26.1</u>: "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
 - 3. OAC 5101:2-47-26.2: "Cost Report Agreed Upon Procedures Engagement".
 - 4. DCY 02911 Single Cost Report Instructions.
 - 5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
 - 6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
 - 7. 2 CFR part 200.501, Audit Requirements.

Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:

- 1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
- 2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
- 3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

Article XV. ATTACHMENTS/ADDENDA

This Agreement, Attachments, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written Addendum signed by both parties; however, it is agreed by the parties that any Addenda to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written Addenda. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of

execution of this Agreement will be incorporated into this Agreement by written Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum to this Agreement is prospective in nature.

Article XVI. NOTICE

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail, postage pre-paid:

if to Agency, to	Fairfield County Department of Job and Family Services 239 W Main St Lancaster, OH 43130
if to Provider, to	Ohio Teaching Family Association 4020 Waterville Swanton Rd 300 Swanton, OH 43558

Article XVII. CONSTRUCTION

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

Article XVIII. NO ASSURANCES

- A. Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.
- B. This Agreement, Attachments, and all Exhibits embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by both the parties.

Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with <u>ORC 102.03</u>, <u>ORC 102.04</u>, <u>ORC 2921.42</u>, <u>ORC 2921.43</u>.
- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective

county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

Article XX. INSURANCE

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement.

Provider agrees to procure and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:
 - 1. Additional insured endorsement;
 - 2. Product liability;
 - 3. Blanket contractual liability;
 - 4. Broad form property damage;
 - 5. Severability of interests;
 - 6. Personal injury; and
 - 7. Joint venture as named insured (if applicable).

Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.

- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
 - 1. Additional insured endorsement;
 - 2. Pay on behalf of wording;
 - 3. Concurrency of effective dates with primary;
 - 4. Blanket contractual liability;
 - 5. Punitive damages coverage (where not prohibited by law);
 - 6. Aggregates: apply where applicable in primary;
 - 7. Care, custody and control follow form primary; and
 - 8. Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

- E. Workers' Compensation insurance at the statutory limits required by ORC.
- F. The Provider further agrees with the following provisions:
 - 1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
 - 2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
 - 3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
 - 4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
 - 5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
 - 6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
 - 7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
 - 8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
 - 9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
 - 10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
 - 11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
 - 12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s') employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.
- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

- A. Criminal Record Check
 - 1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
 - 2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
 - 3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in <u>ORC 5153.111(B)(1)</u>, <u>ORC 2919.24</u>, and <u>ORC 2151.86</u>, and <u>OAC Chapters 5101:2-5</u>, 5101:2-7, 5101:2-9, 5101:2-48.
 - 4. Provider agrees to be financially responsible for any of the following requirements in <u>OAC Chapters</u> <u>5101:2-5</u>, <u>5101:2-7</u>, <u>5101:2-9</u> and <u>5101:2-48</u> resulting in financial penalty due to lack of compliance with the criminal records checks.
- B. Transportation of Child
 - 1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
 - a. Maintenance of a current valid driver's license and vehicle insurance.
 - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in <u>ORC 4511.81.</u>
 - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
 - 2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - a. The individual has a condition which would affect safe operation of a motor vehicle;
 - b. The individual has six (6) or more points on his/her driver's license; or
 - c. The individual has been convicted of, or pleaded guilty to, a violation of section <u>4511.19</u> (Operating

vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

- C. Rehabilitation
 - 1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of <u>OAC 5101:2-07-02(I)</u> as follows:
 - a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of <u>OAC 5101:2-7-02</u> have been met.
 - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with <u>OAC 5101:2-5-09</u> have been met.
 - 2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.
- D. Verification of Job or Volunteer Application:

Provider shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in <u>OAC 5101:2-7-09</u>, <u>OAC 5101:2-9-21</u>, and <u>OAC 5101:2-9-22</u>

Article XXIV. FINDINGS FOR RECOVERY

<u>ORC 9.24</u> prohibits public agencies from awarding an Agreement for goods, services, or construction paid for in whole or in part from federal, state and local funds, to an entity against whom a finding for recovery has been issued if the finding is unresolved. By entering into this Agreement, Provider warrants and represents that they do not have an unresolved finding for recovery. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be issued such finding by the Auditor of the State.

Article XXV. PUBLIC RECORDS

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall make available the Agreement and all public records generated as a result of this Agreement.

Article XXVI. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in <u>ORC Chapters 3119, 3121, 3123</u>, and <u>3125</u>.

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with <u>ORC 5719.042</u>. Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

Article XXVIII. SUBCONTRACTING AND DELEGATION

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

Article XXIX. PROPERTY OF AGENCY

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

Article XXX. SEVERABILITY

If any term of this Agreement or its application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the same provision or condition. Waivers shall not be effective unless in writing.

Article XXXII. COUNTERPARTS

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of

which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall be a binding signature and carry the same legal force as the original.

Article XXXIII. APPLICABLE LAW AND VENUE

This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

ATTACHMENT

Attachment One.

Reason: Article Section: Article VIII - Reimbursement for Placement Services Detail: Article VIII

ITEM B

Agency agrees to pay Provider on the basis of a daily per diem (identified in Schedule A of this agreement) for the placement for each child, as identified by each child's current Level of Care (LOC). The LOC will be agreed upon at the time of placement. The Agency and Provider may request a re-evaluation of the child's LOC at any time in order to best meet the child's identified needs.

ITEM D

Agency agrees to provide a one-time initial clothing authorization of up to \$150.00 for children ten and under and up to \$250 for children over the age of ten. If the child is under ten and wearing adult sizes, the authorization will be for \$250.00. Any purchases beyond this must be due to extenuating circumstances and approved in writing, in advance of the purchase. Routine clothing needs are considered part of maintenance and will not be paid or reimbursed by Agency.

ITEM E

If a child goes on any form of unpaid leave and is reasonably expected to return to the same placement, Agency may pay for up to seven (7) consecutive nights of leave. In order for Agency to pay for such leave, Provider (including foster parents, if applicable) must agree to remain available for regular services and needed support during such leave. Leave beyond seven (7) days will not be paid unless extenuating circumstances exist, and both Agency and Provider agree to payment terms in advance, in writing.

Regardless of length, Agency will not pay Provider for any leave during which payment is being made to another provider, nor for leave where the child is in a paid or unpaid alternative placement outside of Provider's network due to a lack of placement availability with Provider. Any deviation from this must be agreed to in advance, in writing, by both Agency and Provider.

ITEM G

In any instance where payment cannot be made within 30 days, Agency will make every effort to ensure Provider is paid within 45 days, and is made aware in advance if this is not possible.

Item F

Medicaid/Insurance

Upon receipt of formal documentation, FCCPS will submit to Service Provider Medicaid/insurance numbers for children in FCCPS custody, as applicable. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of FCCPS. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third party payor for medical services rendered to children in FCCPS custody. FCCPS will not pay for the provision of any medical services to children in FCCPS Deputy Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.

In situations where the Service Provider does not possess a Medicaid/insurance number or other information required to bill an alternative source for services provided to children in the custody of FCCPS, the Service Provider must take the following actions.

A. The Service Provider will contact the Finance Department at (740)652-7703 or (740)652-7816 for assistance with resolving Medicaid/insurance number issues.

B. Within thirty (30) days if an invoice from a healthcare provider for services rendered to a child in FCCPS custody, the Service Provider should forward the invoice to the FCCPS Finance Department at: Fairfield County Job and Family Services-Protective Services, 239 West Main St., Lancaster, OH 43130 or fax such invoice to the FCCPS

04/01/2025 - 03/31/2026

Finance Department at (740)-687-7070. Failure to forward this invoice to FCCPS within thirty (30)days will constitute a waiver of any claim against FCCPS for payment of the invoice. If the Service Provider receives additional notices regarding the invoice, the Service Provider must contact the FCCPS Finance Department at (740)-652-7816 or (740)652-7703 to confirm that FCCPS received the initial invoice and to obtain the status of payment arrangements. The Service Provider SHALL NOT pay the invoice and expect or request reimbursement from FCCPS without the prior written approval of FCCPS.

C. If a child who is in custody of FCCPS requires pharmaceutical supplies, Service Provider must obtain the supplies from a pharmacy that accepts Medicaid/insurance payments.

FCCPS retains the right to recoup funds from the Service Provider upon the determination that third party funds are duplicative (in the aggregate) of FCCPS payments to the Service Provider, or in the event that the Service Provider fails to properly credit any and all such third party payments. Relative to recouping funds, FCCPS may withhold from subsequent reimbursement to the Service Provider an amount equal to any un-credited or duplicate third party payments. For purposes of this paragraph, "third party" includes, but is not limited to , Medicaid and private insurance companies.

The Service Provider shall obtain and provide a written estimate for any non-routine, non-emergency, or out-ofnetwork medical and dental expenses to FCCPS along with the written recommendation of the physician or dentist. The Service Provider is not permitted to deliver or authorize any health/dental care or treatment services (including, but not limited to, mental health services), without the prior written consent of the FCCPS Deputy Director or authorized designee (see Consent for Medical Treatment letter).

Attachment Two.

Reason: Article

Section: Article V - Provider Responsibilities

Detail: Article V

ITEM A

Provider is responsible for ensuring transportation services are in place for all case-related activities and routine needs. If extenuating circumstances exist and provider is not able to utilize its own resources to ensure coverage, Provider must notify Agency in advance of the transportation need, and coordinate with Agency to arrange needed transportation. Provider should bring any extraordinary travel needs to the attention of Agency so both parties can ensure proper coverage and explore potential compensation for needed transportation services.

ITEM B

Progress reports, demonstration completion of monthly activities as required by Ohio Administrative Code, will be submitted on a monthly basis, by no later than the 20th calendar day of the following month.

ITEMS D, E, & F

After-Hours/On-Call Process

Provider shall notify Agency of any items identified in Article V, according to the following options: For calls during business hours (Monday through Friday, from 8:00 a.m. to 4:00 p.m., excluding holidays), Provider shall call (740) 652-7854 and inform the operator of the need to urgently speak to casework staff. For calls outside of business hours, Provider shall call (740)808-0009 or (740)808-0982 in order to notify Agency's On-Call staff member of the urgent situation.

