

Regular Meeting #16 - 2025
Fairfield County Commissioners' Office
April 15, 2025

Review Meeting

The Commissioners met at 1:00 p.m. on Tuesday, April 15, 2025, Alley Park, 2805 Old Logan Rd. SE, 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; Treasurer, Jim Bahnsen; Assistant Prosecuting Attorney, Amy Brown-Thompson; Deputy JFS Director, Heather O'Keefe; FCFC Manager, Tiffany Wilson; Recorder, Lisa McKenzie; Deputy HR Director, Abby Watson; HR Officer, Amberly Hannum; Communications Officer, Rachel Elsea; Sheriff, Alex Lape; Appraisal Assistant, Crystal Walker; Appraiser, Robin Balthaser; Interim RPC Director, Holly Mattei; District Urban Technician, Chad Lucht; Soil and Water Manager, Nikki Drake; Economic & Workforce Development Director, Rick Szabrak; and Sheriff's Deputy, Kevin Romine.

Welcome

Commissioner Fix opened the meeting by welcoming everyone in attendance.

Grant Award - Sheriff

Sheriff Lape announced that his office was awarded a \$53,000 grant for body worn cameras. The grant will assist with storage fees.

Ms. Cordle asked if Hicks Partners had assisted with the grant application.

Sheriff Lape replied that Hicks Partners had assisted, along with Christy Noland from EMA.

Commissioner Fix asked if the new law regarding records request would benefit the Sheriff's Office.

Sheriff Lape replied that the new law would allow for the charging of a fee for some public records request. This law will help mitigate requests for body cam footage being used on social media. The Sheriff's Office (SO) is working on a policy and has attained a template from the Attorney General's office.

Public Comments

There was no public comment.

Legal Update

Amy Brown-Thompson stated the SO's Civil Division is second to none and processes a lot of public records requests. The Prosecutor's office is happy to partner with the SO on an updated policy for HB 28. She added that it came to the attention of the Prosecutor's Office that tax foreclosures must have appropriate documentation, and they will follow up.

Regular Meeting #16 - 2025
Fairfield County Commissioners' Office
April 15, 2025

County Administration Update

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

Week in Review

April is National County Government Month (NCGM)

National County Government Month is a great opportunity to highlight the role that counties play in serving our residents and all Ohioans. We are continuing through the month of April to highlight some of the essential services that county governments provide. Next month is National Military Appreciation Month, a time to recognize all those who have served, or who are currently serving, in the U.S. Armed Forces. Today we are highlighting some of the services provided by the Fairfield County Veteran Service Commission. Among other services, the Veteran Service Commission assists veterans and their dependents in filing claims for compensation, they assist with emergency financial assistance for disabled veterans and their families, they help veterans apply for Ohio grants money, they provide transportation for veterans enrolled in the VA healthcare System, and they provide flags and flag holders to decorate graves on Memorial Day. All 88 counties in Ohio have a Veterans Service Office and the contact information for the Fairfield County Veteran Service Commission is on the county's website.

Change in 2025 Meeting Schedule

There will be a resolution for your consideration at next week's meeting to remove the June 3 meeting from the 2025 meeting schedule. This meeting is being removed from the schedule due to scheduling issues. We want to provide as much notice as possible so that departments can plan this change as there is also not a meeting on May 27th.

Highlights of Resolutions

Administrative Approvals

The review packet contains a list of administrative approvals.

Resolution Review

There are 18 resolutions on the agenda for the Regular voting meeting.

Resolutions of note:

- Under the Commissioners, there are three financial resolutions. The first two are to appropriate from unappropriated monies for the CORSA insurance premium and for TB patient costs. R. C. 339.73 states that each county must have treatment available to all in that county with tuberculosis. The third resolution is for an account to account transfer for supplies for the Visitation Center. The CORSA increase is from the addition of new property, higher payroll due to the addition of

Regular Meeting #16 - 2025
Fairfield County Commissioners' Office
April 15, 2025

a new department, and the higher cost of reinsurance. We budgeted 10% but it just wasn't quite enough.

- Economic and Workforce Development has a resolution authorizing an amendment to the subgrant agreement between Pickaway Ross Career and Technology Center and the Fairfield County Board of Commissioners. The Area 20 Workforce Development Board was awarded a grant for pre-apprenticeships for students in the Area 20 Workforce region. This agreement was designed to increase the number of apprentices in the area.
- RPC has a resolution to approve a change order for the Village of Pleasantville Otte Park Concessions and Restroom Pavillion Project. This change order will allow for additional time for completion of the project due to weather delays and will decrease the contract price by \$2000 due to the deduction of an electric service fee.
- And the Treasurer's Office has a resolution to appropriate \$300,000 from unappropriated funds for contractual services for the Land Bank.

Budget Review

No update

Calendar Review/Invitations Received

- *The Calendar Review, and review of Invitations Received, and Correspondence were provided by the Clerk to the Board of Commissioners, Rochelle Menningen.*
 - Lancaster-Fairfield Community Action Board of Directors' Retreat, April 17, 2025, 9:00 a.m.-3:00 p.m., Alley Park, 2805 Old Logan Rd. SE, Lancaster
 - CCAO Regional Legislative Briefing, April 21, 2025, 12:00 p.m., Granville Inn, 314 E. Broadway, Granville
 - Fairfield Beach Tornado Shelter Ribbon Cutting Ceremony, April 22, 2025, 1:00 p.m., 5056 Beaver Dr. NE, Thornville
 - Governor's Reception Celebrating Ohio's County Elected Officials, May 1, 2025, 5:00 p.m. – 6:30 p.m., The Ohio Governor's Residence, 358 N. Parkview Ave., Columbus

Correspondence

- Expedited Type II Annexation, 4.38 +/- Acres from Violet Township to the City of Canal Winchester, Agent for the Petitioner – Kegler Brown Hill & Ritter Co. LPA
- Expedited Type II Annexation, 496.232 +/- Acres from Walnut Township to the Village of Millersport, Agent for the Petitioner – Elizabeth Seedorf
- Fairfield County Municipal Court Fee Report, Criminal/Traffic Division, March 2025

Regular Meeting #16 - 2025 – April 15, 2025

Regular Meeting #16 - 2025
Fairfield County Commissioners' Office
April 15, 2025

Updates from Elected Officials and Department Heads

Sheriff Lape stated that April 13th-19th is Dispatcher Appreciation Week.

Ms. Elsea reported that the Auditor's Office hosted a CAAO meeting on 4/11 and presented on Internal Controls, the REA Webpage, the new lot split application, and proposed legislation. Crystal Walker and Robin Balthaser graduated from the Chamber of Commerce's Leadership Program.

Mr. Clark thanked everyone who attended the Child Abuse Prevention Month breakfast and spoke about the significance of the event.

Mr. Kochis stated that the bid opening for the Sheridan Center renovations would be later that afternoon.

Ms. Drake reported that 4100 trees had been ordered and would be picked up by county residents and businesses on Friday. Also, there would be 1000 trees going home with 5th graders in the coming week.

Old Business

Commissioner Levacy spoke about the Bicentennial Celebration for Millersport and the many proclamations the village received from state officials.

Commissioner Fix stated he attended the CCAO Board meeting and the 4-H awards night the previous week. He spoke about the amazing work and projects from the 4-H participants and their leaders.

New Business

Commissioner Levacy stated he would be attending the Fairfield Beach Tornado Shelter Ribbon Cutting event. He added that this facility is much needed as homes in the area do not have basements and that the doors open automatically in the event of a weather emergency. He further added that the facility can be used as a community center and that Mr. Kochis, and his team did a lot of work to make the facility possible.

Regular (Voting) Meeting

The Commissioners continued to the voting portion of the meeting and Commissioner Fix called the meeting to order. 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; Treasurer, Jim Bahnsen; Assistant Prosecuting Attorney, Amy Brown-Thompson; Deputy JFS Director, Heather O'Keefe; FCFC Manager, Tiffany Wilson; Recorder, Lisa McKenzie; Deputy HR Director, Abby Watson; HR Officer, Amberly Hannum; Communications Officer, Rachel Elsea; Sheriff, Alex Lape; Appraisal Assistant, Crystal Walker; Appraiser, Robin Balthaser; Interim RPC Director, Holly Mattei; District Urban Technician,

Regular Meeting #16 - 2025 – April 15, 2025

Regular Meeting #16 - 2025
Fairfield County Commissioners' Office
April 15, 2025

Chad Lucht; Soil and Water Manager, Nikki Drake; Economic & Workforce Development Director, Rick Szabrak; and Sheriff's Deputy, Kevin Romine.

Announcements

There were no additional announcements.

Approval of Minutes for April 8, 2025

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the Minutes for Tuesday, April 8, 2025, meeting.

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 resolutions from the Fairfield County Commissioners:

- | | |
|--------------|--|
| 2025-04.15.a | A resolution to appropriate from unappropriated funds in a major expenditure object categories for Fund# 1001. |
| 2025-04.15.b | A resolution to appropriate from unappropriated funds in major expenditure object categories for Fund# 1001. |
| 2025-04.15.c | A resolution approving an account to account transfer in a major object expense category for materials and supplies for the Visitation Center Budget, General Fund# 1001 |

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 Economic and Workforce Development

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 Economic and Workforce Development:

- | | |
|--------------|--|
| 2025-04.15.d | A resolution authorizing the First Amendment to the subgrant agreement between Pickaway Ross Career and Technology Center and the Fairfield County Board of County Commissioners. |
| 2025-04.15.e | A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Economic and Workforce Development; Fund # 2902/Project # T0001; Redevelopment Tax Equivalent Project |

Roll call vote of the motion resulted as follows:

Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

Regular Meeting #16 - 2025 – April 15, 2025

Regular Meeting #16 - 2025
Fairfield County Commissioners' Office
April 15, 2025

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:

- | | |
|--------------|--|
| 2025-04.15.f | A Resolution to Approve the Contract Bid Award for the Sale of Scrap Metal & Aluminum. |
| 2025-04.15.g | A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for repairs and maintenance. |
| 2025-04.15.h | A resolution to approve a memo expense for W. Buckeye Lake/Ballard Lane expenses - Fairfield County Commissioners |

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 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 resolutions from the Fairfield County Family and Children First Council:

- | | |
|--------------|---|
| 2025-04.15.i | A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund # 7521, Family Children First Council |
| 2025-04.15.j | A resolution authorizing the approval of a partial repayment of an advance to the General Fund – Fund #7521, Sub-fund #8160 Help Me Grow – Early Intervention |

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:

- | | |
|--------------|--|
| 2025-04.15.k | A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between The Julia Paige Family Center and Child Protective Services Department. |
| 2025-04.15.l | A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Cincinnati Children's Hospital. |

Regular Meeting #16 - 2025
Fairfield County Commissioners' Office
April 15, 2025

2025-04.15.m 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

2025-04.15.n A Resolution to Approve a Reimbursement for Share of Costs for Postage as a Memo Expenditure for Fund# 2018

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:

2025-04.15.o A Resolution to Approve a Change Order #3 for the CDBG PY2022 Village of Pleasantville – Otte Park Concessions + Restroom Pavillion 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:

2025-04.15.p A resolution approving an account-to-account transfer into a major expenditure object 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 the Fairfield County Treasurer

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 Treasurer:

2025-04.15.q A resolution to appropriate from unappropriated in a major expenditure object category Treasurer's office; Fund 2804 DTAC

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:

Regular Meeting #16 - 2025 – April 15, 2025

Regular Meeting #16 - 2025
Fairfield County Commissioners' Office
April 15, 2025

2025-04.15.r

A resolution authorizing the approval of payment of invoices for departments that need the Board of Commissioners' approval.

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 1:24 p.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, April 22, 2025, in the Commissioners' Hearing Room, 210 E. Main St., Lancaster, OH.


Motion by: David Levacy

Seconded by: Steve Davis

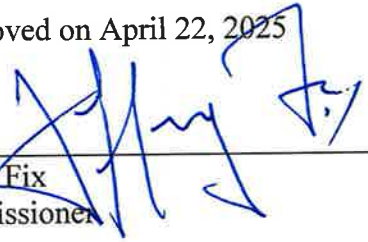
that the April 15, 2025, minutes were approved by the following vote:

YEAS: David Levacy, Steve Davis, and Jeff Fix

NAYS: None


ABSTENTIONS:

*Approved on April 22, 2025


Jeff Fix
Commissioner


Steve Davis
Commissioner


David Levacy
Commissioner


Rochelle Menningen, Clerk



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

Clerk

Rochelle Menningen

Tuesday, April 15, 2025
1:00 p.m.
Alley Park
2805 Old Logan Rd. SE, Lancaster

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.*

2. Welcome**3. Sheriff Alex Lape to Speak on Grant Award****4. 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.*

5. Legal Update**6. County Administration Update**

- a. Week in Review
- b. Highlights of Resolutions
- c. Budget Review
- d. Calendar Review/ Invitations Received
 - i. Lancaster-Fairfield Community Action Board of Directors' Retreat, April 17, 2025, 9:00 a.m.-3:00 p.m., Alley Park, 2805 Old Logan Rd. SE, Lancaster
 - ii. CCAO Regional Legislative Briefing, April 21, 2025, 12:00 p.m., Granville Inn, 314 E. Broadway, Granville
 - iii. Fairfield Beach Tornado Shelter Ribbon Cutting Ceremony, April 22, 2025, 1:00 p.m., 5056 Beaver Dr. NE, Thornville
 - iv. Governor's Reception Celebrating Ohio's County Elected Officials, May 1, 2025, 5:00 p.m. – 6:30 p.m., The Ohio Governor's Residence, 358 N. Parkview Ave., Columbus
- e. Correspondence
 - i. Expedited Type II Annexation, 4.38 +/- Acres from Violet Township to the City of Canal Winchester, Agent for the Petitioner – Kegler Brown Hill & Ritter Co. LPA

SERVE • CONNECT • PROTECT



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

Clerk

Rochelle Menningen

- ii. Expedited Type II Annexation, 496.232 +/- Acres from Walnut Township to the Village of Millersport, Agent for the Petitioner – Elizabeth Seedorf
- iii. Fairfield County Municipal Court Fee Report, Criminal/Traffic Division, March 2025

7. Updates from Elected Officials and Department Heads

8. Old Business

9. New Business

10. Regular (Voting) Meeting

11. Adjourn

SERVE • CONNECT • PROTECT

Quarters Total 2021, Total 2022, Total 2023, Total 2024, Quarter 1, 2, 2025 – American Rescue Plan Fiscal Recovery Funds, as of 4.10.2025.

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds.

\$30,606,902.00 has been appropriated, \$27,693,345.76 expended, \$2,752,816.89 encumbered or obligated.

Project/Category		As of 4/10/25 Appropriations	As of 4/10/25 Expenditure	As of 4/10/25 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	3,424,899.58	1,160.00
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	6,348,722.21	1,160.00
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

Quarters Total 2021, Total 2022, Total 2023, Total 2024, Quarter 1, 2, 2025 – American Rescue Plan Fiscal Recovery Funds, as of 4.10.2025.

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds.

\$30,606,902.00 has been appropriated, \$27,693,345.76 expended, \$2,752,816.89 encumbered or obligated.

Project/Category		As of 4/10/25 Appropriations	As of 4/10/25 Expenditure	As of 4/10/25 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		39,554.00	39,554.00	0.00
Premium Pay				
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

Quarters Total 2021, Total 2022, Total 2023, Total 2024, Quarter 1, 2, 2025 – American Rescue Plan Fiscal Recovery Funds, as of 4.10.2025.

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds.

\$30,606,902.00 has been appropriated, \$27,693,345.76 expended, \$2,752,816.89 encumbered or obligated.

Project/Category		As of 4/10/25 Appropriations	As of 4/10/25 Expenditure	As of 4/10/25 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	2,557,176.53	204,659.32
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	6,864,888.90	306,711.79
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

Quarters Total 2021, Total 2022, Total 2023, Total 2024, Quarter 1, 2, 2025 – American Rescue Plan Fiscal Recovery Funds, as of 4.10.2025.

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds.

\$30,606,902.00 has been appropriated, \$27,693,345.76 expended, \$2,752,816.89 encumbered or obligated.

Project/Category		As of 4/10/25 Appropriations	As of 4/10/25 Expenditure	As of 4/10/25 Obligation
R61e	Dispatch Consoles	543,820.85	543,820.85	0.00
R61f	Fairfield Center Purchase	2,708,752.85	2,708,752.85	0.00
R61g	Fairfield Center Renovation	3,344,528.02	3,208,277.92	136,250.10
R61h	Community School Attendance Program	501,137.00	501,137.00	0.00
R61i	Workforce Center Expansion	0.00	0.00	0.00
R61j	Smart Growth	197,657.97	197,657.97	0.00
R61k	United Way and Dolly Parton's Imagination Library	25,000.00	25,000.00	0.00
R61l	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
R61q	Transportation School Education 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 Management Application	52,433.00	48,000.00	4,433.00
R61t	County Radios	61,537.50	0.00	61,537.50
R61u	Transportation	243,000.00	243,000.00	0.00
R61v	Transportation 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	9,754,490.89	245,509.11

Quarters Total 2021, Total 2022, Total 2023, Total 2024, Quarter 1, 2, 2025 – American Rescue Plan Fiscal Recovery Funds, as of 4.10.2025.

From the **\$30,606,902.00** received as the first and second tranche of fiscal recovery funds.

\$30,606,902.00 has been **appropriated, \$27,693,345.76** expended, **\$2,752,816.89** encumbered or obligated.