Insert new item - ITEM S

Provider will ensure access to Normalcy activities, based upon the developmental, social, and emotional functioning of each child placement.

Insert new item - ITEM T

All Provider staff, and foster caregivers when applicable, should seek and receive prior authorization from Agency for any type of non-routine medical care or medication needs. This includes, but is not limited to: major medical treatment, medical procedures, surgery, implementation of or change in psychotropic medications, and any other medical intervention that carries a high risk of side effects, impairment, or harm. Routine well visits and treatment for typical childhood illnesses will not require such prior authorization.

In the event of an emergency, the child should be taken to the nearest medical facility.

Attachment Three.

Reason: Article Section: Article I - Scope of Placement Services Detail: Article I SECTIONS 1.02 & 1.03, References to Exhibit I Article I, Item A ('Scope of Placement Services') will serve as Exhibit I. al facility for prompt treatment. As soon as possible, Agency shall be contacted, according to the process outlined in the addendum to Article V.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

SIGNATURES OF PARTIES:

Provider: Ohio Teaching Family Association

Print Name & Title	Signature	Date
Jonathan Arnold - Business Manager	Juthan and	2/13/2025

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information Agency: Fairfield County Department of Job and Family Services Provider / ID: Ohio Teaching Family Association / 24419

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transporation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Doug & Sylvia Lee GROUP Home (20396)	107845			\$433.00	\$28.00							\$461.00	04/01/2025	03/31/2026
Doug & Sylvia Lee GROUP Home (20396)	107845			\$483.00	\$28.00							\$511.00	04/01/2025	03/31/2026
Doug & Sylvia Lee GROUP Home (20396)	107845			\$533.00	\$28.00							\$561.00	04/01/2025	03/31/2026
Doug & Sylvia Lee GROUP Home (20396)	107845			\$583.00	\$28.00							\$611.00	04/01/2025	03/31/2026
Farris GROUP Home(20444)	107847			\$433.00	\$28.00							\$461.00	04/01/2025	03/31/2026
Farris GROUP Home(20444)	107847			\$483.00	\$28.00							\$511.00	04/01/2025	03/31/2026
Farris GROUP Home(20444)	107847			\$533.00	\$28.00							\$561.00	04/01/2025	03/31/2026
Farris GROUP Home(20444)	107847			\$583.00	\$28.00							\$611.00	04/01/2025	03/31/2026

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information Agency: Fairfield County Department of Job and Family Services Provider / ID: Ohio Teaching Family Association / 24419

Run Date: 02/13/2025 Contract Period: 04/01/2025 - 03/31/2026

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transporation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Hartman GROUP Home(20525)	107848			\$433.00	\$28.00							\$461.00	04/01/2025	03/31/2026
Hartman GROUP Home(20525)	107848			\$483.00	\$28.00							\$511.00	04/01/2025	03/31/2026
Hartman GROUP Home(20525)	107848			\$533.00	\$28.00							\$561.00	04/01/2025	03/31/2026
Hartman GROUP Home(20525)	107848			\$583.00	\$28.00							\$611.00	04/01/2025	03/31/2026
Jackson Group Home (20815)	4541664			\$433.00	\$28.00							\$461.00	04/01/2025	03/31/2026
Jackson Group Home (20815)	4541664			\$483.00	\$28.00							\$511.00	04/01/2025	03/31/2026
Jackson Group Home (20815)	4541664			\$533.00	\$28.00							\$561.00	04/01/2025	03/31/2026
Jackson Group Home (20815)	4541664			\$583.00	\$28.00							\$611.00	04/01/2025	03/31/2026
Johnson Group Home (21046)	7685266			\$433.00	\$28.00							\$461.00	04/01/2025	03/31/2026
Johnson Group Home (21046)	7685266			\$483.00	\$28.00							\$511.00	04/01/2025	03/31/2026

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information Agency: Fairfield County Department of Job and Family Services Provider / ID: Ohio Teaching Family Association / 24419

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transporation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Johnson Group Home (21046)	7685266			\$533.00	\$28.00							\$561.00	04/01/2025	03/31/2026
Johnson Group Home (21046)	7685266			\$583.00	\$28.00							\$611.00	04/01/2025	03/31/2026
Porter Group Home (20853)	65151			\$433.00	\$28.00							\$461.00	04/01/2025	03/31/2026
Porter Group Home (20853)	65151			\$483.00	\$28.00							\$511.00	04/01/2025	03/31/2026
Porter Group Home (20853)	65151			\$533.00	\$28.00							\$561.00	04/01/2025	03/31/2026
Porter Group Home (20853)	65151			\$583.00	\$28.00							\$611.00	04/01/2025	03/31/2026
Waller Group Home (20796)	3565663			\$433.00	\$28.00							\$461.00	04/01/2025	03/31/2026
Waller Group Home (20796)	3565663			\$483.00	\$28.00							\$511.00	04/01/2025	03/31/2026
Waller Group Home (20796)	3565663			\$533.00	\$28.00							\$561.00	04/01/2025	03/31/2026
Waller Group Home (20796)	3565663			\$583.00	\$28.00							\$611.00	04/01/2025	03/31/2026



A Contract regarding Ohio Teaching Family Association between Job and Family Services and

Approved on 2/21/2025 11:42:01 AM by Sarah Fortner, Deputy Director

South Jota

Sarah Fortner Deputy Director

Approved on 2/21/2025 1:18:11 PM by Corey Clark, Director of Fairfield County Job & Family Services

GBCh_

Corey Clark, Director Fairfield County Job & Family Services

01.2018 COST ANALYSIS:

For foster care placement, network providers have Title IV-E reimbursement ceilings, and Fairfield County rates have typically been below the state negotiated ceilings. Historically, the traditional, daily rate is less than \$225.

The review and evaluation of the separate cost elements and proposed profit would include an evaluation of special considerations and special needs, as there are cases which would be reviewed independently based on extraordinary factors. If the rate was more than \$225 per day, it is expected that there would be extraordinary, case specific needs, knowing what we know about the market in our area.

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Purchase Order

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Page: 1 of 1

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312

Carrí L. Brown, рhD, мвл, сдfм Fairfield County Auditor

210 East Main Street

Lancaster, Ohio 43130 Revisions: 001 Fiscal Year 2025

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order #

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

T
OTHE OHIO TEACHING FAMILY
ASSOCIATION
PO BOX 300
SWANTON, OH 43558JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

VENDOR PHONE N	UMBER VEN	IDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
419-825-344	0		2083	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
01/01/2025	14262			JOB & FAMILY SERVICES
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BOARD AND CARE

JOB & FAMILY SERVICES

239 W MAIN STREET

LANCASTER, OH 43130 Phone: 740-652-7889

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The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MODIFIED: BOARD AND CARE	1.0	EACH	\$65,000.00	\$65,000.00

2/19/2025	Auditor Fairfield County, OH	Purchase Order Total	\$65,000.00
Date: 01/01/2025	Carri L. Brown	Total Credit	\$0.00
		Total Discount	\$0.00
County Treasury or in process of certification now outstanding.	collection to the credit of the submitted Fund(s) free from any obligation or	Total Freight	\$0.00
expenditure, for the above, has be	t \$65,000.00 required to meet the contract, agreement, obligation, payment or en lawfully appropriated, authorized or directed for such purpose and is in the	Total Sales Tax	\$0.00
COUNTY AUDITOR'S CERTIFICAT	E	Total Ext. Price	\$65,000.00

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3/18/2025

Vendor Copy

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Ohio Teaching Family Association

(Fairfield County Job and Family Services)

Approved as to form on 3/12/2025 3:30:44 PM by Steven Darnell,

Signature Page

Resolution No. 2025-03.18.p

A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and the Ohio Teaching Family Association

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

2025-03.18.q

A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services

WHEREAS, FCJFS is responsible for paying the Health Department for their Birth Certificate costs; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1: That the Fairfield County Auditor reflect the following memo receipt:

71700300- 434410 Reimbursement - \$64.00

This amount represents monies owed to the Health Department for FCJFS's costs paid to the Health Department as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing the Health Department for FCJFS's Birth Certificate costs

Memo expenditure as referenced in supporting documentation:

Vendor # 7482 Fairfield County Health Department

Account: 12207207-533000 Other Professional Services Amount: \$64.00

Prepared by: Morgan Fox, Fiscal Officer

cc: Jamie Ehorn, Fairfield County Health Department

Signature Page

Resolution No. 2025-03.18.q

A Resolution to Approve a Memo Expense/Memo Receipt for the Costs of Birth Certificates Paid to the Fairfield County Health Department as a Memo Expenditure, Fund #2072, Public Children's Services

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

2025-03.18.r

A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund # 2758 – Protective Service Levy - Fairfield County JFS

WHEREAS, appropriate from unappropriated into major expense categories of Contractual Services for org# 12275851 is necessary for the expenses; and

WHEREAS, we need more appropriations in our Special Reporting line for reimbursing the PA fund for Shared Costs.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. Request that the Fairfield County Commissioners Appropriate from Unappropriated funds in the amount of \$3,700,000.00 for the major expense object category:

12275851 Special Reporting \$3,700,000.00

Prepared by: Morgan Fox, Fiscal Officer

Appropriate from Unappropriated For Auditor's Office Use Only:

\$3,700,000.00

12275851 – 900001 \$3,700,000.00 Special Reporting

Signature Page

Resolution No. 2025-03.18.r

A Resolution to Approve Additional appropriations by Appropriating from Unappropriated into a Major Expense Object Category, Fund #2758, Protective Service Levy

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

2025-03.18.s

A resolution to approve a memo receipt and memo expenditure for Fairfield County Job & Family Services' Children Services Fund and Protective Service Levy Fund, respectively

WHEREAS, on November 7, 2017, the voters of Fairfield County approved a property tax levy renewal with an increase of 1.0 mill, resulting in a total levy of 2.0 mills, for the period of 10 years, commencing in 2017, first due in calendar year 2018;

WHEREAS, the tax levy with an increase outside of the ten-mill limitation was for the purpose of providing protective services for children who are victims of physical and sexual abuse, neglect, or exploitation and elderly individuals sixty (60) years of age or older who are victims of abuse, neglect, and exploitation, as authorized by Section 5705.191 of the Ohio Revised Code;

WHEREAS, fund (#2758), Protective Services Levy Fund, is used to record activity for the levy;

WHEREAS, on March 26, 2010, the Fairfield County Prosecuting Attorney issued an opinion on the "Movement of Funds from the Adult Protective Services / Child Protective Services Levy Fund (Account) (the APS / CPS Levy Fund)" and this process has been long-standing as an acceptable, audited procedure;

WHEREAS, the above-referenced County Prosecutor opinion states (in part), "it is my recommendation that the County Commissioners pass a resolution...during the term of the APS / CPS Levy designating that a sum certain of funds (presumably to be determined by the Commissioners in consultation with JFS) be transferred from the APS / CPS Levy Fund to the CPS Fund (Fund 2072)";

WHEREAS, the above-referenced opinion states further, "Assuming that these resolutions are properly enacted by the Commissioners and that the funds are transferred pursuant to those resolutions to the CPS Fund (Fund 2072), it is my opinion, and this letter is intended to clarify, that the APS /CPS Levy Fund established by resolution of the Fairfield County Board of Commissioners is covered under the "movements of cash by operation of law" noted in County Advisory Bulletin 2009-001: Inter-fund Cash Transactions";

2025-03.18.s

A resolution to approve a memo receipt and memo expenditure for Fairfield County Job & Family Services' Children Services Fund and Protective Service Levy Fund, respectively

WHEREAS, the first half settlement of tax levy revenue has been completed, and

WHEREAS, the budget for the CPS portion of the Levy proceeds has been previously established to be \$3,700,000.00 for the first half transfer, for January 2025 – June 2025,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That the Fairfield County Auditor reflect the following memo receipt, which is an amount to be used "in accordance with the levy language intent":

12207207-434017 REICPS (Reimbursement Child Protective Services) \$3,700,000.00

Section 2. That the Fairfield County Board of Commissioners approve the following expenditure, and request the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant, covered under "movements of cash by operation of law" to the Child Protective Services Fund.

Memo Expenditure:

Vendor #: 06396 – Job & Family Services Account #: 12275851-900001 – Special Reporting – Reim CPS Amount: \$3,700,000.00

Signature Page

Resolution No. 2025-03.18.s

A Resolution to Approve a Memo Receipt and Memo Expenditure for Fairfield County Job & Family Services' Children Services Fund and Protective Services Levy Fund, Respectively

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

2025-03.18.t

A Resolution to Approve Change Order #1 for the CDBG PY2023 Village of Sugar Grove – Rocket Way Sewer Improvements Project.

WHEREAS, the original contract for this project with Hickory Valley Sod Farm LLC was approved by the Commissioners on November 5th, 2024; and

WHEREAS, the original contract was in the amount of \$645,207.88; and

WHEREAS, change order #1 is necessary to eliminate a manhole replacement by performing a core in existing manhole 19; and

WHEREAS, the change order #1 will decrease the contract price by \$850.00, making the new contract price \$644,357.88;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That the Board of Commissioners resolve to approve the proposed Change Order #1 for the CDBG PY2023 Village of Sugar Grove – Rocket Way Sewer Improvements Project.

Section 2. This Board hereby authorizes it's President to sign change order #1 for the Rocket Way Sewer Improvements Project.

Prepared by: Joshua Hillberry cc: Regional Planning Commission

State of Ohio WATER POLLUTION CONTROL LOAN FUND (WPCLF) / WATER SUPPLY REVOLVING LOAN ACCOUNT (WSRLA)

CONTRACT CHANGE ORDER

RECIPIENT Village of Sugar Grove	CHANGE ORDER NBROne (1)
LOAN NUMBER CS390896-0005	CONTRACT Rocket Way Sewer
OWDA PROJECT No. 11049	DATE 01/10/2025

Description of Change:

Eliminate a Manhole Replacement by performing a core in existing Manhole 19 for a contract reduction of \$850.00.

1

The time provided for completion in the contract for the above items is (increased/decreased) by $\underline{-0-}$ calendar days.

APPROVED BY: Village of Sugar Grove DATE: 03/11/2025 APPROVED BY: Fairfield County Commissioners DATE: DATE: ACCEPTED BY: ACCEPTED BY: DATE: DATE: DATE: Original Contract Amt 645,207 88 DATE: DATE: DATE: Original Contract Amt 645,207 88 The above proposal is hereby accepted and I recommend that it be approved and made a part of the contract noted above. The approval does not constitute an increase in the total loan amount, but represents approval for the work. Adjusted Contract Amt 644,357 88 Ohio EPA Acceptance Chief Engineer	RECOMMENDED BY:	Robert	4	DATE: 3/11/25
APPROVED BY: Fairfield County Commissioners ACCEPTED BY: DATE: Original Contract Amt 645,207 Previous Changes (+ /) 0 000 00 This Change (+ /) (850 Adjusted Contract Amt 644,357 0 00 Chio EPA Acceptance Chief Engineer	APPROVED BY:	DLZ Ohio Inc. DATE: 03/11/2025		
ACCEPTED BY: Addition of the contract Amt 645,207 88 DATE: 3-/b-25 Original Contract Amt 645,207 88 OWDA APPROVAL The above proposal is hereby accepted and I recommend that it be approved and made a part of the contract noted above. The approval does not constitute an increase in the total loan amount, but represents approval for the work. Adjusted Contract Amt 644,357 88 Ohio EPA Acceptance Chief Engineer	APPROVED BY:	DATE:		
Original Contract Amt 645,207 88 OWDA APPROVAL Previous Changes (+ /) 0 00 The above proposal is hereby accepted and I recommend that it be approved and made a part of the contract noted above. The approval does not constitute an increase in the total loan amount, but represents approval for the work. Adjusted Contract Amt 644,357 88 Ohio EPA Acceptance Chief Engineer	ACCEPTED BY:	-AY	\langle	DATE 3-16-25
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Ohio EPA Acceptance Chief Engineer	This Change (+ /)	(850	00)	
	Adjusted Contract Amt	644,357	88	
Date	Ohio EPA Acceptance			Chief Engineer
	Date			Date

Signature Page

Resolution No. 2025-03.18.t

A Resolution to Approve Change Order #1 for the CDBG PY2023 Village of Sugar Grove – Rocket Way Sewer Improvements Project

(Fairfield County Regional Planning Commission)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

2025-03.18.u

A resolution to approve the Fairfield County 9-1-1 Plan

WHEREAS, the Fairfield County 9-1-1 Program Review Committee organized according to Section 128.06 of the Ohio Revised Code. Has approved a new 9-1-1 plan for Fairfield County; and

WHEREAS, the Fairfield County 9-1-1 Final Plan serves as a comprehensive framework for providing efficient, reliable emergency communication services across the county; and

WHEREAS, the plan has evolved over time to incorporate advancements in technology, such as Enhanced 9-1-1 (E911) services, and to address the needs of the community through collaboration with municipal, township, and public safety agencies; and

WHEREAS, by integrating modern features like Automatic Number Identification (ANI) and Automatic Location Information (ALI), the 9-1-1 system accelerates emergency response times and ensures accurate routing of calls to the appropriate Public Safety Answering Points (PSAPs); and

WHEREAS, a resolution to approve the plan is required by Section 128.08 of the Ohio Revised Code.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That the Fairfield County Commissioners approve the attached E9-1-1 plan.

Prepared by: Mendi Rarey cc: Joseph Morris

E9-1-1 Final Plan Fairfield COUNTY, OHIO



2025 Amendment of the 1988 Plan

January 2025

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Plan Approval

During the Program Review Committee's meeting on January 23rd, 2025, the committee voted to adopt this final plan. In conjunction with the meeting minutes, the signatures below formalize that vote and enacts this E9-1-1 Final Plan for Fairfield County Ohio.

9-1-1 Program Review Committee

25 Alex Lape, Sheriff 2/28/2025 Date Bill Yates, Trustee - Walnut Township 2/21/25 Date David L. Levacy, Commissioner - Fairfield Co 2/21/2025 Don & McDaniel Don McDaniel, Mayor - City of Lancaster Date 2/21/2025 Jason Henderson, Mayor - Village of Pleasantville Date 2/21/2025 Terry J Duniap Sr. Terry Dunlap, Trustee - Violet Township Date

INTRODUCTION

The Fairfield County 9-1-1 Final Plan serves as a comprehensive framework for providing efficient, reliable emergency communication services across the county. Initiated by the Fairfield County Commissioners in 1986 under the provisions of Section 4931.42 of the Ohio Revised Code, this plan was developed to establish a countywide 9-1-1 emergency telephone system. The plan has evolved over time to incorporate advancements in technology, such as Enhanced 9-1-1 (E911) services, and to address the needs of the community through collaboration with municipal, township, and public safety agencies. By integrating modern features like Automatic Number Identification (ANI) and Automatic Location Information (ALI), the 9-1-1 system accelerates emergency response times and ensures accurate routing of calls to the appropriate Public Safety Answering Points (PSAPs). This document reflects the ongoing commitment of Fairfield County to enhance public safety and adapt to the requirements of Next Generation 9-1-1 (NG9-1-1) technologies in compliance with Ohio laws and standards.

There are currently three PSAPs serving Fairfield County:

Fairfield County Sheriff's	Lancaster Police Department	Pickerington Police
Office	130 S Broad Street	Department
345 Lincoln Ave	Lancaster, OH 43130	1311 Refugee Road
Lancaster, OH 43130		Pickerington, OH 43147

ORGANIZATION

9-1-1 Technical Advisory Committee

The 9-1-1 Technical Advisory Committee (911TAC) was established to assist the 9-1-1 Program Review Committee in the development and maintenance of this Final Plan. The 911TAC shall be comprised of:

- 1. County 9-1-1 Coordinator
- 2. One representative from each named PSAP in this Final Plan
- 3. County Emergency Management Director or their designee

The 911TAC shall meet as needed, but at least once annually prior to the 9-1-1 Program Review Committees annual meeting to review the Final Plan and prepare any needed updates / changes. At this meeting the 911TAC shall develop a budget to present the 9-1-1 Program Review Committee showing the funding priorities and disbursement of the State of Ohio's Wireless 9-1-1 Government Assistance Fund.