Project/Category		As of 4/10/25 Appropriations	As of 4/10/25 Expenditure	As of 4/10/25 Obligation
Administration				
R71a	Administrative Expenses	591,798.66	431,059.31	0.00
Subtotal Administration		591,798.66	431,059.31	0.00
Grand Total		\$30,606,902.00	\$27,693,345.76	\$2,752,816.89

ADMINISTRATIVE AUTHORITY ITEMS
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
APRIL 07, 2025 TO April 13, 2025

Fairfield County Commissioners

- AA.04.08-2025.b 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.04.08-2025.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 Dog Shelter

- AA.04.11-2025.a An Administrative Approval of a Master Equity Lease Agreement between Enterprise Fleet Management, Inc., and Fairfield County Dog Shelter [Dog Shelter]

Fairfield County Economic & Workforce Development

- AA.04.10-2025.c An Administrative Approval regarding a service agreement between Nauman Outdoor Advertising, Inc and Fairfield County Economic and Workforce Development. [Economic & Workforce Development]
- AA.04.10-2025.g An administrative authority to approve of the Area 20/21 WIOA monitoring contract between Stoney Creek 360 LLC and the Fairfield County Economic and Workforce Development Department. [Economic & Workforce Development]

Fairfield County Family and Children First Council

- AA.04.07-2025.a An Administrative Approval approving an Affirmation and Disclosure form for Help Me Grow Early Intervention Service Coordination for State Fiscal Year 2026 [Family and Children First Council]

Fairfield County Human Resources

- AA.04.10-2025.b An administrative approval approving an agreement for legal services with Fishel Downey Albrecht Riepenhoff, LLP [Fairfield County Human Resources]

Fairfield County Information Technology

- AA.04.10-2025.d An Administrative Approval for a fiber network connectivity agreement between GloFiber and the Fairfield County Board of Commissioners for the purposes of network interconnectivity among County facilities [Information Technology]

Fairfield County Juvenile/Probate Court

- AA.04.08-2025.a An Administrative Approval for the Disposal of Obsolete Assets for Juvenile Court by internet auction with Gov Deals, Inc [Juvenile/Probate Court]

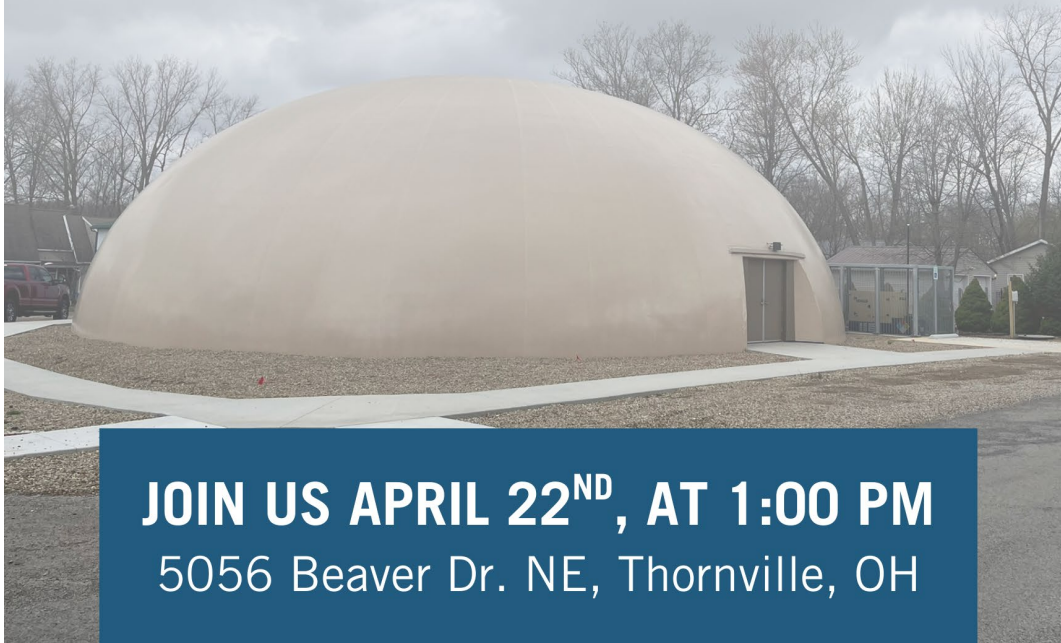
Fairfield County Regional Planning Commission

- AA.04.07-2025.b A resolution authorizing the approval of a service agreement by Verdantas, LLC and the Board of County Commissioners for CDBG PY2024. [Regional Planning Commission]
- AA.04.07-2025.c An Administrative Approval to approve a contract for Environmental Review Services for the Fairfield County Community Development Block Grant (CDBG) Allocation Program and Neighborhood Revitalization Programs of Fairfield County B-F-24-1AV-1 [Regional Planning] [Regional Planning Commission]
- AA.04.10-2025.e An Administrative Approval for Release of Funds and Certification (RROF) for Federally Funded Projects within the Fairfield County Community Development Block Grant (CDBG) Neighborhood Revitalization Program (Bremen) of Fairfield County B-X-24-1AV-1 [Regional Planning] [Regional Planning Commission]
- AA.04.10-2025.f An Administrative Approval for Release of Funds and Certification (RROF) for Federally Funded Projects within the Fairfield County Community Development Block Grant (CDBG) Allocation Program of Fairfield County B-X-24-1AV-1 [Regional Planning] [Regional Planning Commission]
- Fairfield County Sheriff
- AA.04.10-2025.a An Administrative Approval for a Service Agreement between ACI (Accurate Controls, Inc.) and the Fairfield County Sheriff's Office. [Sheriff]



FAIRFIELD BEACH TORNADO SHELTER

Ribbon Cutting Ceremony



JOIN US APRIL 22ND, AT 1:00 PM
5056 Beaver Dr. NE, Thornville, OH



YOU AND YOUR SPOUSE ARE INVITED TO JOIN

GOVERNOR MIKE DEWINE

&

FIRST LADY FRAN DEWINE

FOR A

RECEPTION

CELEBRATING OHIO'S COUNTY ELECTED OFFICIALS

THURSDAY, 1ST OF MAY

5:00 - 6:30 PM

THE OHIO GOVERNOR'S RESIDENCE

358 NORTH PARKVIEW AVENUE

COLUMBUS, OHIO 43209

KINDLY RESPOND BY APRIL 21ST

TO JULIA.WALLING@GOVERNOR.OHIO.GOV

PLEASE REFERENCE MAY 1ST WHEN REPLYING.

INVITATIONS ARE NON-TRANSFERABLE



NOT PRINTED AT TAXPAYER EXPENSE

PETITION FOR ANNEXATION
OF 4.38 ACRES, MORE OR LESS,
IN VIOLET TOWNSHIP, FAIRFIELD COUNTY, OHIO
TO THE CITY OF CANAL WINCHESTER, OHIO
UTILIZING THE SPECIAL PROCEDURE OF
OHIO REVISED CODE SECTION 709.023, ET SEQ.

**TO: THE BOARD OF COUNTY COMMISSIONERS OF
FAIRFIELD COUNTY, OHIO**

Now comes the undersigned petitioner, being one hundred percent (100%) of the owners of certain property as hereinafter described who are included in determining the number of owners needed to sign a petition for annexation and request that his property be annexed to the City of Canal Winchester, Ohio. The territory proposed for annexation contains 4.38 acres, more or less, in Violet Township, Fairfield County, and is contiguous to the boundary of the City of Canal Winchester, Ohio for five percent (5%) or more of the perimeter of the territory proposed for annexation. The undersigned understands the property will not be excluded from the township.

An accurate description of the perimeter of the territory sought to be annexed is attached hereto and made a part hereof as Exhibit "A." A map or plat of the above-described territory sought to be annexed is attached hereto and made a part hereof as Exhibit "B."

The annexation will not create an unincorporated area of township that is completely surrounded by the territory proposed for annexation.

There is no annexation agreement between the City of Canal Winchester and Violet Township pursuant to R.C. 709.192 applicable to this annexation or an applicable Cooperative Economic Development Agreement (C.E.D.A.) pursuant to R.C. 701.07.

The number of owners in the territory sought to be annexed is one (1). The number of owners in the territory sought to be annexed required to be included in determining the number of owners needed to sign a petition is one (1). The number of owners who signed the petition is one (1).

The owner who signed this petition by his signature expressly waives his right to appeal in law or equity from the board of county commissioners' entry of any resolution passed under R.C. 709.023 and waive any right he may have to sue on any issue relating to a municipal corporation requiring a buffer as provided in R.C. 709.023 and further waives any right to seek a variance that would relieve or exempt him from that buffer requirement.

RECEIVED


APR 11 2025

Fairfield County
Commissioners

[Signature] 022

Catherine A. Cunningham, 65 E. State Street, Columbus, OH 43215, (614) 486-5486 is hereby appointed agent for the undersigned petitioner, as required by R.C. 709.02; and said petitioner's agent is hereby authorized to make any amendments and/or deletions which in her absolute and complete discretion are proper under the circumstances then existing. In addition, the petitioner's agent is authorized to make such amendments and/or deletions in this petition, map, plat or description in order to correct any discrepancy or mistake noted by the county engineer or others in their examination of the petition, map, plat or description. Amendments to correct the map, plat or description may be made by the presentation of an amended map or plat and description to the Board of County Commissioners on, before or after the date set for hearing of this petition unless otherwise specified by law.

"WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE."

<u>NAME</u>	<u>PROPERTY ADDRESS</u>	<u>DATE</u>
 Michael L. Zwayer, Successor Trustee of the Norma L. Zwayer Living Trust dated July 28, 1999, as amended	836 Stonehenge Drive Tipp City, OH 45371	<u>3/24/25</u>

RECEIVED

APR 11 2025

Fairfield County
Commissioners



RECEIVED

APR 11 2025

Fairfield County
Commissioners

[Signature]

Annexation
Petition
Exhibit A

March 19, 2025

**PROPOSED ANNEXATION OF 4.38 ACRE TRACT
NORTH OF ASHBROOK ROAD, WEST OF LITHOPOLIS WINCHESTER ROAD NW**

**FROM: VIOLET TOWNSHIP
TO: THE CITY OF CANAL WINCHESTER, OHIO**

Situated in the State of Ohio, County of Fairfield, Township of Violet, part of the Southwest Quarter of Section 32, Township 15, Range 20, and being all of that 4.38 acre tract described in a deed to Michael L. Zwayer, Trustee of the Norma L. Zwayer Living Trust, of record in Instrument Number 202300014475 (all records referenced herein being to those located in the Recorder's Office, Fairfield County, Ohio, unless otherwise noted), and being more particularly described as follows:

Beginning at a point on the eastern corporation line of the City of Canal Winchester, as established by Ordinance Number 726, of record in Miscellaneous Record 136, Page 285, Recorder's Office, Franklin County, Ohio, at the southwest corner of Section 32, the southeast corner of Section 31, on the northerly line of Section 6, the northerly line of that 37.00 acre tract described in a deed to Michael L. Zwayer, Trustee of the Carl L. Zwayer Living Trust and Michael L. Zwayer, Trustee of the Norma L. Zwayer Living Trust, of record in Instrument Number 202400007540, at the southeast corner of that 34.76 acre tract described in a deed to Michael L. Zwayer, Trustee of the Carl L. Zwayer Living Trust and Michael L. Zwayer, Trustee of the Norma L. Zwayer Living Trust, of record in Instrument Number 202404300041862, Recorder's Office, Franklin County, Ohio, at the southwest corner of said 4.38 acre tract, and on the centerline of Ashbrook Road (40 foot width);

Thence **northerly**, along the westerly line of Section 32, the easterly line of Section 31, said City of Canal Winchester corporation line, the easterly line of said 34.76 acre tract, the westerly line of said 4.38 acre tract, an approximate distance of **1,386 feet** to a point at the northwest corner of said 4.38 acre tract and the southwest corner of that 30 acre tract described in a deed to Richard Keith Selzer and Sharon Lee Ventresca, Successor Trustees, of record in Official Record 1728, Page 1062;

Thence **easterly**, along the northerly line of said 4.38 acre tract and the southerly line of said 30 acre tract, an approximate distance of **85 feet** to a point on the centerline of Lithopolis Winchester Road (60 foot width), at the northeast corner of said 4.38 tract, and the northwest corner of that 16.529 acre tract described in a deed to William P. Ratcliff and Stephanie Ratcliff, of record in Instrument Number 202400020954;

Thence **southeasterly**, along the easterly line of said 4.38 acre tract, the westerly line of said 16.529 acre tract, and the centerline of Lithopolis Winchester Road, an approximate distance of **518 feet** to an angle point on the easterly line of said 4.38 acre tract and the westerly line of said 16.529 acre tract;

Thence **southerly**, along the easterly line of said 4.38 acre tract, the westerly line of said 16.529 acre tract, becoming the westerly line of that 10.883 acre tract described in a deed to William P. Ratcliff and Stephanie Ratcliff, of record in Instrument Number 202400020954, then becoming the westerly line of that 5.4267 acre tract described in a deed to Jamoya A. Cox and Deonna R. Cox, of record in Official Record 1811, Page 4314, then becoming the westerly line of that 10.12 acre tract described in a deed to Todd Lewis and Ginalee Lewis, of record in Instrument Number 202200008581, an approximate distance of **871 feet** to a point on the southerly line of Section 32, at the centerline intersection of Ashbrook Road (40 foot width) and Lithopolis Winchester Road, the northeast corner of Section 6, the northwest corner of Section 5, the southeast corner of said 4.38 acre tract, the southwest corner of said 10.120 acre tract, the northeast corner of said 37.00 acre tract, and the northwest corner of that 2.24 acre tract described in a deed to Kathleen Elizabeth Bahrey and Jonathon Hoopes, of record in Official Record 1806, Page 3520;

Thence **westerly**, along the southerly line of said 4.38 acre tract, the northerly line of said 37.00 acre tract, the southerly line of section 32, the northerly line of section 6, and the centerline of Ashbrook Road (40 foot width), approximately **144 feet** to the point of beginning, containing 4.38 acres of land, more or less.

This description was prepared by Pro Boundary, LLC, and based on best available county records in February, 2025. The above description was prepared for annexation purposes only and is not intended for the transfer of real property.

by *Timothy P. Stadt*
Timothy P. Stadt *3/19/25*
Registered Surveyor No. 8723



RECEIVED

APR 11 2025

Fairfield County
Commissioners

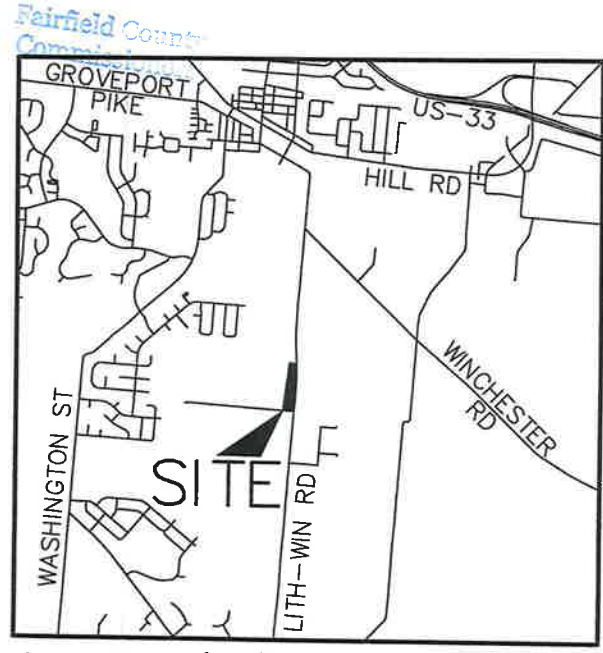
R. Ammerman

RECEIVED
APR 11 2025

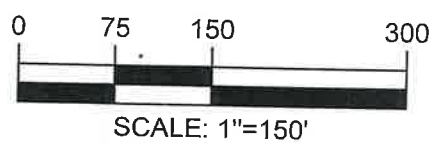
ANNEXATION PLAT

FROM VIOLET TOWNSHIP TO THE CITY OF CANAL WINCHESTER
SECTION 32, TOWNSHIP 15, RANGE 20
FAIRFIELD COUNTY, OHIO

Annexation
Petition
Exhibit B



LAT: 39°49'29"N/LON: 82°48'10"W
VICINITY MAP
(NOT TO SCALE)

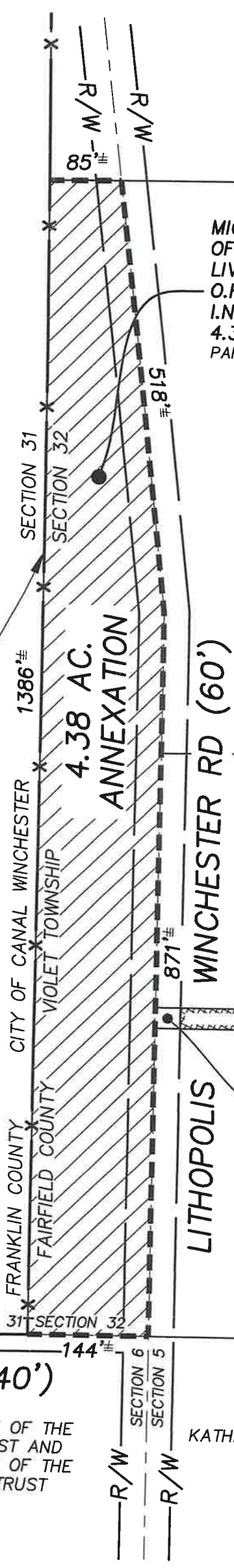


LEGEND

- x — = EXISTING CITY OF CANAL WINCHESTER CORP. LINE
- - - = PROPOSED CITY OF CANAL WINCHESTER CORP. LINE
- [Hatched Box] = AREA TO BE ANNEXED

EXISTING CITY OF CANAL WINCHESTER CORP. LINE
ORD. #726
M.S. 136, PG. 285

MICHAEL L. ZWAYER, TRUSTEE OF THE CARL L. ZWAYER LIVING TRUST AND MICHAEL L. ZWAYER, TRUSTEE OF THE NORMA L. ZWAYER LIVING TRUST
I.N. 200606230123095
I.N. 202401190006197
I.N. 202404300041862
34.76 AC.
PID: 184-000908



RICHARD KEITH SELZER AND SHARON LEE VENTRESCA, SUCCESSOR TRUSTEES
D.B. 668, PG. 540
O.R. 1728, PG. 1062
30 AC.
PAR: 037-02206-00

MICHAEL L. ZWAYER, TRUSTEE OF THE NORMA L. ZWAYER LIVING TRUST
O.R. 1809, PG. 512
I.N. 202300014475
4.38 AC.
PAR: 037-02194-00

WILLIAM P. RATCLIFF AND STEPHANIE RATCLIFF
I.N. 202400020954
16.529 AC.
PAR: 037-02195-00

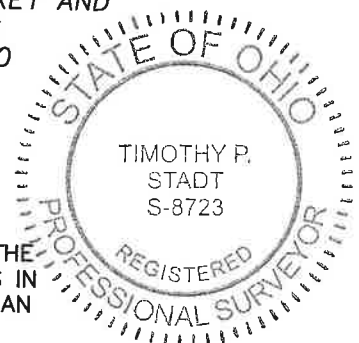
WILLIAM P. RATCLIFF AND STEPHANIE RATCLIFF
I.N. 202400020954
10.883 AC.
PAR: 037-02195-10

JAMOYA A. COX AND DEONNA R. COX
O.R. 1811, PG. 4314
6.10 AC.
PAR: 062-00002-00

JAMOYA A. COX AND DEONNA R. COX
O.R. 1811, PG. 4314
0.01 AC.
PAR: 037-02230-00

TODD LEWIS AND GINALEE LEWIS
I.N. 202200008581
10.12 AC.
PAR: 037-02192-00

KATHLEEN ELIZABETH BAHREY AND JONATHON HOOPES
O.R. 1806, PG. 3520
2.24 AC.
PAR: 008-00055-00



THIS PLAT WAS PREPARED FROM THE BEST AVAILABLE COUNTY RECORDS IN FEBRUARY, 2025, AND NOT FROM AN ACTUAL FIELD SURVEY.