9-1-1 Program Review Committee

Pursuant to O.R.C. §128.06 (A), the 9-1-1 Program Review Committee shall be comprised of:

- 1. A member of the board of county commissioners, or a designee, who shall serve as chairperson of the committee;
- 2. The chief executive officer of the most populous municipal corporation in the county;
- 3. A member of the board of township trustees of the most populous township in the county as selected by majority vote of the board of trustees;
- 4. A member of a board of township trustees selected by the majority of boards of township trustees in the county pursuant to resolutions they adopt;
- 5. A member of the legislative authority of a municipal corporation in the county selected by the majority of the legislative authorities of municipal corporations in the county pursuant to resolutions they adopt;
- 6. An elected official from within the county appointed by the board of county commissioners.

The 9-1-1 Program Review Committee shall review and vote on recommendations made by the 9-1-1 Technical Advisory committee. The votes must pass by a two-thirds vote of the committee. It shall convene at least once annually for the purposes of maintaining or amending this Final Plan as required by O.R.C. §128.06(D).

The 9-1-1 Program Review Committee shall, not later than the first day of March of each year, submit a report to the political subdivisions within the county and to the 9-1-1 program office detailing the sources and amounts of revenue expended to support and all costs incurred to operate the countywide 9-1-1 system and the public safety answering points that are a part of that system for the previous calendar year as required by O.R.C. §128.06(E). This task may be assigned to the County 9-1-1 Coordinator.

County 9-1-1 Coordinator

Pursuant to O.R.C. §128.05, the 9-1-1 Program Review Committee shall appoint a county 9-1-1 coordinator to serve as the administrative coordinator for all public safety answering points participating in the countywide 9-1-1 final plan described in section <u>128.03</u> of the Revised Code and shall also serve as a liaison with other county coordinators and the 9-1-1 program office.

DESCRIPTION OF Fairfield COUNTY 9-1-1

Wireline Telephone Companies

The primary wireline telephone companies serving Fairfield County is AT&T and Frontier. AT&T provides Enhanced 9-1-1 service to all trunk lines and Automat Number Identification Circuits in Fairfield County.

- Enhanced 9-1-1 service includes Automatic Number Identification (ANI), Automatic Location Information (ALI), Forced Disconnect, One-Button Transfer, and the ability to provide Call Detail in printed form from an electronic database. These terms are defined in Appendix A.
- AT&T and its successors shall provide the necessary equipment and engineering to selectively route wireline enhanced 9-1-1 calls as specified in this plan. All public safety service providers are required by O.R.C. §128.03 (G) to maintain a telephone number in addition to 9-1-1.
- AT&T and its successors are responsible for connections to the PSAP, maintenance of the ALI database, and providing enhanced 9-1-1 capabilities. The ALI database contains the names and telephone numbers(s) at each geographic location in the county. It is electronically updated by AT&T and other companies with additions, deletions, and changes. The database contains information that is not otherwise readily available to the public, such as names associated with unlisted numbers of telephone customers who have paid under telephone company tariffs for such listings. Given the proprietary nature of certain portions of this data, O.R.C. §128.32(G) prohibits the disclosure of information contained in the database except for 9-1-1 purposes.

Wireless Telephone Companies

Fairfield County approved an addendum to its 9-1-1 Implementation Plan in 2004 to establish Wireless Enhanced 9-1-1 service. This plan has been implemented in two phases:

Phase 1: All wireless service providers were notified at least six (6) months before the activation date that Fairfield County was requesting Phase I Wireless Enhanced 9-1-1 Emergency Service. All wireless service providers operating in Fairfield County were Annual identified, their towers located and addressed, and routing to the proper PSAP was established based on tower and/or sector location.

Phase 2: All wireless service providers were notified at least six (6) months before the activation date that Fairfield County was requesting Phase II Wireless Enhanced 9-1-1 Emergency Service. With Phase II, the 9-1-1 PSAP receives the wireless caller's callback number, the tower address and/or sector location, and the caller's latitude and longitude coordinates - with an accuracy level consistent with F.C.C. Regulations.

Wireless Telephone Companies Operating in Fairfield County: As of January 1st, 2025, the following companies provide wireless service in Fairfield County:

Verizon Wireless T-Mobile AT&T Sprint

Disbursement of the Wireless 9-1-1 Government Assistance Fund

Pursuant to O.R.C. §128.55, Fairfield County receives funds from the State of Ohio's Wireless 9-1-1 Government Assistance Fund. Funds received from the Wireless 9-1-1 Government Assistance Fund shall be placed in a separate fund at the Fairfield County Auditor's Office.

Effective January 1st, 2026, these funds may only be used for the following purposes listed in order of priority below:

- Any costs of designing, upgrading, purchasing, leasing, programming, installing, testing, and/or maintaining the necessary data, hardware, software, and trunking required for the PSAPs to provide Wireless Enhanced 9-1-1 service. These costs consist of such additional costs of the 9-1-1 system over and above any costs incurred to provide wireline 9-1-1 (O.R.C. 128.57).
- 2. Processing 9-1-1 emergency calls from the point of origin to include any expense for interoperable bidirectional computer aided dispatch data transfers with other public safety answering points or emergency services organizations and transferring and receiving law enforcement, fire, and emergency medical service data via wireless or internet connections from public safety answering points or emergency responders, exclusive of mobile radio service costs (O.R.C. 128.57).
- 3. Any costs of training the staff of the PSAPs listed in this final plan to provide Wireless Enhanced 9-1-1 service.
- 4. The creation and replenishment of a reserve fund for future contingencies and large expenses as requested by the Fairfield County 911TAC.
- 5. If all expenditures of the above are satisfied, the Program Review Committee based upon the recommendation of the Fairfield County 911TAC may release funds to be disbursed to the named PSAPs in this Final Plan to cover costs associated with providing wireless 9-1-1, including personnel costs (O.R.C 128.57c). The disbursement of remaining funds shall be released according to each PSAPs percentage of total call volume of the previous year.

Next Generation 9-1-1 Technology

Fairfield County continues to monitor the state's 9-1-1 Steering Committee and development of a next generation 9-1-1 system (NG-911).

The county will coordinate with the state's 9-1-1 Program Administrator and prepare for the state's implementation, operation, and maintenance of a statewide emergency services internet protocol network, as outlined in O.R.C. §128.02 and O.R.C. §128.26, for eventual connection to the NG-911 system consistent with rulemaking currently under consideration by the Federal Communications Commission as proposed in P.S. Docket No. 21-479 and aligned with the O.R.C. §128.21.

Current Operations:

Fairfield County PSAPs currently use the following technologies

	Fairfield County Sheriff's Office 345 Lincoln Ave Lancaster, OH 43130	Lancaster Police Department 130 S Broad Street Lancaster, OH 43130	Pickerington Police Department 1311 Refugee Road Pickerington, OH 43147
Geographic Territory	Fairfield County & Contracted Areas	City of Lancaster Municipality	City of Pickerington Municipality
Connection Method to NG911	In Progress	In Progress	In Progress
Call Handling	Direct Dispatch	Direct Dispatch	Direct Dispatch
Services Provided	E911	E911	E911
Type of Dispatching	Fire & Law	Fire & Law	Law
CAD Provider	Tyler New World	Tyler New World	Zuercher
Radio System	Ohio MARCS	Ohio MARCS	Ohio MARCS

Redundancy/Backup PSAP

All PSAPs are operated 24 hours per day, 7 days per week. In the event of a catastrophic failure of a primary PSAP, one of the other PSAP's can take over receiving calls.

Each PSAP center is equipped with a whole-facility generator to provide backup electricity.

In the event that the MARCS Radio system is down, and radio communications are not possible, cell phones can be used to facilitate communications between dispatch and responding officers and agencies.

Dispatchers may utilize Offline Call Entry through their respective CAD system.

A complete backup dispatch center is in the final stages of being created that will enable each PSAP center to receive calls and dispatch units. This Facility is located in Pickerington at the Fairfield Center, 12941 Stonecreek Dr, Pickerington, OH 43147.

Misdirected Call Protocols

- 1. **Non-Emergency Calls:** If a caller dials 9-1-1 for a non-emergency situation, if time is available, the 9-1-1 communications telecommunicator will advise the caller of the proper number and time to call.
- 2. Wrong Service Provider Dispatched: If the wrong service provider is dispatched to the scene of an emergency, such provider shall respond until the correct provider is dispatched and on the scene.
- 3. **9-1-1 Calls from outside Fairfield County to Fairfield County PSAP:** If a call from outside Fairfield County is routed to one of the Fairfield County PSAPs, the call shall be relayed to the proper county by one-button transfer, telephone, or radio.
- 4. **9-1-1 Calls from inside Fairfield County to PSAP outside Fairfield County:** Such calls are relayed as in Number 3 above.
- 5. **Misdirected Wireless Calls** All misdirected wireless 9-1-1 calls shall be administered in the same manner as identified in Numbers 1-4 above.

Staffing and Equipment for PSAPs

Each PSAP listed in this final plan shall be responsible for all costs associated with establishing, equipping, furnishing, operating, and maintaining that facility.

Plan Update and Maintenance

This final plan shall be reviewed by the 911TAC annually to ensure this plan accurately reflects the 9-1-1 system in Fairfield County as well as maintains regulatory compliance.

Any needed updated will be brought to the 9-1-1 Program Review Committee for review and adoption.

APPENDIX A – GLOSSARY

ALI: Automatic Location Identification – Provides an automatic display of the location of incoming 9-1-1 calls.

ANI: Automatic Number Identification – Provides an automatic display of the seven-digit number of an incoming 9-1-1 call.

CAD: Computer Aided Dispatch

CALL DETAIL: Documentation of 9-1-1 calls includes the number of the caller dialing 9-1-1; the dispatching position answering the call; the time the call entered the system; the time the call was answered; the time the call was transferred (if it was transferred); the time the call was ended; and the trunk line over which the call was received. This data can be used for investigation of complaints, false calls, reporting of false emergencies, etc.