NOTES

THIS ANNEXATION DOES NOT CREATE AN UNINCORPORATED AREA OF THE TOWNSHIP COMPLETELY SURROUNDED BY THE TERRITORY PROPOSED FOR ANNEXATION.

TOTAL PERIMETER OF ANNEXATION IS 3005 FEET, OF WHICH 1386 FEET IS CONTIGUOUS WITH THE CITY OF CANAL WINCHESTER RESULTING IN 46.1% OF PERIMETER CONTIGUITY.

ASHBROOK RD (40')

MICHAEL L. ZWAYER, TRUSTEE OF THE CARL L. ZWAYER LIVING TRUST AND MICHAEL L. ZWAYER, TRUSTEE OF THE NORMA L. ZWAYER LIVING TRUST
O.R. 1436, PG. 1536
I.N. 202300014476
I.N. 202400007540
37.00 AC.
PAR: 008-00080-10

ANNEXATION PLAT

6015 & 6085 LITHOPOLIS WINCHESTER RD
CITY OF CANAL WINCHESTER
FAIRFIELD COUNTY, OHIO



8850 COMMERCE LOOP DR
COLUMBUS, OH 43240
(614) 899-2209

BY *Timothy P. Stadt* 3/19/25
OHIO PROFESSIONAL SURVEYOR No. 8723

SCALE: 1"=150'
DATE: 2/13/2025
REVISED: 3/19/2025
CLIENT: MR. MIKE ZWAYER
JOB #: 25-116

**LIST OF ALL TRACTS, LOTS OR PARCELS INSIDE AND ADJACENT TO
AND/OR ACROSS THE ROAD FROM THE TERRITORY TO BE ANNEXED**

Ohio Revised Code §709.023(C)

**Proposed Annexation of 4.38 Acres in Violet Township,
to the City of Canal Winchester, Fairfield County, Ohio**

<u>Name of Owner</u>	<u>Mailing Address</u>	<u>Parcel Number</u>
Michael L. Zwayer, Successor Trustee of the Norma L. Zwayer Living Trust dated July 28, 1999, as amended	836 Stonehenge Drive Tipp City, OH 45371	037-02194-00
Michael L. Zwayer, Successor Trustee of the Carl L. Zwayer Living Trust dated July 28, 1999, as amended Michael L. Zwayer, Successor Trustee of the Norma L. Zwayer Living Trust dated July 28, 1999, as amended	836 Stonehenge Drive Tipp City, OH 45371	008-00080-10 184-000908-00 184-000910-00 (Franklin County)
Richard Keith Selzer Sharon Lee Ventresca Successor Trustees to the Gladys C. Selzer Revocable Trust dated November 25, 1997 Richard Keith Selzer Sharon Lee Ventresca Successor Trustees to the John H. Selzer Revocable Trust dated November 25, 1997	6350 Lithopolis-Winchester Road NW Canal Winchester, OH 43110	037-02206-00
William P. Ratcliff Stephanie Ratcliff	6160 Lithopolis-Winchester Road NW Canal Winchester, OH 43110	037-02195-00 037-02195-10
Jamoya A. Cox Deonna R. Cox	6070 Lithopolis-Winchester Road NW Canal Winchester, OH 43110	062-00002-00 037-02230-00

D. D. Jennings
RECEIVED

APR 11 2025

<u>Name of Owner</u>	<u>Mailing Address</u>	<u>Parcel Number</u>
Todd Lewis Ginalee Lewis	6030 Lithopolis-Winchester Road NW Canal Winchester, OH 43110	037-02192-00
Kathleen Elizabeth Bahrey Jonathon Hoopes	5960 Lithopolis-Winchester Road NW Canal Winchester, OH 43110	008-00055-00

RECEIVED

APR 11 2025

Fairfield County
Commissioners

W. J. Fessenden

**PETITION FOR ANNEXATION
TO THE VILLAGE OF MILLERSPORT, OHIO
OF 496.232 +/-ACRES, MORE OR LESS, IN
WALNUT TOWNSHIP, FAIRFIELD COUNTY, OHIO**

Now comes the undersigned, petitioner in the premises and being the sole owner of a certain area as hereinafter described, consisting of 494.55 +/-acres, more or less, in Walnut Township, Fairfield County, Ohio, which is contiguous and adjacent to the Village of Millersport, Ohio, according to the statutes of the State of Ohio. Said area is situated in the Township of Walnut, County of Fairfield, and State of Ohio; and an accurate legal description of the perimeter is attached hereto and made a part hereof as Exhibit "A" and an accurate map of the territory proposed for annexation is attached hereto and made a part hereof as Exhibit "B".

Jill Stemen Tangeman, Esq., of 52 East Gay Street, Columbus, Ohio 43215, is the person to act as agent for the undersigned petitioner as required by Section 709.02 of the Ohio Revised Code.

This petition is for an Expedited II annexation, under Sections 709.021 and 709.023 of the Ohio Revised Code.

The total number of owners in the territory sought to be annexed is four, and all four owners have signed this annexation petition. The person(s) who signed this petition are the only owners of the real estate located within the territory proposed for annexation and constitutes all of the owners of the real estate in that territory. This petition may be signed in parts.

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE.

Name
Licking Fairfield Corp.

Address
PO BOX 98
Hebron, Ohio 43025
(PIDs 0460044900, 0460043900,
0460045231, 0460045211, 0460043910)

Acreage
494.55 ± acres

Licking Fairfield Corp.

By: James E. Lamm
Name: James E. Lamm
Title: President

02.27.2025
Date Signed

RECEIVED

APR 07 2025

Fairfield County
Commissioners

**PETITION FOR ANNEXATION
TO THE VILLAGE OF MILLERSPORT, OHIO
OF 496.232 +/-ACRES, MORE OR LESS, IN
WALNUT TOWNSHIP, FAIRFIELD COUNTY, OHIO**

Now comes the undersigned, petitioner in the premises and being the sole owner of a certain area as hereinafter described, consisting of 1.221 +/-acres, more or less, in Walnut Township, Fairfield County, Ohio, which is contiguous and adjacent to the Village of Millersport, Ohio, according to the statutes of the State of Ohio. Said area is situated in the Township of Walnut, County of Fairfield, and State of Ohio; and an accurate legal description of the perimeter is attached hereto and made a part hereof as Exhibit "A" and an accurate map of the territory proposed for annexation is attached hereto and made a part hereof as Exhibit "B".

Jill Stemen Tangeman, Esq., of 52 East Gay Street, Columbus, Ohio 43215, is the person to act as agent for the undersigned petitioner as required by Section 709.02 of the Ohio Revised Code.

This petition is for an Expedited II annexation, under Sections 709.021 and 709.023 of the Ohio Revised Code.

The total number of owners in the territory sought to be annexed is four, and all four owners have signed this annexation petition. The person(s) who signed this petition are the only owners of the real estate located within the territory proposed for annexation and constitutes all of the owners of the real estate in that territory. This petition may be signed in parts.

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE.

Name

Sherrie L. Hustead

Address

1998 Refugee Street NE
Millersport, Ohio 43046
(PIDs 0460044000, 0460044800)

Acreage

1.221 ± acres

Sherrie L. Hustead

By:

Sherrie L. Hustead

3/1/2025

Date Signed

**PETITION FOR ANNEXATION
TO THE VILLAGE OF MILLERSPORT, OHIO
OF 496.232 +/-ACRES, MORE OR LESS, IN
WALNUT TOWNSHIP, FAIRFIELD COUNTY, OHIO**

Now comes the undersigned, petitioner in the premises and being the sole owner of a certain area as hereinafter described, consisting of 0.461 +/-acres, more or less, in Walnut Township, Fairfield County, Ohio, which is contiguous and adjacent to the Village of Millersport, Ohio, according to the statutes of the State of Ohio. Said area is situated in the Township of Walnut, County of Fairfield, and State of Ohio; and an accurate legal description of the perimeter is attached hereto and made a part hereof as Exhibit "A" and an accurate map of the territory proposed for annexation is attached hereto and made a part hereof as Exhibit "B".

Jill Stemen Tangeman, Esq., of 52 East Gay Street, Columbus, Ohio 43215, is the person to act as agent for the undersigned petitioner as required by Section 709.02 of the Ohio Revised Code.

This petition is for an Expedited II annexation, under Sections 709.021 and 709.023 of the Ohio Revised Code.

The total number of owners in the territory sought to be annexed is four, and all four owners have signed this annexation petition. The person(s) who signed this petition are the only owners of the real estate located within the territory proposed for annexation and constitutes all of the owners of the real estate in that territory. This petition may be signed in parts.

**WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO
APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS'
ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION
PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO
COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS
SPECIAL ANNEXATION PROCEDURE.**

<u>Name</u>	<u>Address</u>	<u>Acreage</u>
Patrick Lee and McKenna Lee	1882 Refugee Street NE Millersport, Ohio 43046 (PID 0460046100)	0.461 acres

Patrick Lee

By: Patrick Lee

03-01-2025
Date Signed

McKenna Lee

By: McKenna Lee

03-01-2025
Date Signed

Thence North 3°52'20" East, continuing with the easterly line of said 36.648 acre tract, with the easterly line of a 6.754 acre tract of land as conveyed to John W. Evans, of record Official Record 1739, Page 387, and with the easterly line of a 8.441 acre tract of land as conveyed to Licking Fairfield Corporation, of record in said Instrument Number 202400017210, a distance of 1,534.65 feet to the northeasterly corner thereof;

Thence North 86°43'40" West, with the northerly line of said 8.441 acre tract, a distance of 658.37 feet to a point in the easterly right of way line of Lancaster Newark Road (State Route 37)(60 foot right of way);

Thence with said easterly right of way line the following courses:

North 18°55'41" East, a distance of 628.27 feet to a point of curvature;

With a curve to the right having a radius of 2836.60 feet, a central angle of 3°31'00", an arc length of 174.10 feet and a chord bearing North 20°41'11" East, 174.08 feet to a point of tangency;

North 22°26'41" East, a distance of 377.35 feet to a point of curvature;

With a curve to the right having a radius of 2833.63 feet, a central angle of 4°00'00", an arc length of 197.82 feet and a chord bearing North 24°26'41" East, 197.78 feet to a point of tangency;

North 26°26'41" East, a distance of 362.66 feet to a point of curvature;

North 24°29'41" East, a distance of 772.71 feet to a point of curvature;

With a curve to the right having a radius of 543.04 feet, a central angle of 13°09'00", an arc length of 124.63 feet and a chord bearing North 31°04'11" East, 124.36 feet to a point of tangency;

North 37°38'41" East, a distance of 61.60 feet to a point of curvature;

With a curve to the right having a radius of 1880.90 feet, a central angle of 3°43'00", an arc length of 122.01 feet and a chord bearing North 39°30'11" East, 121.99 feet to a point of tangency;

North 41°21'41" East, a distance of 47.85 feet to a point of curvature;

With a curve to the right having a radius of 2835.24 feet, a central angle of 3°05'27", an arc length of 152.95 feet and a chord bearing North 42°54'24" East, 152.93 feet to a point in the southerly line of a 3.118 acre tract of land as conveyed to Nelson L. Keller Sr. and Mary Kathryn Keller, of record in Official Record 1543, Page 21;

Thence South 86°27'57" East, with the southerly line of said 3.118 acre tract and with the southerly line of said 104.084 acre tract, a distance of 1,689.66 feet to a point;

Thence South 86°26'47" East, with the southerly line of said 104.084 acre tract, a distance of 1,440.58 feet to the **POINT OF BEGINNING** containing **496.232 +/-** acres, more or less.

This annexation description is a general description of the location of the property to be annexed and is not a boundary survey as defined in the O.A.C. Chapter 4733-37. The above description is for annexation purposes only and not intended to be used for the transfer of real property.

The above annexation contains 3699.75+/- lineal feet that is contiguous with the Existing Corporation Line of the Village of Millersport, with a total perimeter of 21757.61 +/- lineal feet to be annexed to Village of Millersport, that being 17.00% of the perimeter length that is contiguous to the Existing Corporation Line of the Village of Millersport.



CESO Inc.

A handwritten signature in blue ink, appearing to read "MJA", followed by the date "2/17/25".

Matthew J. Ackroyd, PS
Registered Surveyor No. 8897

Proposed Annexation

Containing 496.232 +/- Acres

From Walnut Township to the Village of Millersport

Situated in the State of Ohio, County of Fairfield, Township of Walnut, Sections 28 and 29, Township 17, Range 18, being all of that 0.29 acre tract of land (PID: 0460043910) as conveyed to Licking Fairfield Corporation, of record in Deed Book 554, Page 448, being all out of that 469.31 acre tract of land (PID: 0460043900, 0460044700 and 0460044900) as conveyed to Licking Fairfield Corporation, of record in Deed Book 554, Page 451, out of that 1.16 and 0.06 acre tracts of land (PID: 0460044000 and 0460044800) as conveyed to Sherrie L. Hustead, of record in Official Record 1496, Page 2318, out of that 0.46 acre tract of land (PID: 0460046100) as conveyed to Parick Lee and McKenna Lee, of record in Official Record 1719, Page 2373, and out of that 18.494 acre tract of land (PID:), as conveyed to Licking Fairfield Corporation, of record in Deed Book 562, Page 54, and out of that original 30.84 acre tract of land (PID: 0460045231) as conveyed to Licking Fairfield Corporation, of record in Deed Book 560, Page 741 all document references are to the records the Recorder's Office of Fairfield County, Ohio, and being more particularly described as follows:

BEGINNING at a point in the southerly line of a 104.084 acre tract of land as conveyed to Mingo Manor, LLC, of record in Official Record 1321, Page 2706, being the northwesterly corner of a 139.556 acre tract of land as conveyed to Licking Fairfield Corporation, of record in Official Record 1533, Page 1740 and being the southeasterly corner of Section 20, the northeasterly corner of Section 29, the southwesterly corner of Section 21 and the northwesterly corner of Section 28;

Thence South 3°31'29" West, with the westerly line of said 139.556 acre tract and with the westerly line of a tract of land as conveyed to State of Ohio, Parcel ID number 0460044246, a distance of 1,563.78 feet to the southwesterly corner of a State of Ohio tract;

Thence with the southerly line of said State of Ohio tract the following courses:

South 37°56'09" East, a distance of 1,088.72 feet to a point;

South 33°38'34"E., a distance of 376.02 feet to a point;

South 64°32'03" East, a distance of 76.57 feet to a point in the westerly line of a tract of land as conveyed to Eichhorn Investments, LLC, of record in Instrument Number 202500001353;

Thence South 5°15'52" West, with the westerly line of said Eichorn Investments, LLC tract, a distance of 554.00 feet to the southwesterly corner thereof and being a point in the northerly line of said 0.29 acre tract;

Thence South 86°22'19" East, with the northerly line of said 0.29 acre tract, a distance of 1,050.03 feet to a point;

Thence South 3°40'54" West, with the easterly line of said 0.29 acre tract, a distance of 12.00 feet to a point in the existing Village of Millersport Corporation Line and being a point in the northerly line of a 1.96 acre tract of land as conveyed to Sean T. Lehmann, of record in Instrument Number 201600005204;

Thence North 86°22'19" West, with said corporation line, with the northerly line of said 1.96 acre tract, and with a northerly line of a 37.183 acre tract of land as conveyed to Julie D. Whetstone, of record in Instrument Number 202300005300, distance of 1,638.65 feet to a point;

Thence South 3°27'13" West, continuing with said corporation line, with the westerly line of said 37.183 acre tract, and with the westerly line of a 5.000 acre tract of land as conveyed to Julie D. Whetstone, of record in Instrument Number 202300005300, a distance of 1,410.59 feet to the northwesterly corner of a 8.00 acre tract of land as conveyed to Chester J. Hauck and Jonathan M. Hauck, of record in Official Record 1734, Page 1708;

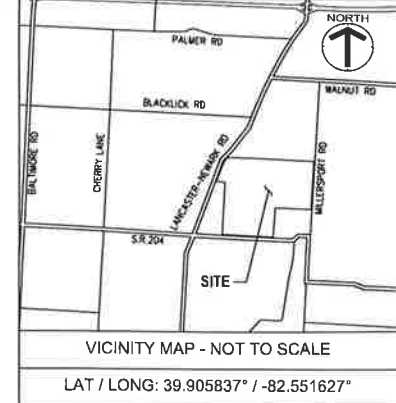
Thence South 3°41'34" West, with the westerly line of said 8.00 acre tract, a distance of 629.54 feet to a point in the northerly right of way line of Blacklick Eastern Road (State Route 204)(60 foot right of way);

Thence with said northerly right of way line the following courses:

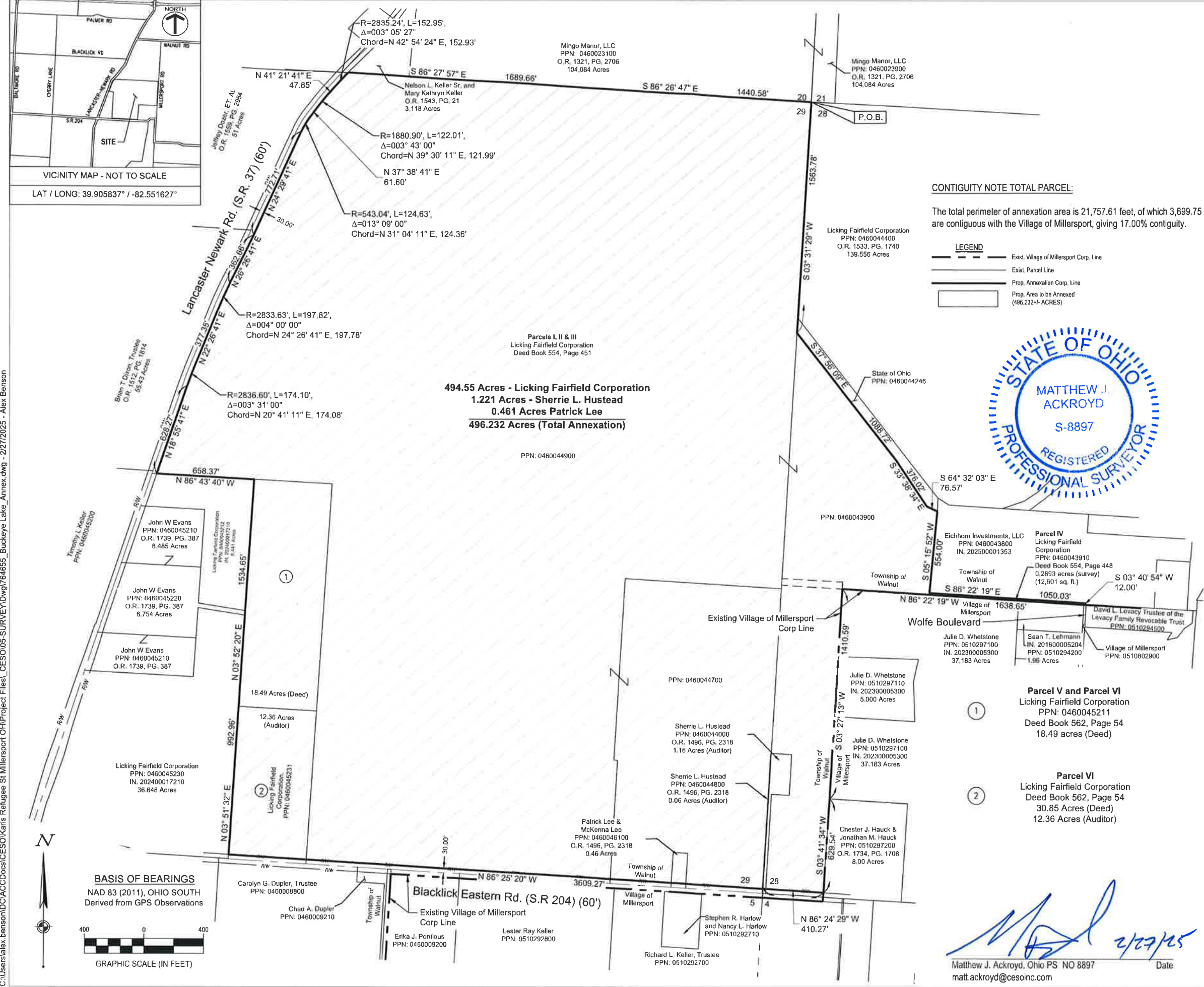
North 86°24'29" West, a distance of 410.27 feet to a point;

North 86°25'20" West, a distance of 3,609.27 feet to a point in the easterly line of a 36.648 acre tract of land as conveyed to Licking Fairfield Corporation, of record in Instrument Number 202400017210;

Thence North 3°51'32" East, with the easterly line of said 36.648 acre tract, a distance of 992.96 feet to a point;



C:\Users\alex.benson\OneDrive\CEISO\Karis Refugee St Millersport OH\Project Files\CEISO05-SURVEY\DWG\764655_Buckeye Lake_Annex.dwg - 2/27/2025 - Alex Benson



CONTIGUITY NOTE TOTAL PARCEL:
The total perimeter of annexation area is 21,757.61 feet, of which 3,699.75 feet are contiguous with the Village of Millersport, giving 17.00% contiguity.

LEGEND
--- Exist. Village of Millersport Corp. Line
--- Exist. Parcel Line
--- Prop. Annexation Corp. Line
--- Prop. Area to be Annexed (496.232 +/- ACRES)



496.232 +/- Acre Annexation
State of Ohio, County of Fairfield, Township of Walnut,
Sections 28 and 29, Township 17, Range 18

Revisions / Submissions		
ID	Description	Date

© 2025 CESO, INC.
Project Number: 765294
Scale: 1"=400'
Drawn By: OPG
Checked By: ALB
Date: 02/21/2025
Issue:

Drawing Title:

1 of 1

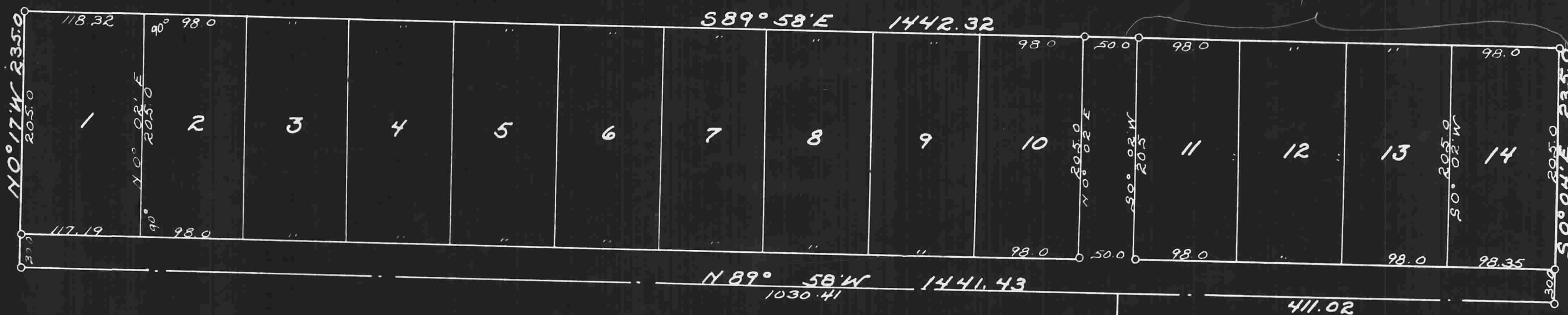
WALNUT ACRES SUB DIV.

A PART OF SEC 28-29 WALNUT TOWNSHIP REFUGEE
FAIRFIELD COUNTY, O.

Scale 1"=100'

MARCH 1957

Paul Dumond & Associates - Surveyors



We do hereby certify that we have surveyed the premises and prepared the attached plat and that the plat is correct.

Paul Dumond Reg. Surveyor.

Description:

Being a part of sec 28 and sec 29 T 17 R 18 Fairfield County Ohio and bound as follows: beginning at the S.E. corner of sec. 29; thence N 89° 58' W 1030.41 ft. to an iron pin; thence N 0° 17' W 235.0 ft. to an iron pin; thence S 89° 58' E 1442.32 ft. to an iron pin; thence S 0° 04' E 235.0 ft. to an iron pin in sec. line; thence N 89° 58' W 411.02 ft. to the place of beginning, containing 7.178 acres.

The lots are as shown on the plat with dimensions given in feet and decimals of a foot and are numbered from 1 to 14 inclusive; All streets and parts of streets shown on this plat are hereby dedicated to public use.

The undersigned Eugene A. Murphey and Angie G. Murphey husband and wife, owners of the land delineated on the above plat do hereby certify that the plat correctly represents their Walnut Acres Sub Division and do hereby accept this plat of same and dedicate to public use all streets. In witness thereof Eugene A. Murphey and Angie G. Murphey do hereby set their hands this 12 day of March 1957

Kenneth A. Wray
Preston A. Bailey
Witness

Eugene A. Murphey
Angie G. Murphey
Owners.

State of Ohio, County of Fairfield

Before me a notary public in and for said county, personally came Eugene A. Murphey and Angie G. Murphey who acknowledged that they did sign the above instrument and that the signing was their free act and deed. In testimony whereof I have hereunto set my hand and official seal this 12 day of March 1957

Dorothy E. Dumond
Notary Public Fairfield County, O.

DOROTHY E. DUMOND
Notary Public, Fairfield Co., Ohio
MY COMMISSION EXPIRES 3/21/59

This Plat approved and accepted. this 12 day of March 1957 by the Fairfield County Board of Commissioners

St. Clair Burdett
Clerk of Board.

Transferred on the tax duplicate this 12 day of March 1957

J. L. Murck N.W.
County Auditor, Fairfield Co., O.

Received for record this 13 day of March 1957 at

8:38 o'clock AM and recorded this 25th day of March 1957
R. M. Zallinger 3.15
Recorder Fairfield County.

RECEIVED IN FAIRFIELD COUNTY, OHIO
AT 8:38 O'CLOCK
RECORDED March 20 1957
RECORD PLAT 8 PAGE 10

For Vacation of Lots 1,2,3,4, 6,7,8,9,10,11,12,13 and 14 See Dedication Vol 4 pg 287



VALEDA A. SLONE
Clerk

FAIRFIELD COUNTY MUNICIPAL COURT

136 West Main Street

Post Office Box 2390

Lancaster, Ohio 43130-5390

Telephone: 740-687-6621

E-mail: clerk@fcmcourt.org

Web: www.fcmcourt.org

COPY

April 3, 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 March, 2025.

10% OSP Fines.....	\$2,204.30
Regular Fines.....	331.62
Uniform Fines.....	8,627.00
Gross Overload.....	10,734.00
50% Liquor Fines	300.00
OVI Housing.....	2,811.17
Sheriff's Department OVI.....	108.00
Affidavit of Indigency	2,491.08
Dog Fines.....	342.00
Parks & Recreation.....	425.00
Parks & Recreation OVI.....	25.00
Witness Fees	12.00
Expungement Fees	160.00
Jury Fees.....	0.00

TOTAL.....\$28,571.17

Sincerely,

Valeda A. Slone

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

REGULAR AGENDA #16 - 2025
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
APRIL 15, 2025

AGENDA FOR TUESDAY, APRIL 15, 2025

- 1:00 PM Review
- Regular Meeting
- Pledge of Allegiance
- Announcements
- Approval of Minutes for April 8, 2025
- Commissioners
- 2025-04.15.a A resolution to appropriate from unappropriated funds in major expenditure object categories for Fund# 1001. [Commissioners]
- 2025-04.15.b A resolution to appropriate from unappropriated funds in major expenditure object categories for Fund# 1001. [Commissioners]
- 2025-04.15.c A resolution approving an account to account transfer in a major object expense category for materials and supplies for the Visitation Center Budget, General Fund# 1001. [Commissioners]
- Fairfield County Economic & Workforce Development
- 2025-04.15.d A resolution authorizing the First Amendment to the subgrant agreement between Pickaway Ross Career and Technology Center and the Fairfield County Board of County Commissioners. [Economic & Workforce Development]
- 2025-04.15.e A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Economic and Workforce Development; Fund # 2902/Project # T0001; Redevelopment Tax Equivalent Project [Economic & Workforce Development]
- Fairfield County Engineer
- 2025-04.15.f A Resolution to Approve the Contract Bid Award for the Sale of Scrap Metal & Aluminum. [Engineer]
- 2025-04.15.g A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for repairs and maintenance. [Engineer]
- 2025-04.15.h A resolution to approve a memo expense for W. Buckeye Lake/Ballard Lane expenses - Fairfield County Commissioners [Engineer]

Fairfield County Family and Children First Council

- 2025-04.15.i A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund # 7521, Family Children First Council [Family and Children First Council]
- 2025-04.15.j A resolution authorizing the approval of a partial repayment of an advance to the General Fund – Fund #7521, Sub-fund #8160 Help Me Grow – Early Intervention [Family and Children First Council]

Fairfield County Job and Family Services

- 2025-04.15.k A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between The Julia Paige Family Center and Child Protective Services Department. [JFS]
- 2025-04.15.l A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Cincinnati Children's Hospital. [JFS]
- 2025-04.15.m 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 [JFS]
- 2025-04.15.n A Resolution to Approve a Reimbursement for Share of Costs for Postage as a Memo Expenditure for Fund# 2018 [JFS]

Fairfield County Regional Planning Commission

- 2025-04.15.o A Resolution to Approve a Change Order #3 for the CDBG PY2022 Village of Pleasantville – Otte Park Concessions + Restroom Pavillion Project. [Regional Planning Commission]

Fairfield County Sheriff

- 2025-04.15.p A resolution approving an account-to-account transfer into a major expenditure object category. [Sheriff]

Fairfield County Treasurer

- 2025-04.15.q A resolution to appropriate from unappropriated in a major expenditure object category Treasurer's office; Fund 2804 DTAC [Treasurer]

Payment of Bills

- 2025-04.15.r A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval. [Commissioners]

The Next Regular Meeting is Scheduled for April 22, 2025, 9:00 a.m., The Administrative Courthouse, Commissioners' Hearing Room, 210 E. Main St., Lancaster

Adjourn

Regular Meeting #15 - 2025
Fairfield County Commissioners' Office
April 8, 2025

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; Assistant Prosecuting Attorney, Amy Brown-Thompson; Utilities Director, Tony Vogel; GIS & REA Director, Dave Burgei; Map Room Technician, Clayton Finley; Engineer, Jeremiah Upp; Recorder, Lisa McKenzie; Treasurer, James Bahnsen; FCFC Manager, Tiffany Wilson; Deputy JFS Director, Heather O'Keefe; Deputy HR Director, Abby Watson; Interim RPC Director, Holly Mattei; District Urban Technician, Chad Lucht; Soil and Water Manager, Nikki Drake; JFS HR Officer, Ashley Fahner; JFS HR Officer, Brittney Ritenour; and Sheriff's Deputy, Kevin Romine. Also in attendance: Ray Stemen, Chris Snider, and Samantha Meadows.

Virtual attendees: Lori Lovas, Beth Cottrell, Jerry Starner, Michelle Carper, Shelby Hunt, Jennifer Effinger, Nicole Schultz, James Bahnsen, Greg Forquer, BGM, Jessica Murphy, Park Russell, Leighann Adams, Deborah, Lori Hawk, Jared Collins, Baylie Blevins, Shannon, Vince Carpico, Stacy Hicks, Jeff Barron, Randy Carter, Jennifer Morgan, Jeanie Wears, Alex Lape, Joe Ebel, Ashley Arter, Stacy Knight, Josh Horacek, and Brian Wolfe.

Welcome

Commissioner Fix opened the meeting by welcoming everyone in attendance.

Introduction of New Employee, JFS HR Officer Brittney Ritenour

Ms. O'Keefe introduced the new HR Officer for JFS, Britney Ritenour.

Ms. Ritenour stated she is originally from Zanesville and is happy to be back in the area.

IT (Information Technology) Update, IT Director Dan Neeley

Mr. Neeley provided an IT update and corresponding PowerPoint which can be viewed in the minutes. IT has been involved in new technology services at many new county locations and with several capital projects. The IT team consists of eight individuals who manage the service desk, 1300 user accounts, 1000 endpoint devices, and almost 200 servers. IT has been fielding questions as Microsoft has implemented an October 2025 deadline for the Windows 11 update and will no longer support prior versions.

Commissioner Davis asked what version of Windows is currently being used throughout the county.

Mr. Neeley replied that many large entities, including Fairfield County, stayed on Windows 10 when Windows 11 was first introduced. This is a common practice as new updates can pose different issues. He continued by speaking on cybersecurity, disaster recovery, security cameras, and access control. There were 280 security cameras that were migrated to a new cloud base system and 292 badge readers were replaced with access controlled doors. He added that there are IT/technical staff outside of the eight located in the Administrative Courthouse that assist in

Regular Meeting #15 - 2025
Fairfield County Commissioners' Office
April 8, 2025

their respective departments. He also spoke about surveys that are emailed after the completion of service tickets. Those surveys have indicated a 90% satisfaction score with IT assistance.

Commissioner Davis asked if departments in the county reach out to IT for assistance with new processes or implementing new procedures.

Mr. Neeley replied that often someone in IT will see a process that could be improved and will offer suggestions.

Commissioner Davis spoke about IT's ability to now move forward strategically.

Mr. Neeley spoke about staying connected with peers in the industry for new solutions to IT problems.

Commissioner Levacy stated that he feels cybersecurity is of utmost importance.

Mr. Neeley replied that IT has done a good job of getting information out to staff who are now recognizing issues and reporting them.

Commissioner Fix asked about AI tools that are now accessible and if IT is watching for such opportunities.

Mr. Neeley stated AI is being addressed at a policy standpoint with departments.

Mr. Porter spoke about ensuring we are using the correct information in the right systems. We will have a presentation at the Leadership Conference on AI and are looking at the most robust systems to protect our data.

Commissioner Fix thanked Mr. Neeley for retooling the IT team and IT infrastructure of the county.

Public Comments

Ray Stemen spoke about the speed at which technology changes.

Legal Update

Amy Brown-Thompson stated that HB 497 goes into effect April 9th, 2025, which includes contract changes.

County Administration Update

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

April is National County Government Month (NCGM)

National County Government Month is a great opportunity to highlight the role that counties play in serving our residents and all Ohioans. Throughout April we are highlighting some of the essential services that county governments provide. Since April is Child Abuse Prevention Awareness Month, and the Child Abuse Prevention Breakfast

Regular Meeting #15 - 2025
Fairfield County Commissioners' Office
April 8, 2025

is tomorrow, I will highlight some of the services that Child Protective Services Provide. CPS assesses and investigates reports of child abuse, neglect, or dependency. They work with families to develop case plans and identify safety plans for children who cannot return home, potentially involving the court system if necessary. CPS helps with family support services, foster care and adoption services, and family engagement. They provide ongoing case management to ensure that families receive the necessary support they may need.

April 15th Leadership Conference and Board of Commissioners' Meeting

Next week the Board of Commissioners' Meeting will be at a different time and location. The 2025 Leadership Conference will be held at Alley Park from 8:00 a.m. until noon, and the Commissioners' Meeting will follow at 1:00 p.m.

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:

- A proclamation recognizing the Bicentennial of the Village of Millersport.

Commissioner Fix read the proclamation and presented it to Commissioner Levacy who spoke about the area while the canal was being built in the early 1800's.

- A resolution of support of State Issue 2, Renewal of the State Capital Improvement Program. Issue 2 will be on the May 6th ballot. This is a renewal and will not increase taxes. The program has provided over \$7 billion to improve Ohio infrastructures for almost 40 years.
- Facilities has a resolution to approve two addendums to the lease agreements with the Ohio Department of Public Safety for BMV space at the One-Stop Building.

Jon said there is a slight change to the lease rate in the agreement.

Ms. Cordle stated that the county must be planful of the timing to changes in the lease agreement due to some state requirements.