COMMUNICATIONS TELECOMMUNICATOR: A person who processes dispatch records and uses a radio channel to contact remote facilities.

COOP: Continuity of Operations Plan

E.F.D.: Emergency Fire Dispatch

E.M.D.: Emergency Medical Dispatch

EPD: Emergency Police Dispatch

EMS: Emergency Medical Service

ENHANCED 9-1-1 (E-9-1-1): The advanced telephone system which provides for computerized routing of 9-1-1 emergency calls.

F.C.C.: Federal Communications Commission

FORCED DISCONNECT: Forced disconnect allows the 9-1-1 communications telecommunicator to disconnect a phone call, making the trunk lines available for other emergency calls.

9-1-1 CALL: Any telephone call that is made by dialing the digits "9-1-1".

MARCS: Multi-Agency Radio Communication System

M.O.U.: Memorandum of Understanding

NG-911: Next Generation 9-1-1 is a digital, internet protocol (I.P.) based system that will replace existing analog infrastructure that has been in place for decades.

ONE-BUTTON TRANSFER: A 9-1-1 communications telecommunicator has the ability to transfer calls to pre-programmed numbers by pressing a single button.

OOS: Out of Service

O.R.C.: Ohio Revised Code

PSAP: Public Safety Answering Point – The PSAP is the initial answering location of a 9-1-1 call.

P.U.C.O: Public Utilities Commission of Ohio

PUBLIC SAFETY AGENCY / PUBLIC SAFETY SERVICE PROVIDER: A Governmental division that provides law enforcement, firefighting, medical, or other emergency services.

TELECOMMUNICATOR: A trained telecommunicator who staffs and operates 9-1-1 telephone systems, CAD, and radio systems as the critical link between citizens and public safety-first responders in the field.

ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.
A. Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
B. Goods and/or Services in excess of \$77,250.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
C. Dublic Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
F. The subject matter was exempt from competitive selection for the following reason(s):
 Under \$77,250.00 State Term #: (copy of State Term Contract must be attached) ODOT Term #: (See R.C. 5513.01) Professional Services (See the list of exempted occupations/services under R.C. 307.86) Emergency (Follow procedure under ORC 307.86(A)) Sole Source (attach documentation as to why contract is sole source) Other: required by ORC 128.08 (cite to
authority or explain why matter is exempt from competitive bidding)
 G. Agreement not subject to Sections A-F (explain): required by ORC 128.08 H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
 No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <u>busicher accessed</u>) Obtained 3 quotes for purchases under \$77,250.00 (as applicable) Purchase Order is included with Agreement
Signed this <u>13</u> day of <u>March</u> , 20 <u>25</u> .
Mindle Agent AP

* Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.*

Signature Page

Resolution No. 2025-03.18.u

A Resolution to Approve the Fairfield County 9-1-1 Plan

(Fairfield County Sheriff)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

2025-03.18.v

A resolution of support of property for the Clean Ohio Local Agriculture Easement Purchase Program with the Ohio Department of Agriculture.

WHEREAS, On or about March 18, 2025, the Fairfield County Board of Commissioners reviewed a request from the Fairfield Soil and Water Conservation District, their designated Local Sponsor Representative, for support of applications to the Ohio Department of Agriculture for purchase of agricultural easements on properties located in Fairfield County (see attached map and agency review comments); and

WHEREAS, the Fairfield County Board of Commissioners has reviewed this request for support of the following farms; and

Crow-Stitzlein	Liberty Township	Heimberger Road	118 acres
Harden	Clearcreek Township	Pine Grove Road	89.12 acres
Graf	Richland Township	Logan-Thornville Rd.	115.21 ac
Myers	Rushcreek Township	West Point Road	112.08 ac
Page	Rushcreek Township	Tent Church Road	41.61 acres
Shaffer	Clearcreek Township	Pine Grove Road	56.19 acres

WHEREAS, the Fairfield County Board of Commissioners has determined that the nominations of the properties for consideration for purchase of agricultural easements, are compatible with long-range goals of the local government area regarding farmland preservation, and agrees to co-hold monitor and enforce the terms of easements; and

WHEREAS, the Fairfield County Board of Commissioners finds the requests for agricultural easements acceptable; and

WHEREAS, the landowners commit to donate at least 25% of the agricultural easement value; and

WHEREAS, the Fairfield County Board of Commissioners finds the requests for agricultural easements acceptable; and

WHEREAS, the funds were allocated to Fairfield County Board of Commissioners through a Cooperative Agreement for acquisitions of agricultural easements for parcels to be approved by the Director of the Ohio Department of Agriculture.

A resolution of support of property for the Clean Ohio Local Agriculture Easement Purchase Program with the Ohio Department of Agriculture.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

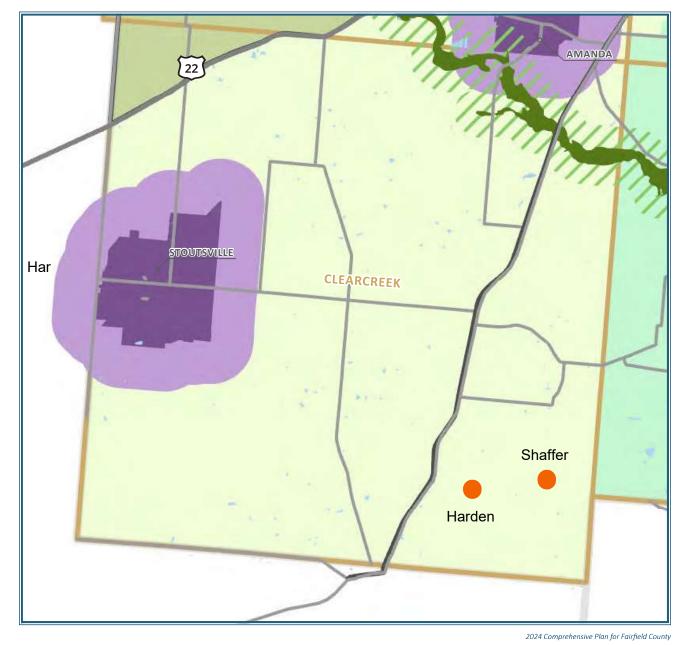
SECTION 1. That the Board of Commissioners hereby supports the request for nominations of the properties listed for purchase of agricultural easements through the Clean Ohio Local Agricultural Easement Purchase Program with the Ohio Department of Agriculture.

SECTION 2. That the Board of Commissioners commits to monitor and enforce the easement.

SECTION 3. That the landowner commits to donate at least 25% of the agricultural easement value.

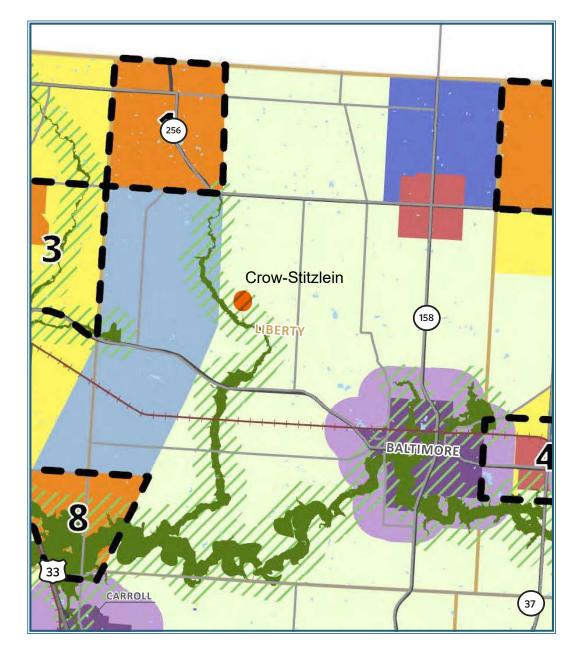
SECTION 4. That the Clerk is hereby directed to transmit certified and sealed copies of this resolution to the Fairfield Soil and Water Conservation District, their designated Local Sponsor Representative.

Prepared by: Christina Holt



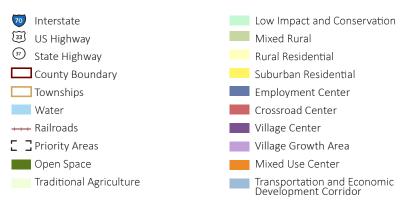
Clearcreek Township Future Land Use

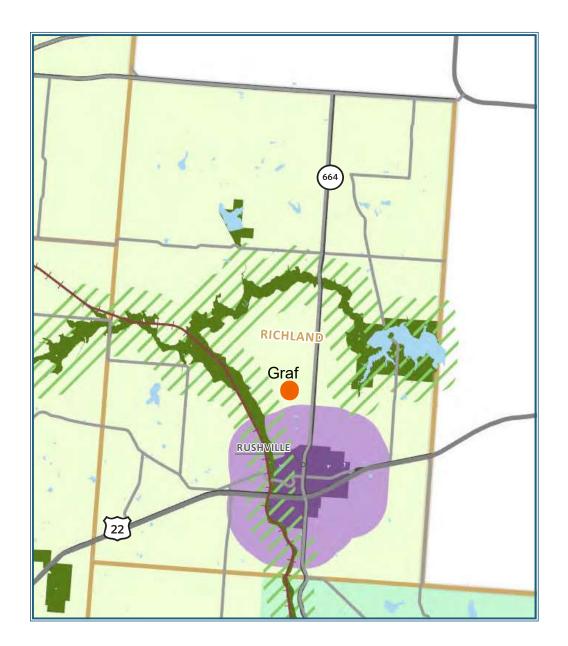




Liberty Township Future Land Use



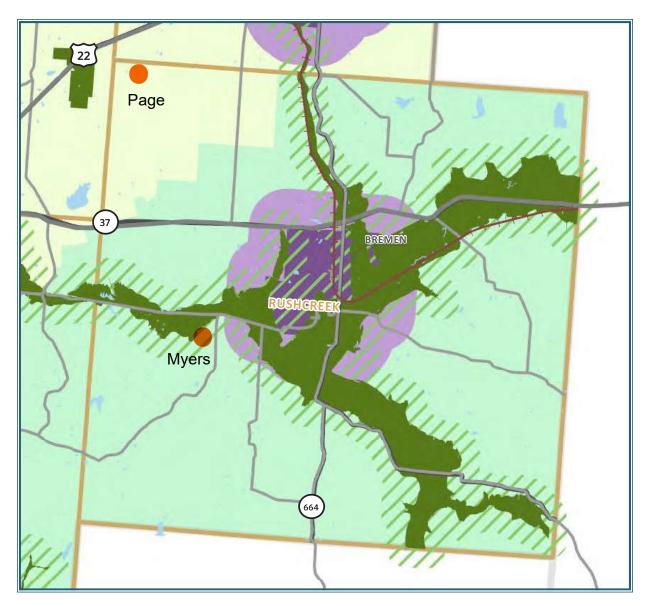


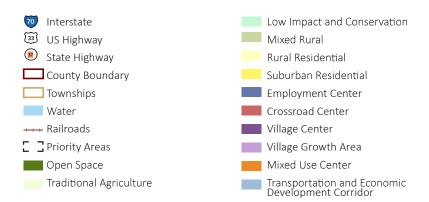


Richland Township Future Land Use



Rushcreek Township Future Land Use





2024 Comprehensive Plan for Fairfield County



(740) 652-7110

LAEPP APPLICATIONS REVIEW REPORT

OWNER: NANCY CROW & STITZLEIN JOHN N CO-TRUSTEES

ADDRESS: 10340 HEIMBERGER ROAD NW, BALTIMORE OH 43105

PARCEL ID: 0210039400

ACREAGE: 118.0

TOWNSHIP: LIBERTY TOWNSHIP

CURRENT ZONING: R-R RURAL RESIDENTIAL DISTRICT

AMOUNT OF ROAD FRONTAGE: 1,300 FEET (BICKEL CHURCH ROAD)/ 1,320 FEET (HEIMBERGER ROAD)

RESIDENTIAL STRUCTURES: YES

FUTURE LAND USE RECOMMENDATIONS

ADOPTED 2024 COMPREHENSIVE PLAN: TRADITIONAL AGRICULTURE

FLOODPLAIN:

A VERY SMALL PORTION OF A 500-YEAR FLOODPLAIN IS ON THIS PROPERTY

OTHER SITE CHARACTERISTICS:

- PROPERTY IS SURROUNDED BY AGRICULTURE AND RESIDENTIAL HOMES
- TOUCHES CONSERVATION EASEMENT TO THE EAST



(740) 652-7110

LAEPP APPLICATIONS REVIEW REPORT

OWNER: PAUL HARDEN (HARDEN PAUL K TRUSTEE)

ADDRESS: 7635 PINE GROVE ROAD SW, AMANDA, OH. 43102

PARCEL ID: 0110065900

ACREAGE: 89.12

TOWNSHIP: CLEARCREEK

CURRENT ZONING: NO ZONING IN CLEARCREEK TOWNSHIP

AMOUNT OF ROAD FRONTAGE: 1,982 FEET (PINE GROVE ROAD)

RESIDENTIAL STRUCTURES: YES

FUTURE LAND USE RECOMMENDATIONS

ADOPTED 2024 COMPREHENSIVE PLAN: TRADITIONAL AGRICULTURE

FLOODPLAIN:

THE PROPERTY DOES NOT CONTAIN A FLOODPLAIN HAZARD AREA

OTHER SITE CHARACTERISTICS:

PROPERTY IS SURROUNDED BY AGRICULTURAL USES



(740) 652-7110

LAEPP APPLICATIONS REVIEW REPORT

OWNER: WILLIAM GRAF

ADDRESS: 4649 LOGAN-THORNVILLE RD NE, RUSHVILLE, OH 43150

PARCEL ID: 0310029800

ACREAGE: 83.15

TOWNSHIP: RICHLAND TOWNSHIP

CURRENT ZONING: R-R RURAL RESIDENTIAL DISTRICT

AMOUNT OF ROAD FRONTAGE: APPROXIMATELY 150'

RESIDENTIAL STRUCTURES: YES

FUTURE LAND USE RECOMMENDATIONS

ADOPTED 2024 COMPREHENSIVE PLAN: TRADITIONAL AGRICULTURE

FLOODPLAIN:

NONE

OTHER SITE CHARACTERISTICS:



(740) 652-7110

LAEPP APPLICATIONS REVIEW REPORT

OWNER: WILLIAM GRAF

ADDRESS: LOGAN-THORNVILLE RD NE, RUSHVILLE, OH 43150

PARCEL ID: 0310029300

ACREAGE: 32.06

TOWNSHIP: RICHLAND TOWNSHIP

CURRENT ZONING: R-R RURAL RESIDENTIAL DISTRICT

AMOUNT OF ROAD FRONTAGE: 0'

RESIDENTIAL STRUCTURES: NO

FUTURE LAND USE RECOMMENDATIONS

ADOPTED 2024 COMPREHENSIVE PLAN: TRADITIONAL AGRICULTURE

FLOODPLAIN:

NONE

OTHER SITE CHARACTERISTICS:

- THIS PARCEL CONTAINS NO ROAD FRONTAGE
- TOUCHES AGRICULTURE EASEMENTS TO THE NORTH AND WEST



(740) 652-7110

LAEPP APPLICATIONS REVIEW REPORT

OWNER: WILLIAM J. MYERS

ADDRESS: 1517 WEST POINT RD SE, LANCASTER, OH 43130

PARCEL ID: 0340035800

ACREAGE: 112.8

TOWNSHIP: RUSHCREEK

CURRENT ZONING: R-R RURAL RESIDENTIAL DISTRICT

AMOUNT OF ROAD FRONTAGE: 2,436 FEET (WEST POINT RD.)

RESIDENTIAL STRUCTURES: NONE

FUTURE LAND USE RECOMMENDATIONS

ADOPTED 2024 COMPREHENSIVE PLAN: LOW IMPACT AND CONSERVATION & OPEN SPACE

FLOODPLAIN:

THE PROPERTY DOES CONTAIN A FLOODPLAIN HAZARD AREA

OTHER SITE CHARACTERISTICS:

NONE.



(740) 652-7110

LAEPP APPLICATIONS REVIEW REPORT

OWNER: ROBERT PAGE

ADDRESS: 6322 TENT CHURCH RD NE, LANCASTER, OH 43130

PARCEL ID: 0340011400

ACREAGE: 41.61

TOWNSHIP: RUSHCREEK TOWNSHIP

CURRENT ZONING: R-R RURAL RESIDENTIAL DISTRICT

AMOUNT OF ROAD FRONTAGE: APPROXIMATELY 1,030'

RESIDENTIAL STRUCTURES: YES

FUTURE LAND USE RECOMMENDATIONS

ADOPTED 2024 COMPREHENSIVE PLAN: RURAL RESIDENTIAL

FLOODPLAIN:

NONE

OTHER SITE CHARACTERISTICS:



(740) 652-7110

LAEPP APPLICATIONS REVIEW REPORT

OWNER: SHAFFER JACOB E & AMANDA F SURV

ADDRESS: 6845 PINE GROVE RD SW, AMANDA OH 43102

PARCEL ID: 0110041500

ACREAGE: 56.19

TOWNSHIP: CLEARCREEK TOWNSHIP

CURRENT ZONING: NO ZONING IN CLEARCREEK TOWNSHIP

AMOUNT OF ROAD FRONTAGE: 1,700 FEET (PINE GROVE ROAD)

RESIDENTIAL STRUCTURES: YES

FUTURE LAND USE RECOMMENDATIONS

ADOPTED 2024 COMPREHENSIVE PLAN: TRADITIONAL AGRICULTURE

FLOODPLAIN:

PROPERTY DOES NOT CONTAIN A FLOOD HAZARD AREA

OTHER SITE CHARACTERISTICS:

• PROPERTY IS SURROUNDED BY AGRICULTURAL USES

LAEPP Applications Review Comments from:

- Fairfield County Engineer- Dated 2-11-25
- Fairfield County Utilities- Dated 2-11-25
- Fairfield County Economic Development- Dated 2-11-25