- RPC has two resolutions on the agenda. One to accept the Chesapeake subdivision/Milnor Road Improvements and one to approve the conditional acceptance of the Pine Hill Estates Section 2 Subdivision.

Regular Meeting #15 - 2025
Fairfield County Commissioners' Office
April 8, 2025

Budget Review

- Budget Director, Bart Hampson,
-

Calendar Review/Invitations Received

- *The Calendar and Correspondence reviews were provided by Ms. Menningen.*

Informational Items

- OCCO Legislative Reception, April 8, 2025, 5:00 p.m., Statehouse Atrium, 1 Capitol Sq., Columbus
- Child Abuse Prevention Month Breakfast, April 9, 2025, 8:00 a.m., Life Church Vineyard, 5550 Lancaster-Newark Rd. NE, Pleasantville
- 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
- 2025 Local Civics Bee Competition, April 9, 2025, 10:00 a.m., Ohio University Lancaster, 1570 Granville Pike, Lancaster
- CCAO Regional Legislative Briefing, April 21, 2025, 12:00 p.m., The Granville Inn, 314 Broadway E., Granville
- Pickerington Public Library Community Leaders' Luncheon, April 28, 2025, 11:00 a.m., Grace Fellowship Church, The Studio, 1449 Refugee Rd., Pickerington
- Unveiling of The Link, April 29, 2025, 3:30 p.m., Fairfield County Job & Family Services, Wheeling St. Entrance, 239 W. Main St., Lancaster

Correspondence

- City of Lancaster Board of Zoning Appeals, Notice of April 14, 2025, 2:00 p.m., Public Hearing, BZA Case #750 and BZA Case #754

Ms. Cordle added that the BZA cases noticed to the county were evaluated and no issues were noted.

Updates from Elected Officials and Department Heads

Ms. Drake stated that the Soil & Water Conservation District dispersed \$190,000 to farmers for the losses they experienced during the 2024 drought. This money was received from the State of Ohio.

Ms. Mattei stated RPC is continuing to work with local communities on their zoning plans.

Engineer Upp stated his team is working on bridge inspections and the cleaning of road debris ahead of the construction season.

Mr. Burgei stated the Auditor's Office issued a series of fact sheets and have been working on implementing new systems. He added that the new lot split application is running and thanked Ms. Mattei, Mr. Vogel, and Recorder McKenzie for their assistance with the new application. He introduced Clayton Finley as the newest member to the map room team.

Regular Meeting #15 - 2025
Fairfield County Commissioners' Office
April 8, 2025

Mr. Finley stated he had just completed the NACo Leadership Training and thanked the Commissioners for the opportunity to go through the course. He stated that during the course he was able to highlight the Auditor's Strategic Plan, and many entities have asked for additional information about it.

Mr. Vogel spoke about the previous lot-split program and how the new application is much easier for the public and for internal departments.

Engineer Upp added that it makes a huge difference for people trying to split their lots.

Mr. Szabrak stated that Representative LaRe passed funding through the House that would assist the Workforce Center.

Mr. Kochis provided a picture of the work being done in the office area of the Workforce Center and added that he is excited to be starting on the project.

Mr. Clark spoke about JFS's assistance with a senior citizen who had an attempted fraud incident. The Protective Services Case Worker talked her out of falling for the scam and the bank involved was also appreciative.

Mr. Porter stated the dog shelter is full and there are currently 7 puppies. If your family wants a puppy, please look at the shelter. Inflation has added to the population at the dog shelter. It is an economic situation, and it is being managed.

Old Business

Commissioner Levacy thanked EMA and first responders for all they do during bad weather events.

New Business

None.

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; Assistant Prosecuting Attorney, Amy Brown-Thompson; Utilities Director, Tony Vogel; GIS & REA Director, Dave Burgei; Map Room Technician, Clayton Finley; Engineer, Jeremiah Upp; Recorder, Lisa McKenzie; Treasurer, James Bahnsen; FCFC Manager, Tiffany Wilson; Deputy JFS Director, Heather O'Keefe; Deputy HR Director, Abby Watson; Interim RPC Director, Holly Mattei; District Urban Technician, Chad Lucht; Soil and Water Manager, Nikki Drake; JFS HR Officer, Ashley Fahner; JFS HR Officer, Brittney Ritenour; and Sheriff's Deputy, Kevin Romine. Also in attendance: Ray Stemen, Chris Snider, and Samantha Meadows.

Regular Meeting #15 - 2025
Fairfield County Commissioners' Office
April 8, 2025

Virtual attendees: Lori Lovas, Beth Cottrell, Jerry Starner, Michelle Carper, Shelby Hunt, Jennifer Effinger, Nicole Schultz, James Bahnsen, Greg Forquer, BGM, Jessica Murphy, Park Russell, Leighann Adams, Deborah, Lori Hawk, Jared Collins, Baylie Blevins, Shannon, Vince Carpico, Stacy Hicks, Jeff Barron, Randy Carter, Jennifer Morgan, Jeanie Wears, Alex Lape, Joe Ebel, Ashley Arter, Stacy Knight, Josh Horacek, and Brian Wolfe.

Announcements

There were no additional announcements.

Approval of Minutes for April 1, 2025

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the Minutes for Tuesday, April 1, 2025, meeting.

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 resolutions from the Fairfield County Commissioners:

2025-04.08.a A Resolution Authorizing the Approval of a Proclamation

Commissioner Fix read the proclamation and presented it to Commissioner Levacy as a resident and former President of the Village of Millersport Council.

Commissioner Levacy provided some of the history of the canal and the many immigrants who helped to build and operate the canal that led to the settlement of the Village of Millersport.

2025-04.08.b A Resolution in Support of State Issue 2, Renewal of the State Capital Improvement Program, on the May 6 Statewide Ballot

2025-04.08.c 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

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 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 resolutions from the Fairfield County Board of Developmental Disabilities:

2025-04.08.d A resolution to approve a reimbursement for share of costs for Ethernet Services paid to AT&T as a memo expenditure for fund# 2060

Regular Meeting #15 - 2025
Fairfield County Commissioners' Office
April 8, 2025

2025-04.08.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 a Resolution from the Fairfield County Clerk of Courts – Legal Division

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 Clerk of Courts – legal Division:

2025-04.08.f A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Clerk of Courts Legal; Fund #2318, Computer Fund

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:

2025-04.08.g A resolution to request for appropriations for additional unanticipated receipts of Memo receipts and memo expenses for fund 2580 for subdivision inspections of various subdivisions

2025-04.08.h A resolution to appropriate from unappropriated in a major expenditure object category SA-Ditch 2050 Subdivision for West Buckeye Lake/Ballard Lane expenses

2025-04.08.i A Resolution to Approve an LPA Federal Project Agreement with ODOT for the HOC-44 Bridge Rehabilitation Project

2025-04.08.j A Resolution to Approve Advertising for the 2025 Crack Seal Project

2025-04.08.k A resolution of increase appropriations, appropriate from unappropriated, account to account and fund to fund transfer for PLE-32 and PLE-33 Bridge Replacements Project

Engineer Upp stated the resolutions would allow his office to work on the lift station at Buckeye Lake, replace and repair bridges, and work on crack sealing of roads.

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:

Regular Meeting #15 - 2025 – April 8, 2025

- 7 -

Regular Meeting #15 - 2025
Fairfield County Commissioners' Office
April 8, 2025

2025-04.08.l A Resolution Authorizing the Approval of Addendum 4 and Addendum 2 to Lease Agreements with the Ohio Department of Public Safety

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:

2025-04.08.m A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Sub Fund 8056 reimbursing Fund 2018

2025-04.08.n 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

2025-04.08.o A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2599 Workforce Fund

2025-04.08.p A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2018 Public Assistance Fund

2025-04.08.q A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2018 Public Assistance Fund

2025-04.08.r A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2599 Workforce Fund

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 Regional Planning Commission

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 Regional Planning Commission:

2025-04.08.s A resolution to approve Final Acceptance of the Chesapeake, Milnor Road Improvements Subdivision

2025-04.08.t A resolution to approve Conditional Acceptance of Pine Hill Estates, Section 2 Subdivision

Regular Meeting #15 - 2025
Fairfield County Commissioners' Office
April 8, 2025

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:

2025-04.08.u A resolution to approve the purchasing of a gun by a retiring officer

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:

2025-04.08.v A Resolution Authorizing the Approval of Payment of Invoices for
 Departments that Need Board of Commissioners' Approval

Roll call vote of the motion resulted as follows:

Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

Adjournment

Commissioner Davis stated that he will be out of the office on June 3 and June 17, 2025.

Commissioners Fix and Levacy stated they had no conflicts on those dates and would attend the Commission meetings.

With no further business, on the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to adjourn at 10:01 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 1:00 p.m. on Tuesday, April 15, 2025, Alley Park, 2805 Old Logan Rd. SE, Lancaster, OH.

Regular Meeting #15 - 2025
Fairfield County Commissioners' Office
April 8, 2025

Motion by: David Levacy

Seconded by: Steve Davis

that the April 8, 2025, minutes were approved by the following vote:

YEAS: David Levacy, Steve Davis, and Jeff Fix
ABSTENTIONS:

NAYS: None

*Approved on April 15, 2025

Jeff Fix
Commissioner

Steve Davis
Commissioner

David Levacy
Commissioner

Rochelle Menningen, Clerk

A resolution to appropriate from unappropriated funds in major expenditure object categories for Fund# 1001.

WHEREAS, additional appropriations are needed for the CORSA insurance premium payable in Budget Year 2025; and

WHEREAS, appropriate from unappropriated funds will allow proper accounting in the major expenditure object category of contractual services.

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

Section 1. The Fairfield County Board of Commissioners appropriate from unappropriated into the following categories:

Contractual Services	\$ 24,000	12100108
----------------------	-----------	----------

A resolution to appropriate from unappropriated funds in major expenditure object categories for Fund# 1001.

For Auditor's Office Use Only:

Section 1.

\$24,000 12100108 552015 insurance liability

Signature Page

Resolution No. 2025-04.15.a

A resolution to appropriate from unappropriated funds in major expenditure object categories for Fund# 1001.

(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.

A resolution to appropriate from unappropriated funds in major expenditure object categories for Fund# 1001.

WHEREAS, additional appropriations are needed for the TB patient costs per ORC 339.73; and

WHEREAS, appropriate from unappropriated funds will allow proper accounting in the major expenditure object category of contractual services.

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

Section 1. The Fairfield County Board of Commissioners appropriate from unappropriated into the following categories:

Contractual Services	\$ 5,000	12100104
----------------------	----------	----------

A resolution to appropriate from unappropriated funds in major expenditure object categories for Fund# 1001.

For Auditor's Office Use Only:

Section 1.

\$5,000 12100104 530000 TB Clinics contract services

Signature Page

Resolution No. 2025-04.15.b

A resolution to appropriate from unappropriated funds in major expenditure object categories for Fund# 1001.

(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.

A resolution approving an account to account transfer in a major object expense category for materials and supplies for the Visitation Center Budget, General Fund# 1001.

WHEREAS, appropriations are needed for materials & supplies in the Visitation Center budget; and

WHEREAS, an account to account transfer will allow proper classification of major expenditure object categories in materials and supplies.

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 \$500 is hereby authorized as follows:

From:	12100150	contractual services
To:	12100150	materials & supplies

A resolution approving an account to account transfer in a major object expense category for materials and supplies for the Visitation Center Budget, General Fund# 1001.

For Auditor's Office Use Only:

Section 1.

\$500

<i>FROM:</i>	<i>12100150 530000</i>	<i>contract services</i>
<i>TO:</i>	<i>12100150 561000</i>	<i>office supplies</i>

Signature Page

Resolution No. 2025-04.15.c

A resolution approving an account to account transfer in a major object expense category for materials and supplies for the Visitation Center Budget, General Fund# 1001.

(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.

A resolution authorizing the First Amendment to the subgrant agreement between Pickaway Ross Career and Technology Center and the Fairfield County Board of County Commissioners.

WHEREAS, Fairfield County Economic and Workforce Development serves as the administrative and fiscal agent for the Area 20 Workforce Development Board; and

WHEREAS, the Area 20 Workforce Development Board was awarded a grant for pre-apprenticeships to help increase the number of registered apprentices in the Area; and

WHEREAS, an agreement between Pickaway-Ross Career and Technology Center and the Fairfield County Commissioners was created to provide services as needed for students attending a pre-apprentice program throughout Area 20, resolution 2022.06.21.h; and

WHEREAS, an amendment has been made to extend the subgrant agreement by one year; and

WHEREAS, the Fairfield County Economic and Workforce Development department recommends the amendment to the subgrant agreement with Pickaway-Ross Career and Technology Center.

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 amendment for the subgrant agreement between Fairfield County and Pickaway-Ross Career and Technology Center.

Prepared by: Angel Conrad

THIS IS NOT AN AGREEMENT FOR THE PERFORMANCE OF EXPERIMENTAL,
DEVELOPMENTAL, OR OTHER RESEARCH.

**SFY2022-2023
SUB-GRANT AGREEMENT BETWEEN
OHIO WORKFORCE DEVELOPMENT AREA 21, SUBGRANTOR**

AND

PICKAWAY-ROSS CAREER & TECHNOLOGY CENTER, SUBGRANTEE

This Sub-grant Agreement (Agreement) is between FAIRFIELD COUNTY, a political subdivision of the State of Ohio serving as the Fiscal Agent for the Chief Elected Officials and the Workforce Development Board for Ohio Workforce Development Area 21 (AREA 21) under the Workforce Innovation and Opportunity Act (WIOA) Public Law 113-128, 29 U.S.C. Sec. 3101 et al and under the Ohio Revised Code Section 5101.20, SUBGRANTOR AND PICKAWAY-ROSS CAREER & TECHNOLOGY CENTER, SUBGRANTEE.

For purposes of this Agreement:

- A. The State of Ohio, Office of Job and Family Services (ODFJS) serves as the "recipient and pass through entity" for WIOA funds which are sub-granted by formula in accordance with WIOA to the local workforce development areas designated under WIOA by the State of Ohio.
- B. AREA 21 has been designated by ODJFS as workforce development area and consists of Fairfield County, Hocking County, Pickaway County, Ross County, and Vinton County.
- C. FAIRFIELD COUNTY is the WIOA sub-grant recipient receiving WIOA formula funds from ODJFS and may enter into sub-grants with the Counties comprising the Area 21 workforce development area and other sub-recipients as needed to carry out the requirements of the grant(s).
- D. FAIRFIELD COUNTY serves as the SUB-GRANTOR under this agreement.
- E. FAIRFIELD COUNTY and the AREA 21 Workforce Development Board have assigned the duties and responsibilities of Fiscal Agent and Administrative Entity for AREA 21 to Fairfield County Economic and Workforce Development, an Agency of Fairfield County.
- F. PICKAWAY-ROSS CAREER & TECHNOLOGY CENTER, is an educational entity within the boundaries of the Area 21 workforce development area, and receives WIOA funds through this sub-grant from FAIRFIELD COUNTY. PICKAWAY-ROSS CAREER & TECHNOLOGY CENTER serves as a SUB-GRANTEE under this agreement.
- G. SUBGRANTEE PICKAWAY-ROSS CAREER & TECHNOLOGY CENTER agrees that all federal funds allocated to it by SUB-GRANTOR FAIRFIELD COUNTY under this agreement shall be allowable, reasonable, and necessary for performance of pre-apprenticeship activities in Area 21, in compliance with WIOA and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, hereafter referred to as the "Omni-Circular", found at 2 CFR 200 et al as modified by 2 CFR 2900 and 45 CFR 75.

- H. Funds awarded come from the Department of Labor's annual appropriated funds to develop and expand Registered Apprenticeship Programs (RAP's). This appropriation allows the Department of Labor to grant funds to "expand opportunities relating to apprenticeship programs registered under the National Apprenticeship Act[.]" This means recipients must spend these funds on activities that will create or assist in the creation of RAP's. Funding is authorized under the Department of Defense and Labor, Health and Human Services, and Education Appropriations Act, 2019 and Continuing Appropriations Act, 2019 (Public Law 115-245, Division B, Title I) and will be awarded under CFDA Number 17.285.
- I. Sub-granted funds in amounts to be determined by the AREA 21 governing boards based upon performance measures agreed upon between PICKAWAY-ROSS CAREER & TECHNOLOGY CENTER and ODJFS made via check or funds transfer.

DEFINITIONS:

The following definitions shall apply to the terms and conditions of this Sub-Grant Agreement.

- A. **Chief Elected Officials (CEO):** These are the CEOs of each of the counties comprising AREA 21. The CEOs of Fairfield County and Ross County respectively are authorized to serve as CEO signatory authority for Area 21.
- B. **Fiscal Agent (AGENT):** Fairfield County, Agency for Economic and Workforce Development.
- C. **HHS: US Department of Health and Human Services.**
- D. **Infrastructure Costs:** The nonpersonnel costs necessary for administering the pre-apprenticeship grant.
- E. **Local Workforce Development Board (WDB):** The board appointed by the CEOs of AREA 21 in accordance with the membership requirements established in WIOA Section 107.
- F. **Ohio Department of Job and Family Services (ODJFS):** The administrative department of the Ohio state government responsible for supervising the state's public assistance, workforce development, unemployment compensation, child and adult protective services, adoption, child care, and child support programs.
- G. **OhioMeansJobs Center (OMJC):** The physical site(s) in which the AREA 21 programs, services, and activities are made available to individuals and to employers. The OhioMeansJobs centers are also referred to as "One-Stops".
- H. **ORC:** Ohio Revised Code
- I. **Local Partners:** The WIOA Section 121 (b) one-stop partners.
- J. **SUBGRANTEE:** For purposes of this Sub-Grant Agreement PICKAWAY-ROSS CAREER & TECHNOLOGY CENTER

- K. SUBGRANTOR:** For purposes of this Sub-Grant Agreement **FAIRFIELD COUNTY, AGENCY FOR ECONOMIC AND WORKFORCE DEVELOPMENT**
- L. USDOL Training Employment Guidance Letter (TEGL):** Policy guidance issued by the USDOL.
- M. USDOL Employment and Training Administration: USDOL ETA.**
- N. Workforce Innovation and Opportunity Act Policy Letters (WIOAPLs):** ODJFS' interpretation of WIOA rules and regulations
- O. US Department of Labor: USDOL**

ARTICLE I. PURPOSE OF THE SUBGRANT

- A.** The purpose of this Agreement is to define the roles and responsibilities of the parties and to identify the terms, conditions, and requirements for the administration and use of the Sub-grant funds authorized under this Agreement for pre-apprenticeship activities in **PICKAWAY-ROSS CAREER & TECHNOLOGY CENTER**.
- B. SUBGRANTEE, PICKAWAY-ROSS CAREER & TECHNOLOGY CENTER** agrees to expend the funds provided under this Agreement and deliver pre-apprenticeship and career readiness programming in accordance with the terms of this Agreement and applicable federal, state, and ODJFS requirements including, but not limited to those prescribed in:
 - 1. The federal laws that authorize the expenditure of funds for each program identified in the table included in the Recitals of this Agreement.
 - 2. WIOA and the regulations promulgated thereunder, including USDOL TEGLS.
 - 3. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, at 2 CFR 200 et al as modified by 2 CFR 2900 USDOL exceptions and, as applicable, the HHS exceptions at 45 CFR 75.
 - 4. Section 5101:9-31-01 of the Ohio Administrative Code (OAC).
 - 5. The Local WIOA Plan, the Regional Plan (if applicable), and the State WIOA Plan.
 - 6. The applicable sections of ORC Chapters 307, 330, 5101 and 6301.
 - 7. The terms and conditions of each federal grant award including any amendments.
 - 8. All federal and state confidentiality provisions including, but not limited to those listed in Article XIV of this Agreement.
 - 9. Any Executive Orders issued by the President of the United States or by the Ohio Governor.
 - 10. DOL and HHS Guidance Letters.