Jonathan Ferbrache	ache	AND	·····································	a. Wisder Light	1199년 - 419 - 1948년 - 2009년 - 1979
3/1 8 /20	Vogel, T	Vogel, Tony J <tony.vogel@fair< th=""><th>rfieldcountyohio.gov></th><th>n -</th><th>registering. 1</th></tony.vogel@fair<>	rfieldcountyohio.gov>	n -	registering. 1
To:	l uesday Camech Mattei, I	uesday, February ا ا، حماح اعتام ۲۳۵ ۲۳۷ Camechis, Jeffrey G; Jonathan Ferbra Mattei, Holly R; Eastham, Nicholas P; I	Tuesday, February 11, 2025 12:06 PM Camechis, Jeffrey G; Jonathan Ferbrache; Cordle, Aundrea N; Anders, Joshua T (Josh); Upp, Jeremiah Mattei, Holly R; Eastham, Nicholas P; Hillberry, Joshua T; Szabrak, Richard M (Rick); Carpico, Vincent E	lers, Joshua T (Jos Richard M (Rick);	:06 PM Ferbrache; Cordle, Aundrea N; Anders, Joshua T (Josh); Upp, Jeremiah David; Maravy, William G; olas P; Hillberry, Joshua T; Szabrak, Richard M (Rick); Carpico, Vincent E
Cc: Subject:	Nikki Drake RE: [E] 2025	Nikki Drake RE: [E] 2025 LAEPP Farmland Pr	Preservation Application Review-February 21, 2025	bruary 21, 2025	
All					Umuthes I
Here are Utilities c 2025-LAEPP (Farm	Here are Utilities comments on the parcels: 2025-LAEPP (Farmland Preservation) Application Review	cels: lication Review			
Township	Name	Parcel	Address	Acres	Utility Comments
Clearcreek Twp.	Harden	PID 0110065900	7635 Pine Grove Road SW	89.12	No Services in the area
Clearcreek Twp.	Shaffer	PID 0110041500	6845Pine Grove Road SW	56.19	No Services in the area
Liberty Twp.	Crow & Stitzlein	PID 0210039400	10340 Heimberger Road NW	118	Need Roadway and Utility Easements
Richland Twp.	Graf	PID 0310029300 PID 0310029800	Logan-Thornville Road NE 4649 Logan-Thornville Road	32.06	No Services in the area
	Graf		NE	83.15	No Services in the area
Rushcreek Twp.	Myers	PID 0340035800	1517 West Point Road SE	112.8	No Services in the area
Rushcreek Twp.	Page	PID 0340011400	6322 Tent Church Road NE	41.61	No Services in the area
				-	
From: Szabrak, Rich Sent: Tuesday, Febi	From: Szabrak, Richard M (Rick) <u>rick.szabrak</u> Sent: Tuesday, February 11, 2025 10:07 AM	From: Szabrak, Richard M (Rick) rick.szabrak@fairfieldcountyohio.gov Sent: Tuesday, February 11, 2025 10:07 AM	.gov		
To: Vogel, Tony J to	uny.vogel@fairfieldcou	<u>Vohio.gov</u> ; Jonathan	To: Vogel, Tony J <u>tony vogel@fairfieldcountyohio.goy</u> : Jonathan Ferbrache <u>Jonathan Ferbrache@fairfieldswcd.org;</u> Cordle, Aundrea N	airfieldswcd.org;	Cordle, Aundrea N معرفان
jeremiah.upp@fair	fieldcountyohio.gov; C	amechis, Jeffrey G j <u>eff.</u>	amechis@fairfieldcountyohio.go	u; Maravy, Willia	a win reaconne whan hencountyonno.gov, Anders, Joshua 1 (Josh) <u>Josh anderswannencountyonno.gov</u> , Opp, Jerennan David jeremiah.upp@fairfieldcountyohio.gov; Camechis, Jeffrey G j <u>eff.camechis@fairfieldcountyohio.gov;</u> Maravy, William G <u>bill.maravy@fairfieldcountyohio.gov</u> ;

<u>intvohio.gov;</u> Hillberry, Joshua T	
Mattei, Holly R holly.mattei@fairfieldcountyohio.gov; Eastham, Nicholas P nicholas.eastham@fairfieldcountyohio.gov	<u>joshua.hillberry@fairfieldcountyohio.gov;</u> Carpico, Vincent E <u>vince.carpico@fairfieldcountyohio.gov</u>

Cc: Drake, Sondra Nikki ndrake@fairfieldswcd.org

Subject: RE: [E] 2025 LAEPP Farmland Preservation Application Review-February 21, 2025

Ecoromic development has reviewed these parcels and is in agreement, as long as the roadway and utilities easements listed below are addressed.

Economic Development

From: Camechis, Jeffrey G <jeff.camechis@fairfieldcountyohio.gov>

Sent: Tuesday, February 11, 2025 10:20 AM

lo: Jonathan Ferbrache Jonathan. Ferbrache@fairfieldswcd.org; Cordle, Aundrea N aundrea.cordle@fairfieldcountyohio.gov; Vogel, Tony J

cony.vogel@fairfieldcountyohio.gov; Anders, Joshua T (Josh) josh.anders@fairfieldcountyohio.gov; Upp, Jeremiah David jeremiah.upp@fairfieldcountyohio.gov; Varavy, William G bill.maravy@fairfieldcountyohio.gov; Mattei, Holly R holly.mattei@fairfieldcountyohio.gov; Eastham, Nicholas P

<u>nicholas.eastham@fairfieldcountyohio.gov;</u> Hillberry, Joshua T joshua.hillberry@fairfieldcountyohio.gov; Szabrak, Richard M (Rick)

ick.szabrak@fairfieldcountyohio.gov; Carpico, Vincent E vince.carpico@fairfieldcountyohio.gov

Cc: Drake, Sondra Nikki ndrake@fairfieldswcd.org

Subject: RE: [E] 2025 LAEPP Farmland Preservation Application Review-February 21, 2025

Please find attached the review comments for the Engineer's Office. Call if you have any questions.

Thank you



Operations Administrator

Engineer's Office https://www.co.fairfield.oh.us/Engineer *¹*(740) 652-2372 *¹*(740) 808-7473

Jeff Camechis

3026 W. Fair Ave. Lancaster, Ohio 43130 ⊠jeff.camechis@fairfieldcountyohio.gov



From: Jonathan Ferbrache <Jonathan.Ferbrache@fairfieldswcd.org> Sent: Wednesday, February 5, 2025 9:44 AM

Io: Cordle, Aundrea N <<u>aundrea.cordle@fairfieldcountyohio.gov</u>>; Vogel, Tony J <<u>tony.vogel@fairfieldcountyohio.gov</u>>; Anders, Joshua T (Josh)

<ios嵌anders@fairfieldcountyohio.gov>; Upp, Jeremiah David <ieremiah.upp@fairfieldcountyohio.gov>; Camechis, Jeffrey G

sieff.camechis@fairfieldcountyohio.gov>; Maravy, William G <<u>bill.maravy@fairfieldcountyohio.gov</u>>; Mattei, Holly R <<u>holly.mattei@fairfieldcountyohio.gov</u>>;

2025 FARMLAND PRESERVATION REVIEW

2025-LAEPP (Farm	2025-LAEPP (Farmland Preservation) Application Review	plication Review	5		1
Township	Name	Parcel	Address	Acres Repeat or	Repeat or New App General Notes:
Clearcreek Twp.	Harden	PID 0110065900	7635 Fine Grove Road SN	89.12 Repeat	
Clearcreek Twp.	Shaffer	PID 0110041500	6845Fine Grove Road SW	56.19 New	No additional RW/needed on either Twp. Rds (both 60 feet total). Concrete
		1			building and equipment encroachments on RW. Possibly house also but may
					lited sulvey.
Liberty Twp.	Crow & Stitzlein	PID 0210039400	10340 Heimberger Road NW	118 Repeat	*touches conservation easement to thewest
Rchland Twp.	Gaf	PID 0310029300	Logan-Thornville Road NE	32.06 New	*touches agriculture easements to the north and west ODOT
	Gaf	PID 0310029800	4649 Logan-Thomville Road N	83.15 New	000
Rushcreek Twp.	Myers	PID 0340035800	1517 West Point Road Œ	112.8 Repeat	
Rushcreek Twp.	Page	PID 0340011400	6322 Tent Church Road NE 41.61	41.61 New	We will need an additional 10 feet wide strip of easement at the Rus-31 bridge on
	Ξ.	~	2	×	the west end of property for a total of 40 feet from center of the road. On the east
			8		end of the property, we wil need an additional 20 feet wide strip of easement at
		s			the culvert for a total of 50 feet from the center of the road. For future
			ň		replacements.





Roads Township Roads

Tract Lines County Boundary

Fairfield County Auditor Data Portal

The user expressly agrees that the use of Fairfield County's data is at the user's sole risk.

Prosecutor's Approval Page

Resolution No.

A resolution of support of property for the Clean Ohio Local Agriculture Easement Purchase Program with the Ohio Department of Agriculture.

(Fairfield County Soil and Water Conservation District)

Approved as to form on 3/14/2025 9:47:10 AM by Austin Lines,

Signature Page

Resolution No. 2025-03.18.v

A Resolution of Support of Property for the Clean Ohio Local Agriculture Easement Purchase Program with the Ohio Department of Agriculture

(Fairfield County Soil and Water Conservation District)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

2025-03.18.w

A resolution authorizing the approval of payments of the vouchers without appropriate carry-over purchase orders and the cash disbursement for all departments that are approved by the Commissioners.

Whereas, 2024 carry-over purchase orders for obligations were not requested; and

Whereas, a then and now certification is not possible; and

Whereas, the Commissioners approve the payments of the obligations outside of the normal budgetary process and the Cash Disbursement Journal; and

Whereas, the County Auditor should consider this in lieu of a then and now certificate;

Whereas, the State Auditor has stated that no exception would be taken to the bills provided the Commissioners approve the payments on a separate resolution; and

Whereas, carry-over purchase orders were missed because purchase orders cannot be carried over when cash or purchase orders have been exhausted.

WHEREAS, departments that need the Board of Commissioners' approval for payment of their invoices that are \$77,250.01 and over and other miscellaneous invoices, have submitted their invoices to the County Auditor; and

WHEREAS, the County Auditor has submitted the cash disbursement journal for payment of invoices for the check date of March 20, 2025.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That the Fairfield County Board of County Commissioners approves the attached cash disbursement journal totaling \$ 474,384.51 which also includes the then and now invoices of more than \$77,250. (See attached - Excel/PDF spreadsheet with detail entries)

FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT

Department

•									
Check #	Check Date	Vend #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
	MMISSION				Dato		Trantant		, unount
					0/44/0005	700	00040		054 074 50
5423045	3/20/2025	3475	THE OHIO STATE UNIVERSITY	CIR-00000475	3/11/2025	729	C0318	2025 Allocation	254,671.50
	FUND: 273	36 - FY09	CFLP GRANT FUND						
5423047	3/20/2025	68600	CFLP SOLID WASTE DISTRICT	FY2024 CFLP	10/2/2024	25003440	C0318	UNSPENT/REIMB CFLP 2024 FUNDS FAIRFIELD CO	90,255.99
	FUND: 389	96 - HAN	GAR 2023 CAPITAL PROJ FND						
5423046	3/20/2025	14329	SETTERLIN BUILDING COMPANY	4	2/1/2025	24005004	4 C0318	2024 Hangar Project	129,457.02
								TOTAL: COMMISSIONERS ADMIN	474,384.51
								Summary Total for this report:	474,384.51

FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT - SUMMARY

Department	Total Amount
1200 - COMMISSIONERS ADMIN	\$474,384.51
Summary Total For This Report:	\$474,384.51

Commissioner Steven A. Davis

Commissioner Jeffery M Fix

Commissioner David L Levacy

Date

						PURCHASE	
Ven#	VENDOR NAME	AMOUNT	ORG	OBJECT	PROJECT	ORDER	DESCRIPTION
68600	CFLP SOLID WASTE DISTRICT	\$90,255.99	12273624	590330		25003440	REIMB CFLP 2024 FUNDS FF CO

\$ 90,255.99

Signature Page

Resolution No. 2025-03.18.w

A Resolution Authorizing the Approval of Payments of Vouchers Without Appropriate Carry-Over Purchase Orders and the Cash Disbursement for all Departments that are Approved by the Commissioners

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

HANDOUTS PROVIDED BY THE PUBLIC **DURING THE PUBLIC COMMENT** SECTION OF THE MFFTING ARF CONTAINED HEREAFTER



Protect Amanda Township, Inc PO Box 49, Amanda, OH 43102 protectamandatownship@gmail.com

March 13, 2025

Z,

Fairfield County Commissioners 210 East Main Street Lancaster, OH 43130

Commissioners Steven Davis, Jeffery Fix, and David Levacy,

The members of Protect Amanda Township, Inc are thrilled to announce that at their March 10, 2025 meeting which was packed with opponents of the project, the Amanda Township Trustees **unanimously announced their opposition to the proposed Carnation Solar Project.** (*letter attached*) We are respectfully asking you to join them in opposition. Since members of our organization first spoke with you in May of 2022, we have spent countless hours researching the impact this 1700 acres Utility Scale Project would have on our rural, agricultural community. We have invited you to "come sit on our porches" and updated you at meetings.