11. ODJFS Policies, Guidance Letters, and Procedure Manuals.
 12. Approved statutory waivers for WIOA funds.
 13. The applicable provisions of the current appropriations act.
 14. Approved performance measures and negotiated standards.
 15. Terms, conditions, and instructions included in allocation letters.
- C. SUBGRANTOR designates the Area 21 Executive Director of the Fairfield County Agency for Economic Development and Workforce, to serve as their representative for the purposes of:
1. All communications between SUBGRANTOR and SUBGRANTEE including requests for amendments to this Sub Grant Agreement.
 2. Requests and instructions concerning the performance of activities described in this Agreement.
- D. SUBGRANTOR and SUBGRANTEE documents and agreements shall be executed by an official authorized to bind each entity, respectively, and their authority shall be expressed through an official act such as a resolution, motion, or similar action.
- E. Expenditure of Public Funds for Offshore Services—Executive Order Requirements
1. Pursuant to Governor's Executive Order 2011-12K Governing the Expenditure of Public Funds on Offshore Services, SUBGRANTEE agrees that activities and programs to be provided under this Sub-grant Agreement shall not be accomplished or supported through work performed outside of the United States and that no Sub-grant fund program or activity data will be stored outside of the United States. SUBGRANTEE and any SUBGRANTEE service providers shall complete the Standard Affirmation and Disclosure Form, **Attachment A** which shall be posted in electronic format as directed by ODJFS.
 2. SUBGRANTEE agrees to immediately notify SUBGRANTOR of any change or shift in the location(s) of services performed by SUBGRANTEE or any of their subcontractors under this Agreement, should services as described above be shifted to a location outside of the United States.
 3. Termination, Sanction, Damages: SUBGRANTOR shall not be responsible for nor obligated to pay for or reimburse SUBGRANTEE for services provided under this Agreement by SUBGRANTEE or any of their subgrantees that are performed outside of the United States in violation of paragraph B Section 1 above.
 4. Services performed outside of the United States, shall be considered a material breach of the Agreement and SUBGRANTOR may immediately terminate this Sub-grant Agreement upon written notice to SUBGRANTEE.

ARTICLE II. SUBGRANTOR AREA 21 RESPONSIBILITIES

SUBGRANTOR will:

- A. Fund this Agreement in accordance with WIOA, other related program requirements and the terms and conditions under this Agreement.
- B. Require that OMJC's funded under this Agreement and managed and/or operated by SUBGRANTEE meet the certification criteria established by ODJFS in accordance with the schedule set by ODJFS for certification.
- C. Monitor SUBGRANTEE's performance and fiscal integrity under this Agreement to ensure compliance with WIOA, including the WIOA Section 188 non-discrimination requirements, OMB Omni-Circular found at 2 CFR Part 200 et al, the terms and conditions of any additional federal awards sub-granted by SUBGRANTOR to SUBGRANTEE.
- D. Take such action as is necessary, against SUBGRANTEE for noncompliance with federal or state requirements or restrictions related to the programs funded under this agreement pursuant to WIOA Section 184(b), ORC 5101.241, and OAC 5101:9-31-01. SUBGRANTEE may appeal proposed actions in accordance with Section D of ORC 5101.241.

ARTICLE III. SUBGRANTEE RESPONSIBILITIES

SUBGRANTEE will:

- A. Assure programs are operated and resources are invested so that SUBGRANTEE meets the state adjusted performance accountability measures for SUBGRANTOR AREA 21.
- B. Comply with WIOA conflict of interest requirements and will not engage in any other activity determined by the Ohio Governor or the Governor's designee to constitute a conflict of interest.
- C. Assist in the negotiation with local partners in collaboration with SUBGRANTOR to execute an MOU in accordance with WIOA Section 121(c) and shall assure OMJC's are operated in accordance with SUBGRANTOR Area 21's approved MOU.
- D. Monitor their sub-recipient/providers if any to ensure that each entity delivers the workforce programs and activities and expends funds received for those activities in accordance with requirements described herein.
- E. Collect and provide data to SUBGRANTOR and ODJFS in accordance with ODJFS data entry and system report requirements. SUBGRANTOR shall utilize a financial management system that meets the requirements established by ODJFS and SUBGRANTOR Area 21, and shall use the ODJFS or SUBGRANTOR Area 21 designated software programs to report financial and other data in accordance with timeframes established by ODJFS and SUBGRANTOR Area 21.
- F. Coordinate WIOA youth program services with the Comprehensive Case Management Employment Program (CCMEP) as appropriate.
- G. Participation in the Ohio Works Incentive Program.

- H. Will provide for insurance and bonding including an honesty bond in amounts appropriate to provide adequate protection against loss address liability, theft, fraud, and auto liability. All policies shall name SUBGRANTOR as an additional insured. SUBGRANTEE shall provide certificates of insurance that will provide notice to SUBGRANTOR in the event the policies are cancelled or terminate.
- I. Enter into and execute contracts and sub-agreements with any private and/or public entities providing program activities and / or that receive funds provided to SUBGRANTEE by SUBGRANTOR. Agreements entered into shall be in accordance with ORC 305.25 and ORC 5705.41, as applicable.
- J. Use WIOA funds in accordance with ORC Section 5101.9-7-04.

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

- A. This Agreement will be in effect from July 1, 2022, through June 30, 2023, unless this Agreement is suspended or terminated pursuant to ARTICLE VIII prior to the above expiration date.
- B. This Agreement is dependent upon funds being appropriated by the US Congress and the Ohio General Assembly. The Director of the Ohio Office of Budget and Management must certify that the funds are available in accordance with ORC 126.07.
- C. SUBGRANTOR may reduce the funds under this Agreement should ODJFS reduce, suspend, or terminate any allocation, reimbursement, cash draw, or other form of financial assistance. If the Ohio General Assembly, DOL, or HHS fails at any time to continue funding ODJFS for the payments due under this Agreement, this Agreement may be terminated as of the date funding expires without further obligation by SUBGRANTOR.

ARTICLE V. FUNDING

- A. Funds provided under this Sub-grant Agreement will be allocated via check from SUBGRANTOR to SUBGRANTEE on a reimbursement basis.
- B. Costs incurred under this Agreement shall not exceed the amounts specified in the grant award..
- C. Indirect Cost Rate
 - 1. If SUBGRANTEE has an indirect cost rate approved by a cognizant federal agency they shall apply the indirect cost rate to the funds provided under this SUBGRANT, however if the indirect cost rate would result in administrative costs in excess of 10% being charges against the grants SUBGRANTEE shall inform SUBGRANTOR who may request that SUBGRANTEE provide any amounts in excess of 10% from non-federal funds.
 - 2. If SUBGRANTEE does not have an indirect cost rate they shall negotiate a rate with their cognizant federal agency or if they do not have a cognizant federal agency, with SUBGRANTOR. SUBGRANTOR shall secure prior approval from ODJFS for

the negotiated indirect cost rate. The indirect cost rate shall be developed in accordance with 2 CFR 200 et al.

- D. SUBGRANTEE procurements of goods and services to support this agreement shall be conducted in accordance with 2 CFR 200.318 - 2 CFR 200.320 and ORC Chapter 5101:9-4-02.
- E. SUBGRANTEE will ensure prompt payment of employment-related costs including, but not limited to unemployment compensation contributions or reimbursements, insurance premiums, workers' compensation premiums, income tax deductions, social security deductions, public employment retirement system contributions, and any other employer taxes and payroll deductions required by law or contract for all employees, trainees, work experience participants, and anyone who receives monetary benefits as a result of participation in workforce development programs.
- F. Carryover of unspent funds related to the fiscal or program year in which they are awarded shall be governed by SUBGRANTOR. SUBGRANTEE may only charge costs resulting from obligations incurred during the funding/Agreement period unless written permission is provided by SUBGRANTOR. SUBGRANTEE will submit a budget to the SUBGRANTOR before the beginning of each fiscal year to ensure availability of funds for that year.
- G. SUBGRANTEE shall adopt policies and procedures designed to preserve the integrity of data collected, personally identifiable and sensitive information, records, contracts, grant funds, equipment, and tangible items.
- H. SUBGRANTEE Internal controls shall be in compliance with 2 CFR 200.303, 20 CFR 683.220, and, as applicable, the corresponding HHS provisions at 45 CFR 75.303. SUBGRANTEE shall require the same or greater compliance in the event any of the funds awarded under this Agreement are assigned or sub-contracted.
- I. SUBGRANTEE shall be responsible for cost sharing or matching requirements applicable to any of the funds awarded under this Agreement in accordance with 2 CFR 200.306, and, as applicable, 2 CFR 2900.8 and 45 CFR 75.306. This includes but is not limited to the cost sharing/matching requirements under WIOA for on-the-job training, customized training, and incumbent worker training activities.
- J. SUBGRANTEE shall maintain records of any Program Income realized as a result of SUBGRANTEE activities and shall report program income to SUBGRANTOR in accordance with WIOA Section 194(7) sufficient to determine the amount of such income received. SUBGRANTEE shall maintain records of any profit earned, including profit earned by SUBGRANTEE sub-recipients and shall report such information as may be required by ODJFS. Prior to expending any program income realized SUBGRANTEE shall submit a written request to SUBGRANTOR describing how the program income will be used. SUBGRANTEE must seek SUBGRANTOR prior approval for expenditures of any program income under this Agreement.
- K. SUBGRANTEE shall submit a written request for approval to SUBGRANTOR prior to purchasing non-expendable personal property or equipment with a cost of Five Thousand and 00/100 Dollars (\$5,000.00) or more for grant purposes. SUBGRANTOR shall forward the request to ODJFS and shall inform SUBGRANTEE of ODJFS' decision in writing. Purchases of real property or new construction are prohibited as are loans of funds provided hereunder

- L. Title use, and disposition of real property, equipment, and supplies purchased with funds under this Agreement will be in accordance with WIOA Section 194 and the following applicable regulatory requirements:
 - 1. Real Property – 2 CFR 200.311, or, if applicable 45 CFR 75.318.
 - 2. Equipment – 2 CFR 200.313, or, if applicable, 45 CFR 75.320.
 - 3. Supplies – 2 CFR 200.314, or, if applicable, 45 CFR 75.321.
- M. SUBGRANTEE may not use WIOA Title I funds on construction, purchase of facilities or buildings, or other capital expenditures for improvements to land or buildings.
- N. SUBGRANTEE may not use any of the funds made available as a result of this Agreement and in accordance with 20 CFR 683.250 for:
 - 1. The wages of incumbent employees during their participation in economic development activities provided through a statewide workforce development system.
 - 2. Public service employment, except as specifically authorized under WIOA Title I.
 - 3. Expenses prohibited under any other federal, state, or local law or regulation.
 - 4. Subawards or contracts with parties that are debarred suspended, or otherwise excluded from or ineligible for participation in federal programs or activities.
 - 5. Contracts with persons falsely labeling products as being made in America.
 - 6. Foreign Travel costs

ARTICLE VI. RECORDS AND REPORTING

- A. SUBGRANTEE will maintain complete and accurate records sufficient to fulfill reporting requirements, to assess performance, and to permit the tracing of funds at a level that is adequate to ensure that funds have not been spent unlawfully.
- B. SUBGRANTEE will ensure that all records relevant to programs and activities funded hereunder are available during normal businesses hours and as often as needed for audit by federal and state government entities that include but are not limited to: SUBGRANTOR, DOL, HHS, the United States Comptroller General or designee, ODJFS, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials.
- C. SUBGRANTEE will retain all records related to funds provided hereunder in accordance with 2 CFR 200.333 through 200.337, OAC 5101:9-9-21, and all state and federal record retention requirements for a minimum of 5 years after SUBGRANTEE receives the last allocation or payment issued under this Agreement. If an audit, litigation or similar action is initiated during this time period, the records must be retained until the action is concluded and all issues are resolved or until the end of the 5-year period, whichever is later.

- D. SUBGRANTEE acknowledges, in accordance with ORC 149.43, that financial records related to the performance of services under this Agreement are considered to be public records with the exception of wage records, those that contain personally identifiable information or otherwise deemed confidential under the federal or state laws that govern the collection and use of program information.
- E. SUBGRANTEE shall enroll and track participants and services in Ohio's designated case management system (ARIES). SUBGRANTEE will further ensure that information is maintained in accordance with DOL guidelines and that reports are created and submitted in the appropriate formats within the appropriate timeframes prescribed by SUBGRANTOR and ODJFS.
- F. SUBGRANTEE shall maintain records with respect to costs incurred that are otherwise allowable except for funding limitations so that they may be used in the resolution of monitoring or audit findings to the extent allowed by ODJFS, USDOL or HHS.

ARTICLE VII. AUDITS OF SUBGRANTEE

- A. If SUBGRANTEE receives in excess of \$750,000 or of the threshold for audits as established in 2 CFR 200 et al SUBGRANTEE shall conduct an organization wide audit in accordance with 2 CFR 200.501 and 45 CFR 75.501 and DOL requirements at 2 CFR 2900 as well as HHS requirements at 45 CFR 75.508. One (1) copy of the annual audit shall be sent to SUBGRANTOR and one (1) copy shall be sent to the ODJFS Office of the Chief Inspector at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215, within 2 weeks of the subrecipient's receipt of any such audit report.
- B. SUBGRANTEE shall be responsible for:
 - 1. Procurement of the Audit services
 - 2. Ensuring the Audit is performed and submitted when due in accordance with 2 CFR 200.
 - 2. Preparing financial statements, including the schedule of expenditures of federal awards in accordance with 2 CFR 200.510.
 - 3. Prompt follow up and corrective action with respect to any audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with 2 CFR 200.511.
 - 4. Providing the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit.
- C. In the event of a disallowance SUBGRANTEE shall immediately repay SUBGRANTOR for any funds disallowed as a result of the Audit.
- D. As appropriate SUBGRANTEE will take prompt corrective action, including the recapture of funds when necessary, in the event of an adverse finding, sanction, or penalty as a result of their annual audit, an audit or monitoring conducted by SUBGRANTOR, ODJFS, the Ohio Auditor of State, or other entity authorized by federal or state law.

ARTICLE VIII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience upon thirty (30) days notice to the other party in accordance with the notice requirements under this Agreement.
- B. SUBGRANTOR Area 21 may suspend or terminate this Agreement for immediately upon delivery of a written notice to SUBGRANTEE if:
 - 1. SUBGRANTOR's funding is de-obligated or reduced such that SUBGRANTOR cannot continue to sustain the programs provided for under this Agreement. This determination shall be made at the sole discretion of SUBGRANTOR.
 - 2. SUBGRANTEE is cited for an illegal activity in an audit, review or monitoring.
 - 3. SUBGRANTEE has violated any provision of this Agreement
- C. In the event of a violation of this Agreement SUBGRANTOR may suspend this Agreement and:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by SUBGRANTEE.
 - 2. Disallow all or part of the cost of the activity or action not in compliance SUBGRANTOR may reduce any outstanding invoice by the amount disallowed and/or inform ODJFS to reduce any request for funds in the amount of the disallowance.
 - 3. Wholly or partly suspend or terminate the federal award.
 - 4. Submit a recommendation to ODJFS to be transmitted to the federal awarding agency for the initiation of suspension or debarment proceedings authorized under 2 CFR 180.
 - 5. Take other remedies that may be legally available.
- D. Upon receipt of a notice of suspension or termination SUBGRANTEE will:
 - 1. Cease the performance of the suspended or terminated Sub-grant activities under this Agreement, and
 - 2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subcontracts related to the suspended or terminated Subgrant activities, and
 - 3. Prepare and submit a report to SUBGRANTOR Area 21, as of the date that funding expires, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities, and
 - 4. Perform any other tasks that Area 21 or ODJFS requires.

- E. In the event of a breach or default by SUBGRANTEE of any of their obligations, or duties under this Agreement, SUBGRANTOR Area 21 may exercise any administrative, contractual, equitable, or legal remedy available, without limitation.
- F. A waiver by SUBGRANTOR of any occurrence of breach or default is not a waiver of subsequent occurrences and the waiver will be limited to that particular occurrence only.