Now the time for the OPSB process has come and we are asking you to join the Amanda Township Trustees and write to the Ohio Power Siting Board in strong opposition to the Carnation Solar (024-0881-EL-BGN) project. As we have watched the permitting process unfold during the Eastern Cottontail hearings, we have seen that the scales are heavily tipped in favor of the solar companies. Their resources seem endless. They have staff, specialists, and attorneys who are not only paid to do everything, but who know the process intimately. Many had not even visited the project area! We on the other hand, are doing all of the work on a volunteer basis and paying for attorneys and supplies out of our own pockets. We are learning about all of this as we go while working our regular jobs. *We do this to save our community*! **We are asking you to oppose the Carnation Solar Project to help balance the scales.**

We have all become aware of how the support of the county commissioners is vital. The recent staff reports about the Eastern Cottontail Project and the Grange Solar Project exemplify this:

The OPSB Staff Report of Investigation for the Eastern Cottontail Solar Project released January 10, 2025 ((<u>https://dis.puc.state.oh.us/ViewImage.aspx?CMID=A1001001A25A10B60304J01031</u>) states on pgs 45-46

"Staff recommends that the Board find that the proposed facility would serve the public interest, convenience, and necessity, and therefore complies with the requirements specified in R.C. 4906.10(A)(6), provided that any certificate issued by the Board for the proposed facility include the conditions specified in the section of this Staff Report of Investigation entitled Recommended Conditions of Certificate. In making this recommendation, Staff notes that the Fairfield County Board of Commissioners has not acted to intervene in this case, nor has it filed any comment in opposition to the project. As such, Staff does not feel that the local opposition in this case is especially prominent, one-sided, and compelling."

(my emphasis)

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Grange Solar in Logan County **withdrew their application on February 28, 2025**. They withdrew only **one week after the OPSB Staff released their report recommending <u>denial</u> of the project. This recommendation was BEFORE the public or evidentiary hearings were held. <u>https://dis.puc.state.oh.us/ViewImage.aspx?CMID=A1001001A25B21B61107C01486</u>**

P. 1 "...**recommends that the Board deny the Applicant's request** for a certificate of environmental compatibility and public need due to the Applicant's inability to establish at least one of the eight statutory criteria. Specifically, Staff recommends that the Board find that the Applicant has failed to establish that the facility will serve the public interest, convenience, and necessity as required under R.C. 4906.10(A)(6)."

On pages 53-54, the staff report continues, "... Staff finds that the project will not serve the public interest, convenience, and necessity ... Public interest, convenience, and necessity should be examined through a broad lens. Staff notes that the governmental agencies and representatives mentioned above are local officials responsible for representing and serving their respective communities...These responsibilities include preserving the health, safety, and welfare of the citizens within their respective communities. The strong opposition to the project that is documented by the county, all five impacted townships, and the impacted village is especially noteworthy and compelling. Further, the entities filed resolutions or letters in the case docket affirming their opposition to this project and Logan County also moved to intervene in the case. Thus, opposition to the project has been long-standing and unwavering, ... Staff recognizes that in this proceeding the opposition has been especially prominent and overwhelmingly one-sided from the local government agencies. Staff believes that the public opposition will create negative impacts within the local community. Staff believes that any benefits to the local community are outweighed by the overwhelming documented public opposition and, therefore, the project would not serve the public interest, convenience, and necessity."

The support of you, the Fairfield County Commissioners is imperative! We are asking you to take what you have learned about the OPSB permitting process through the Eastern Cottontail ordeal and write a resolution in opposition to the proposed Carnation Solar Project in Amanda Township. Join the Amanda Township Trustees and the overwhelming number of residents of the proposed project area in officially opposing this project.

Respectfully,

Protect Amanda Township, Inc Board Members Signed 3/14/2025

Cheryl Kohler, President

Laura Steele, Vice President

Beth Cottr

Dale Solt

Ulihi

Linda Waidelich

Enclosure: Amanda Trustee letter in opposition of Carnation Solar Project

Scott Barr

Debbie Gobel

Cheryl Bei

ry Starner Je

Amanda Twp. Board of Trustees of Fairfield County 8000 Cincinnati-Zanesville Rd. P.O. Box 276, Amanda, Ohio 43102

March 10, 2025

Ohio Power Sitting Board 180 East Broad St. Columbus, OH 43215

RE: Case # 24-0881-EL-BGN

Dear Ohio Power Sitting Board,

The Amanda Township Board of Trustees of Fairfield County are writing this letter to ask you to **DENY** the Carnation Solar project.

The people of Amanda Township elect the Amanda Township Trustees to do what is best for the township. That is why we have a zoning board to make sure that everything is done equally among all residents of Amanda Twp. This process is allowing people not from Amanda Twp to have a say in what can be done in our township that do not live in the area. There has not been one Amanda Township resident who has come to an Amanda Township Trustees meeting saying that they are in favor of the Carnation Solar project. People chose to live in this area because of the zoning regulations prevent this kind of development from happening.

The Township Trustees have several concerns about this project from road traffic that are not built for this kind of equipment to travel on. These roads will be damaged from the heavy truck traffic, especially from the spring thaw as we must put a weight load limit to help protect them from breaking apart. The disruption of noise that people will have to listen to all day and half the night during the construction.

The safety with our Fire Department as we are a small department that is having trouble getting enough manpower or proper equipment to handle this kind of potential fire.

Agriculturally, this is prime farmland and field tiles that help handle the water flow that help prevent flooding in fields and roadways will be damage once the support poles are placed.

This is the reason that Amanda Township Trustees are writing this letter to support many of our constituents that we are NOT in favor of this and are asking you to **DENY** this project.

Raiph E. Hedrick Chairman Trustee

Mark Pontius Trustee

Austin Reid Trustee

March 2025 Newsletter





Dear Neighbor,

We hope you are staying warm this winter! This newsletter provides an update on National Grid Renewables' Carnation Solar Project being proposed in your community. Please contact us at any time or visit our website:

www.nationalgridrenewables.com/in-development/carnation-solar/

We look forward to hearing from you!

PROJECT OVERVIEW

The Carnation Solar Project is a partnership with local farmers traversing approximately 1,700 acres of land for the development of an up to 142 megawatt (MW) solar development. Benefits include:



In Ohio, veterans are working in 11.5% of all clean energy jobs, which is more than double the average rate of veterans in the overall workforce. Source: Clean Jobs Midwest Report



Solar emits no air or water pollution, doesn't use water in the generation of electricity and creates no hazardous or radioactive waste on site.

SCHEDULE Royalton 2025 CRE **CR 16** Filed application with the Ohio Power Siting Board (OPSB) in February 2025. 2026 -**Construction scheduled** to commence \odot *2026 at the earliest 2027 Amanda



PUBLIC INFORMATION MEETING MATERIALS

If you were unable to attend our in-person meetings last fall, visit our website to see the full suite of materials. https://nationalgridrenewables.com/in-development/carnation-solar/

There are various avenues for public participation throughout the permitting process. More information can be found via the OPSB website www.opsb.ohio. gov/. If you have questions regarding the OPSB process or public participation, you can contact them directly:



CARNATION NEEDS YOU – SEND A LETTER OF SUPPORT TO OPSB FOR CARNATION SOLAR HERE:

- Ohio Power Siting Board 180 E Broad St, Columbus, OH 43215
 - 📞 (866) 270-6772

📁 🛤 contactOPSB@puco.ohio.gov

CONTACT THE CARNATION SOLAR PROJECT TEAM:

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💛 CARING FOR THE SOIL | DRAIN TILE FAQ

Drain tiles are pipes installed in farm fields to regulate proper drainage. They guide excess water away from soil or fields to keep fields from flooding.

We have numerous on-site staff with drain tile management experience and understand its significance to agriculture as well as this project.



Our approach: *Proactivity is key!

- 1. Research: Our team will conduct intensive research to identify locations of drain tile. There are various approaches our team uses to identify tile locations, such as:
 - I. Geospatial maps
 - II. Hand drawn maps
 - III. County records
 - IV. Landowner communications
- Advanced technology: Using modern technology assists in aiding project teams to efficiently and accurately conduct this work.
 - A. Drones
 - B. Line cameras
 - C. Aerial photos
 - D. Grounding probing
- 3. Proactive: We plan ahead to mitigate difficult situations by taking extra steps. We hire local tile contractors and have them visit our construction site regularly to inspect for damages that require repair. We also plan ahead for areas where repairs are unavoidable.
- Monitor and inspect: Our team will continue to monitor performance of drain tiles and address any concerns. Construction managers can be contacted to visit the site and evaluate any issues.

National Grid Renewables understands the importance of properly drained fields and always strive to be good stewards of the land.





Carnation Solar Project National Grid Renewables 8400 Normandale Lake Blvd Ste 1200 Bloomington, MN 55437

3/18/2025

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