ARTICLE IX. NOTICES

- A. All notices, demands, requests, consents, approvals, and other communications required under this Agreement shall be in writing and shall be deemed effective upon hand delivery, or delivery by facsimile, with accurate confirmation generated by the transmitting facsimile machine, at the address or number designated **below** if delivered on a business day during normal business hours or mailed registered or certified, return receipt requested, postage prepaid, or delivered by reputable air courier service with charges prepaid or other delivery method that documents actual delivery to the appropriate address herein indicated.
- B. SUBGRANTOR and SUBGRANTEE agree to respond to all communications and requests within ten (10) days of their receipt.
- C. Notices to SUBGRANTOR shall be addressed to the Director of the Fairfield County Agency for Economic and Workforce Development at 210 E. Main St., Ste. 407, Lancaster, OH, 43130
- D. Notices to SUBGRANTEE shall be addressed to _____

ARTICLE X. AMENDMENT AND SUBGRANTS

- A. This document constitutes the entire agreement between SUBGRANTOR and SUBGRANTEE.
- B. Any amendments to laws or regulations cited herein following the date of execution of this Agreement, including the terms and conditions of the federal grants issued by the DOL or HHS shall apply to this Agreement without the necessity to execute a written amendment.
- B. **Subawards**
 - 1. **Subgrants** – Any subgrant by SUBGRANTEE to a service provider shall be made in accordance with 2 CFR 200.201 and, if applicable, corresponding HHS exceptions, 45 CFR 75.352.
 - 2. **Suspension and Debarment** – In accordance with 2 CFR 200.205, 2 CFR Part 2998, and 45 CFR 75.213, SUBGRANTEE shall not make any award to any party that is debarred or suspended under 2 CFR Part 180.
 - 3. **Procurement** – SUBGRANTEE shall ensure that any subrecipients maintain a procurement system for purchases of goods and services paid for with funds provided

under the SUBGRANT in compliance with OAC rule 5101:9-4-02, as well as the federal procurement standards prescribed in 2 CFR 200.318 – 2 CFR 200.320, 2 CFR 415.1 and 45 CFR 75.327 – 45 CFR 75.335. In the event of conflict between federal, state, and local requirements, the most restrictive requirements shall apply.

4. SUBGRANTEE shall ensure that each of their Subgrant Agreements with their subrecipients includes:
 - a. Identification of the federal award(s) received pursuant to 2 CFR 200.331(a)(1).
 - b. Adherence to the requirements of the applicable federal statutes, regulations and the terms and conditions of the grant funds made available through the subgrant.
 - c. Any additional SUBGRANTOR requirements imposed on SUBGRANTEE.
 - d. The approved federally recognized indirect cost rate or a negotiated rate between SUBGRANTEE and their subrecipient which can be the de minimis indirect cost rate as defined in 2 CFR 200.414;
 - e. SUBGRANTOR access to the subrecipient's records and financial statements
 - f. Appropriate terms and conditions concerning closeout of the subaward.
 - g. A requirement for a CFR 200 Subpart F audit is conducted as appropriate.
5. SUBGRANTEE shall evaluate the following conditions before awarding the subgrant:
 - a. The subrecipient's prior experience with the same or similar subawards
 - b. The results of previous audits including a 2 CFR Audit, and the extent to which the same or similar subaward has been audited as a major program
 - c. Whether the subrecipient has new personnel or new or substantially changed systems
 - d. Any monitoring reports
6. SUBGRANTEE shall monitor all Subgrant activities, if any, to ensure compliance with all applicable federal requirements, including 2 CFR 200.327, 200.328, 200.330, 200.331, and DOL exceptions at 2 CFR part 2900 and HHS exceptions, 45 CFR 75.342 as well as review subaward performance. Monitoring must include:
 - a. Review of financial and performance reports required by SUBGRANTOR.
 - b. Follow-up to ensure that the subrecipient corrects all deficiencies pertaining to the subgrant detected through audits, desk and on-site reviews.
 - c. Issuance of a report including any findings and required corrective action.
 - d. Training and technical assistance to subrecipient on program-related matters;

- e. Performance of on-site reviews of the subrecipient's program operations; and
 - f. agreed-upon-procedures engagements as described in 2 CFR 200.425.
7. Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
8. Consider taking enforcement action against noncompliant subrecipients as described in 2 CFR 200.338 for noncompliance of this part and in program regulations.

ARTICLE XI. CERTIFICATION OF COMPLIANCE WITH SPECIAL GRANT CONDITIONS

- A. SUBGRANTEE certifies to the below described conditions. To the extent SUBGRANTEE was in violation or non-compliant with any of the below certifications at the time of entry into this Agreement they shall be obligated to return all funds received under this Agreement. In all other instances SUBGRANTEE will be entitled to compensation only for activities performed during the time the parties were in compliance with the certifications listed herein.
- 1. SUBGRANTEE certifies that neither SUBGRANTEE nor any of its principals, subrecipients or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency.
 - 2. SUBGRANTEE certifies and affirms that within the three (3) years preceding this agreement neither SUBGRANTEE nor any of its principals, or subrecipients or subcontractors:
 - a. Have been convicted of, or had a civil judgment rendered against them
 - i. For commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract
 - ii. For violation of federal or state antitrust statutes
 - iii. For commission of embezzlement, theft, forgery, bribery, falsification or destruction of records
 - iv. For making false statements, or
 - v. For receiving stolen property;
 - b. Are presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) for the commission of any of the offenses listed in paragraph "a" above and have not had any contracts with Federal, State, or local governmental entities terminated for cause or default.
 - 3. SUBGRANTEE agrees to disclose to SUBGRANTOR in writing to Area 21 all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award pursuant to 2 CFR 200.113.

- B. SUBGRANTEE affirms that they and any and all subrecipients and subcontractors have all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are licenses are current. If at any time during the Agreement period SUBGRANTEE, or any subrecipients or subcontractors, for any reason, become disqualified from conducting business in the Ohio, SUBGRANTEE will immediately notify SUBGRANTOR in writing and will take measures to ensure that the disqualified party immediately ceases performance of Subgrant activities.
- C. SUBGRANTEE affirms that SUBGRANTEE, its principals, subrecipients and subcontractors are not subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with SUBGRANTOR Area 21 a subrecipient of the State of Ohio.
- D. Fair Labor Standards and Employment Practices.
1. SUBGRANTEE certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
 2. SUBGRANTEE certifies that neither they, nor their principals or any of their subrecipients or subcontractors are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify SUBGRANTEE or a subrecipient as having more than one (1)-unfair labor practice.
- E. Non-Discrimination
1. SUBGRANTEE, and their officers, employees, subrecipients and subcontractors shall comply with The Americans with Disabilities Act of 1990, as amended and Section 504 of the Rehabilitation Act of 1973, as amended.
 2. SUBGRANTEE shall comply with WIOA Section 188 and shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion demotion, rate of compensation, and eligibility for in-service training programs. SUBGRANTEE shall collect and maintain such data as is necessary to show compliance with the foregoing nondiscrimination provisions of WIOA Section 188 and this Paragraph 2 and will incorporate these requirements in all of its subgrants or subcontracts for the workforce development activities funded hereunder.
 3. SUBGRANTEE shall post EEO and other federal and state non-discrimination posters citing the EEO laws in conspicuous places accessible to employees and applicants for employment.
 4. SUBGRANTEE shall comply with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d et seq.), the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.) and all provisions required by the implementing regulations of HHS and USDOL. SUBGRANTEE shall require all entities with which it subgrants and contracts to incorporate this Section in all its existing agreements and contracts that are funded in whole or in part with funds from the USDOL or HHS, and shall further

require those entities to incorporate the above language in all future agreements and contracts with other entities.

F. Conflict of Interest and Nepotism

1. SUBGRANTEE certifies that it has not violated WIOA or State of Ohio ethics and conflict of interest laws, including the Governor's Executive Order 2011-03K in obtaining the award made available under this Agreement.
2. In accordance with 20 CFR 683.200, SUBGRANTEE shall assure that no individual may be placed in a WIOA employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual.
3. To the extent that an applicable state or local legal requirements regarding nepotism is more restrictive than 20 CFR 683.200, the state or local requirement shall be followed.
4. SUBGRANTEE certifies that it did not exert undue influence upon any SUBGRANTOR board member or employee with respect to their vote to award the funds under this Agreement to SUBGRANTEE.
5. SUBGRANTEE, their officers, and employees, shall not acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of SUBGRANTEE's functions and responsibilities under this Agreement and to disclose any such the interest in writing to SUBGRANTOR.
6. SUBGRANTEE shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
7. SUBGRANTEE certifies, by executing this Agreement, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in such position, one (1) or more personal monetary contributions in excess of \$1,000.00 to SUBGRANTOR's elected officials campaigns or to the current Governor or to the Governor's campaign committee when the Governor was a candidate for office within the previous 2 calendar years.

G. SUBGRANTEE shall comply with WIOA Section 195 with respect to prohibitions against lobbying and shall refrain from using WIOA funds for publicity or propaganda, the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat a candidate or the enactment of legislation before Congress or any State or local legislature or legislative body, or any proposed or pending regulation, administrative action, or order issued by the executive branch of State or local government.

1. SUBGRANTEE shall not use WIOA funds to pay the salary or expenses of a lobbyist, or influence the enactment or issuance of legislation, appropriations, regulations, administrative action, or an Executive order proposed or pending before Congress or any State government, or a State or local legislature or legislative body.

2. SUBGRANTEE shall not use federal funds to influence, attempt to influence, or otherwise lobby Congress or any federal agency in connection with any contract, grant, cooperative agreement, or loan.
 3. SUBGRANTEE shall comply with all lobbying restrictions, including 31 USC 1352, 2 USC 1601, 29 CFR 93, and any other federal law or rule pertaining to lobbying and if SUBGRANTEE receives funds in excess of One Hundred Thousand and 00/100 (\$100,000.00), SUBGRANTEE will execute Standard Form-LLL, "Disclosure Form to Report Lobbying," and shall include the language of this certification in all subawards, subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements.
 4. SUBGRANTEE shall comply with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.
- H. SUBGRANTEE agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that SUBGRANTEE, their employees, and subrecipients and subcontractors meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable sections of ORC Chapters 3119, 3121, 3123, and 3125.
- I. If any activities funded hereunder call for services to minors, SUBGRANTEE, agrees to comply with the Pro-Children Act of 1994, 45 CFR 98.13, that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.
- J. SUBGRANTEE, their officers, employees, subrecipients and/or any independent contractors associated with this Agreement agree to comply with 29 CFR 94 and all other applicable state and federal laws regarding a drug-free workplace and to make a good faith effort to maintain a drug-free workplace. SUBGRANTEE shall make a good faith effort to ensure that none of their officers, employees, members, and subrecipients or subcontractors will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
- K. SUBGRANTEE agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapters 5101 or 5107.
- L. To the extent possible, SUBGRANTEE agrees to provide priority of service to veterans and covered spouses for any qualified job training program as required under the Jobs for Veterans Act 38 USC 4215, as implemented by 20 CFR 1010.
- M. To the greatest extent practicable, per WIOA Section 502, SUBGRANTEE agrees to use funds provided hereunder to purchase American made equipment and products.
- N. Per WIOA Section 194(15), SUBGRANTEE agrees to comply with all salary and bonus limitations.
- O. SUBGRANTEE agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control

Act as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the United States Environmental Protection Agency (USEPA) and ODJFS. SUBGRANTEE agrees to comply with all applicable standards, orders or regulations issued pursuant to the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act in accordance with 42 USC 6201. Violations must be reported to the Federal awarding agency and the Regional Office of the USEPA and ODJFS.

- P. SUBGRANTEE will comply with the reporting requirements found in Appendix A of The Transparency Act (2 CFR 170).
- Q. As applicable SUBGRANTEE will comply with the provision of 2 CFR, Subtitle A, Chapter I, and Part 25 regarding Central Contractor Registration and Universal Identifier Requirements.
- R. SUBGRANTEE shall comply with 22 USC 7104(g), Trafficking Victims Protection Act of 2000, as amended, and shall insert this prohibition into any subaward or subcontract.
- S. SUBGRANTEE shall adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned.
- T. Pursuant to Presidential Executive Order 13513: Section 4, *Text Messaging While Driving by Government Contractors, Subcontractors, and Recipients and Subrecipients*, SUBGRANTEE, and all subcontractors and subrecipients paid with funds provided hereunder shall adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or government-owned or government-leased, or government-rented vehicles when on official government business or when performing any work for or on behalf of the government, and to conduct initiatives of the type described in Section 3(a) of the Executive Order.
- U. SUBGRANTEE certifies that they are in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.
- V. SUBGRANTEE shall comply with WIOA Section 188(a)(3) which prohibits the use of funds to employ participants to carry out the construction, operation, or maintenance of any part of any facility used for sectarian instruction or as a place for religious worship.
 - 1. Participants may be trained in religious activities only when the assistance is provided indirectly within the meaning Establishment Clause of the United States Constitution or for the of maintenance of facilities that are not primarily used for instruction or worship and are operated by organizations providing services to WIOA participants.
 - 2. SUBGRANTEE shall comply with requirements for equal treatment of religious organizations and protection of the religious liberty of DOL social service providers and beneficiaries.

ARTICLE XII: CONFIDENTIALITY

- A. To the extent that SUBGRANTOR can grant SUBGRANTEE access to confidential and /or protected data covered by this paragraph, sub paragraphs 1 – 23, SUBGRANTEE shall adhere to
1. WIOA Section 185(a)(4)(B), codified at 29 USC 3245(a)(4)(B).
 2. WIOA Section 501 which provides for the protection of student records and prohibits the creation of a national database containing personally identifiable information.
 3. The Privacy Act (5 USC 552a).
 4. 7 USC 2020(e)(8).
 5. The Family Educational and Privacy Rights Act, which provides for the protection of student records, 20 USC 1232g, and WIOA Sections 102(b)(2)(C)(v)(III), 116(i)(3), 122(d)(4), and 501(a)
 6. 29 USC 701(a)(4) and (c)(2) and 29 USC 751.
 7. 20 CFR 603 providing for the confidentiality and limitations on disclosure of state Unemployment Compensation information.
 8. 29 CFR 71.14(a)(2) and (c) regarding the use of non-public information.
 9. 34 CFR 361.38 which applies to the protection, use and release of personal information of Vocational Rehabilitation Services participants.
 10. ORC 149.43(A)(1), lists records that are exempted from treatment as public records.
 11. ORC 149.431 as applicable to records of governmental or nonprofit organizations receiving governmental funds.
 12. ORC 1347.01(E).
 13. ORC 1347.12 regarding disclosure of security breach of computerized personal information data.
 14. ORC 3304.21 regarding use of information relative to participants of programs administered by Opportunities for Ohioans with Disabilities.
 15. ORC 4141.21, 4141.22, and 4141.99 regarding use and disclosure of Unemployment Compensation records.
 16. ORC 5101.27 Restricting Disclosure of identifying information regarding public assistance applicants and recipients.
 17. OAC 5101:1-1-03 regarding confidentiality of TANF applicant/recipient information.

18. OAC 5101:1-1-36. IEVS.
 19. OAC 5101:4-1-13(C) regarding confidentiality of SNAP applicant/recipient information.
 17. OAC 5101:9-9-21(H)(3) and 5101:9-9-25.1. Requiring county family services and workforce agencies to safeguard and protect all applicant and recipient information and federal tax information, in accordance with state and federal laws and regulations.
 20. OAC Sections 5101:9-22-15 and 5101:9-22-16 regarding release of and access to confidential personal information.
 21. OAC 4141-43-01 and 4141-43-02 regarding confidentiality and permissible uses and disclosures of employment and training information, wage information, employer information, and unemployment claimant information.
 22. OAC 3304-2-63 regarding use of information relative to participants of Ohio's Vocational Rehabilitation Programs.
 23. USDOL TEGL 39-11, "Guidance on the Handling and Protection of Personally Identifiable Information," June 28, 2012.
- B. In the event SUBGRANTEE enters into a sub agreement with a third party subgrantee shall make a determination regarding whether data identified as confidential will be collected or accessed by subgrantee and whether the applicable federal and state confidentiality rules governing the data allows disclosure to the prospective third party subgrantee. In such instance SUBGRANTEE shall include all the provisions listed in Article XII paragraph A sub-paragraphs 1 - 23 in any agreements with the third party subgrantee.
- C. SUBGRANTEE shall ensure that no ODJFS confidential information is disclosed to third parties or to unauthorized individuals without the express written consent of SUBGRANTOR and ODJFS.
- D. SUBGRANTEE shall ensure that the collection and use of any information, systems, or records that contain confidential data will be limited to purposes of the specific programs and activities to which the data pertains or for which the data was generated or collected.
- E. SUBGRANTEE shall ensure that access to software systems and files under its control containing confidential information will be limited to authorized staff members who are assigned responsibilities in support of the program or service to which the data pertains and who must access the information to perform those responsibilities. SUBGRANTEE expressly agrees to take measures to ensure that no confidential information is accessible by unauthorized individuals.
- F. SUBGRANTEE shall maintain a current list of staff members who are authorized to access confidential information and will identify the types of data and data sources that the authorized staff members will be permitted to access.

- G. SUBGRANTEE will ensure that all staff members authorized to access confidential data are aware of the requirements and restrictions that pertain to the data and the penalties for disclosure or misuse.

ARTICLE XIII. MISCELLANEOUS PROVISIONS

- A. **Limitation of Liability:** To the extent permitted by law, SUBGRANTOR Area 21 agrees to be liable for any and all of its own negligent actions. To the extent permitted by law, SUBGRANTEE agrees to be liable for any and all of its own negligent actions. In no event will either party be liable for any indirect or consequential damages, even if either party to this Agreement knew or should have known of the possibility of such damages. This provision DOES NOT relieve SUBGRANTEE from exclusive and one hundred percent (100%) liability for the misuse, mismanagement and/or non-compliant use of WIOA funds made available to SUBGRANTEE under this Agreement.
- B. **Choice of Law; Venue; Partial Invalidity:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of this Agreement impossible. Venue for any action brought in connection with this agreement shall be in Fairfield County.
- C. **Construction:** Nothing in this Agreement is to be construed to provide an obligation for any amount or level of funding, resources, or other commitment by SUBGRANTOR to SUBGRANTEE. Nothing in this Agreement is to be construed to provide a cause of action in any state or federal court or in an administrative forum against SUBGRANTOR Area 21 or Fairfield County, or any of its elected officials, officers, workforce board members or employees.
- D. **Liens:** SUBGRANTEE shall not permit any lien or claim to be filed or prosecuted against SUBGRANTOR Area 21 because of any labor, services, or materials furnished. If SUBGRANTEE fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to SUBGRANTEE in connection with this Agreement, SUBGRANTOR may at their discretion, but not under any obligation, pay those claims and charge the amount of payment against the funds due or to become due to SUBGRANTEE under this Agreement.
- E. **Delay:** Neither SUBGRANTOR nor SUBGRANTEE will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delaying party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. The delaying party must also describe the cause of the delay and its proposal to remove or mitigate the delay. Notices will be sent pursuant to ARTICLE IX. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken reasonable steps to mitigate or avoid the delay. Items that are controllable by any subcontractor or subrecipient of SUBGRANTEE will be considered controllable by SUBGRANTEE except for third-party manufacturers supplying commercial

items and over whom SUBGRANTEE has no legal control. The final determination of whether an instance of delay is excusable lies with SUBGRANTOR Area 21 in its discretion.

G. Intellectual Property



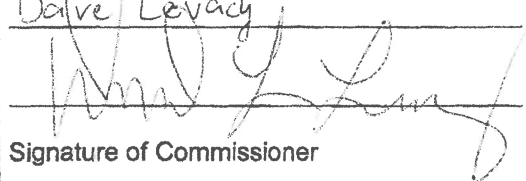
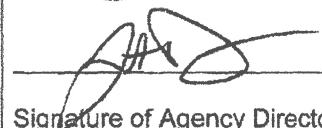

1. SUBGRANTOR, ODJFS and the Federal Government shall be granted a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal, State and SUBGRANTOR purposes:
 - a. The copyright in all products developed with funds provided hereunder, including a subgrant or subcontract to this Agreement; and
 - b. Any rights of copyright to which SUBGRANTEE, or a subrecipient or subcontractor purchases ownership under an award (including but not limited to: curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues shall be deemed program income. Program income shall added to the grant and must be expended for allowable grant activities.
2. If applicable, the following shall be affixed to all products developed in whole or in part with grant funds:

"This workforce solution was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The solution was created by subgrantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use, by an organization and/or personal use by an individual for non-commercial purposes, is permissible. All other uses require the prior authorization of the copyright owner."

- H. **Risk Assessment.** In accordance with 2 CFR 200.331 and 2 CFR 200.207, ODJFS as a pass-through entity evaluates SUBGRANTOR and SUBGRANTOR may evaluate SUBGRANTEE's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward. If deemed required, SUBGRANTEE agrees to comply with specific conditions and monitoring requirements posed by SUBGRANTOR or ODJFS to ensure proper accountability and compliance with program requirements and achievement of performance goals.

- I. **Counterpart Language.** This Agreement may be executed in one (1) or more than one (1) counterparts and each executed counterpart will be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together will constitute one (1) and the same agreement.

Signature Page Follows:
Remainder of page intentionally left blank

SIGNATURE SHEET	
Name of Commissioner:	
Jeff Fix	
	6/21/22
Signature of Commissioner	Date
Name of Commissioner:	
Steve Davis	
	6/21/22
Signature of Commissioner	Date
Name of Commissioner:	
Dave Levacy	
	6/21/22
Signature of Commissioner	Date
Name of Commissioner:	
Signature of Commissioner	Date
Name of Agency Director:	
Jonathan Davis	
	6-10-22
Signature of Agency Director	Date
Name of Fiscal Agent:	
Rick Szabrak	
	6/10/22
Signature of Fiscal Agent	Date

**1st AMENDMENT TO SUBGRANT AGREEMENT BETWEEN OHIO
WORKFORCE DEVELOPMENT AREA 21 AND PICKAWAY ROSS
CAREER & TECHNOLOGY CENTER**

This Amendment is made and entered into effective upon execution by all parties hereto, by and between Fairfield County Board of Commissioners, a political subdivision of the State of Ohio, ("Subgrantor"), serving as fiscal agent for Workforce Development Board for Ohio Workforce Development Area 21 (AREA 21), and Pickaway - Ross Career and Technology Center ("Subgrantee").

BACKGROUND INFORMATION

A. Subgrantor entered into the Subgrant Agreement Between Ohio Workforce Development Area 21 And Pickaway Ross Career & Technology Center ("the Agreement") on behalf of AREA 21 with Subgrantee in July of 2022.

B. The contract period for the underlying Agreement was July 1, 2022, to June 30, 2023 unless the Agreement was suspended or terminated prior to the end of the contract term.

C. The parties mistakenly believed that the Agreement automatically renewed if the grant was not expended prior to the end of the contract term.

D. As the subgrant was not fully disbursed to Subgrantee until April 2024, the parties desire to amend Article IV, Section A to permit the Subgrantor to renew the Agreement for one additional term to permit the disbursement of grant funds beyond June 30, 2023.

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Subgrantor and Subgrantee agree as follows:

1. Article IV, Section A is hereby deleted and rewritten as follows:

"A.. This Agreement will be in effect from July 1, 2022, through June 30, 2023, unless this Agreement is suspended or terminated pursuant to ARTICLE VIII prior to the above expiration date. If the grant funds are not fully disbursed by the end of June 30, 2023 and Subgrantee is otherwise in compliance with the Agreement, Subgrantor has the option to renew the Agreement for one (1) additional term to complete the grant fund disbursement. This option to renew can be exercised by Subgrantor disbursing grant funds to Subgrantee under the terms of this Agreement during the renewal term of July 1, 2023 to June 30, 2024.

2. Except as modified herein, all terms, covenants and conditions contained in the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment Between Fairfield County Board Of Commissioners Agreement and Pickaway Ross Career and Technology Center as of the last date set forth below.

PICKAWAY ROSS CAREER AND TECHNOLOGY CENTER

By: 
Jonathan Davis, Superintendent

Date: 4-7-25

FAIRFIELD COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Jeff Fix

Date: _____

By: _____
Steve Davis

Date: _____

By: _____
David Levacy

Date: _____

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the First Amendment to the subgrant agreement between Pickaway Ross Career and Technology Center and the Fairfield County Board of County Commissioners.

(Fairfield County Economic & Workforce Development)

Approved as to form on 4/10/2025 12:38:12 PM by Amy Brown-Thompson,



Amy Brown-Thompson
Prosecutor's Office
Fairfield County, Ohio

Resolution No. 2025-04.15.d

A resolution authorizing the First Amendment to the subgrant agreement between Pickaway Ross Career and Technology Center and the Fairfield County Board of County Commissioners.

(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.

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Economic and Workforce Development; Fund # 2902/Project # T0001; Redevelopment Tax Equivalent Project

WHEREAS, additional appropriations are needed in the major expenditure object category for Fund #2902/Project #T0001; and

WHEREAS, appropriating from unappropriated will allow proper accounting in the major expenditure object category.

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

Section 1. The Fairfield County Board of Commissioners appropriate from unappropriated for Project #T0001 into the following major expenditure object category:

\$10,220 contractual services

Prepared by: Angel Conrad

**Appropriate from Unappropriated
For Auditor's Office Use Only:**

\$10,220 12290200-530100 Project #T0001 Contract Services

Resolution No. 2025-04.15.e

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Economic and Workforce Development; Fund # 2902/Project # T0001; Redevelopment Tax Equivalent Project

(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.

A Resolution to Approve the Contract Bid Award for the Sale of Scrap Metal & Aluminum.

WHEREAS, the opening of sealed bids on April 7, 2025, for the Sale of Scrap Metal & Aluminum, resulted in the following bids:

Bidder: Mark Gray Enterprises

Scrap Metal: \$0.0625/lb (pick-up); \$0.0714/lb (delivered)

Aluminum: \$0.56/lb (pick-up); \$0.60/lb (delivered)

Bidder: New World Recycling

Scrap Metal: \$0.05/lb (pick-up); \$0.06/lb (delivered)

Aluminum: \$0.40/lb (pick-up); \$0.45/lb (delivered)

Bidder: Rumpke Waste & Recycling

Scrap Metal: \$0.07/lb (pick-up); \$0.09/lb (delivered)

Aluminum: \$0.95/lb (pick-up); \$1.00/lb (delivered)

WHEREAS, the Fairfield County Engineer is recommending that the Contract for the Sale of Scrap Metal & Aluminum be awarded to Rumpke Waste & Recycling; 990 Eastern Avenue; Chillicothe, Ohio 45601, a responsive and responsible Bidder, at the prices shown above.

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

SECTION 1: that this Board of Commissioners resolves to, and does hereby, approve the Award to Bid at the prices shown above, to Rumpke Waste & Recycling for the Sale of Scrap Metal & Aluminum.

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

Prepared by: Cheryl Downour
cc: Engineering Office

Signature Page

Resolution No. 2025-04.15.f

A Resolution to Approve the Contract Bid Award for the Sale of Scrap Metal & 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.

A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for repairs and maintenance.

WHEREAS, additional appropriations are needed in the major expenditure object category for 2024 Motor Vehicle; and

WHEREAS, appropriate from unappropriated will allow proper accounting in the major expenditure object category.

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

Section 1: The Fairfield County Board of Commissioners resolves to approve appropriate from unappropriated into the following category:

\$50,000.00 16202403- Contractual Services

Prepared by: Julie Huggins
cc: Engineer

A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for repairs and maintenance.

For Auditor's Office Use Only:

16202403-543000 \$50,000.00

Prepared by: Julie Huggins
cc: Engineer

Resolution No. 2025-04.15.g

A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for repairs and maintenance.

(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.

A resolution to approve a memo expense for W. Buckeye Lake/Ballard Lane expenses – Fairfield County Commissioners

WHEREAS, the Engineer's Office monitors the Ballard Lane ditch; and

WHEREAS, the Engineer's Office Motor Vehicle Fund# 2024 has incurred costs related to the Ballard Lane ditch; and

WHEREAS, the Ditch Maintenance fund# 2050, subfund# 2057 for West Buckeye Lake/Ballard Lane allows for expenses relating to the ditch; and

WHEREAS, a memo expenditure will reimburse the Motor Vehicle Fund for the expenses; 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 receipts:

\$418.46 16202401 434000 Motor Vehicle charges for services

This amount represents American Electric Power (AEP) expenses and other expenses related to the Ballard Lane ditch for dates of 6/20/24-7/19/24.

(See attached for detail)

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of contractual services.

Memo expenditure as referenced in attached supporting documentation:

Account: 30205700 530000

Amount: \$418.46

Prepared by: Julie Huggins

cc: Engineer



Non-Payment/Return Mail:
PO BOX 24401
CANTON, OH 44701-4401

RECEIVED

JUL 23 2024

FAIRFIELD COUNTY
ENGINEER

SERVICE ADDRESS: FAIRFIELD COUNTY ENGINEER, 12820 W BANK DR NE, MILLERSPORT, OH 43046-9738
405

CY 15

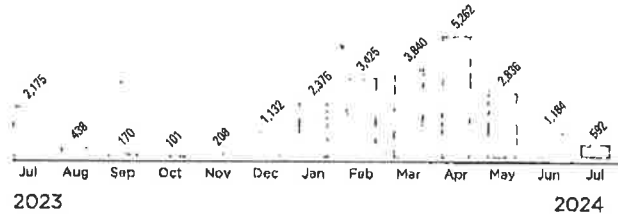
Amount due on or before August 13, 2024 **\$418.46**

Bill mailing date is Jul 22, 2024
Account #070-055-086-2-2

Notes from AEP Ohio:

Thank you for being a paperless customer! Sign up for billing and outage alerts to stay informed. You can manage your account by logging in at aepohio.com.

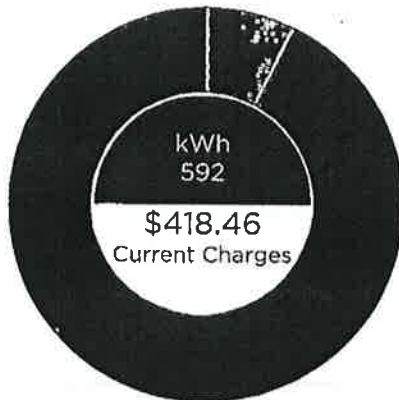
Usage History (kWh):



Current bill summary:

Billing from 06/20/24 - 07/19/24 (30 days)

Supplier Charges \$30.72



Delivery Charge \$387.74

Methods of Payment

- aepohio.com
- PO Box 371496
Pittsburgh, PA 15250-7496
- 1-800-611-0964 (fee may apply)

Need to get in touch?

Customer Operations Center: 1-888-710-4237
Outages: AEPOhio.com/outages or 1-800-672-2231

E.T.M. Casey
7/24/24

Please tear on dotted line.

Turn over for important information >

Thank you for your prompt payment. Please include your account number on your check and return this stub with your payment.

FAIRFIELD COUNTY ENGINEER, 12820 W BANK DR NE, MILLERSPORT, OH 43046-9738



Non-Payment/Return Mail:
PO BOX 24401
CANTON, OH 44701-4401

Account #070-055-086-2-2
FAIRFIELD COUNTY ENGINEER
Amount due on or before August 13, 2024 **\$418.46**

Payment Amount \$

Pay \$428.15 after 08/13/2024

Make check payable and send to:
AMERICAN ELECTRIC POWER
PO BOX 371496
PITTSBURGH, PA 15250-7496



☐ The Neighbor to Neighbor program helps disadvantaged customers pay their electric bill. I want to help. My payment reflects my gift of \$



Inv# 07005508622 **\$418.46**
AMERICAN ELECTRIC POWER
06/20/2024 # Pages 2 **FP2 DOC299S3474**
PO# 24001530

00070055086222071508015900009

**Service Address:**

FAIRFIELD COUNTY ENGINEER
12820 W BANK DR NE
MILLERSPORT, OH 43046-9738

Account #070-055-086-2-2

Line Item Charges:

Previous Charges	
Total Amount Due At Last Billing	\$ 445.51
Payment 07/11/24 - Thank You	-445.51
Previous Balance Due	\$.00*
Current AEP Ohio Charges	
Tariff 840 - Medium General Service 07/19/24	
Service Delivery Identifier: 00140060748138032	
Transmission Service	\$ 148.42
Distribution Service	229.92
Customer Charge	9.40
Current Electric Charges	\$ 387.74*

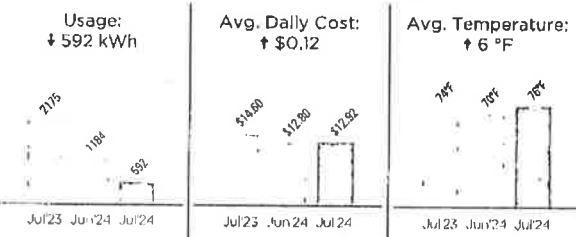


Current Dynegy Charges (877-331-3045)	
Supplier Account Number - a0B1C000013EqdSUAS	
Service Delivery Identifier: 00140060748138032 07/19/24	
Generation: 592 kWh @ \$0.0519	\$ 30.72
Current Supplier Balance Due	\$ 30.72*

Total Balance Due	\$ 418.46
*Charges make up the "Total Balance Due"	
Pay \$428.15 after 08/13/2024	

Usage Details:

↑↑Values reflect changes between current month and previous month.



Total usage for the past 12 months: 23,147 kWh

Average (Avg.) monthly usage: 1,929 kWh

Billed Usage 07/24				
Usage	Power Factor	Power Factor Constant	Meter Location Comp.	Billed Usage
592	(100.0)	(.9510)	-	592 kWh
21,962	-	-	-	22,000 kW

Meter Read Details:

Meter #683579690					
Previous	Type	Current	Type	Metered	Usage
87859	Actual	88451	Actual	592	592 kWh
-	-	21.962	Actual	21.962	21.962 kW
Service Period 06/19 - 07/19				Multiplier 1	
Next scheduled read date should be between Aug 16 and Aug 21.					

Notes from AEP Ohio:

For Informational Purposes only: The below costs are NOT NEW CHARGES and are approximate values. AEP participates in programs required by the state of Ohio to support energy conservation and to secure renewable energy resources. For more information on energy efficiency programs, please visit www.AEPOhio.com/Save.

Renewable Programs: \$0.56

Energy Efficiency Programs: \$0.00

Peak Demand Reduction Programs: \$0.00

In Case No. 19-1808-EL-UNC, the Commission approved the Legacy Generation Resource Rider to collect or pass back the difference between total cost and revenues associated with legacy generation resources of AEP Ohio. This Rider replaces the current Purchase Power Agreement Rider. A residential Customer using 1,000 kWh of electricity will see a decrease of \$0.08.

The Public Utilities Commission of Ohio in Case number 23-169-EL-RDR on August 9, 2023 approved an adjustment to Ohio Power Company's Enhanced Service Reliability Rider rate effective with this bill. A residential customer using 1,000 kWh of electricity will see an increase of \$0.28 per month.

AEP now furnishes Commercial & Industrial payment histories to credit reporting agencies.

As a participant in the AEP Ohio Customer Choice Program, your electric energy is being supplied by **Dynegy**. This bill reflects AEP Ohio charges for delivery of the electric and all electric energy supply charges AEP Ohio has received from your supplier as of the Billing Date shown on this bill. For questions about your electric energy supply charges please contact Dynegy at (877)331-3045. Please note that failure to pay charges for competitive retail electric services (CRES) may result in loss of those products and services, the cancellation of your contract with the CRES provider and your return to AEP Ohio's Standard Offer for energy supply services.

Due date does not apply to previous balance due.

Supplier Message(s)

We appreciate your business. Visit our website for energy-saving tips.

End Supplier Message(s)

Enjoy the benefits of constant connection. Download our mobile app today, at Google Play and iTunes stores.

Signature Page

Resolution No. 2025-04.15.h

A resolution to approve a memo expense for W. Buckeye Lake/Ballard Lane expenses - Fairfield County Commissioners

(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.

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund # 7521, Family Children First Council

WHEREAS, appropriations are needed to cover expenses for 2024; and

WHEREAS, an account-to-account transfer will allow proper classification of major expenditure object categories.

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 \$9,00.00 is hereby authorized as follows:

From: 60815820, Contractual Services \$6,000.00
 60815820, Contractual Services \$3,000.00

To: 60815820, Material Supplies \$9,000.00

Prepared by: Morgan Fox, Fiscal Officer

**Account-to-Account Transfer
For Auditor's Office Use Only:**

Total Transfer of Appropriations \$9,000.00

From: 60815820, 530000, Contractual Services \$6,000.00
To: 60815820, 560000, Materials & Supplies; \$6,000.00

From: 60815820, 534070, Temporary Services; \$3,000.00
To: 60815820, 560000, Materials & Supplies; \$3,000.00

Prepared by: Morgan Fox, Fiscal Officer

Signature Page

Resolution No. 2025-04.15.i

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure
Object Category – Fund # 7521, Family Children First Council

(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.

A resolution authorizing the approval of a partial repayment of an advance to the General Fund – Fund #7521, Sub-fund #8160 Help Me Grow – Early Intervention

WHEREAS, the General Fund approved an advance of \$350,000.00 (resolution 2024-11-12.q) for Fund #7521 – Subfund #8160 Help Me Grow – Early Intervention; and

WHEREAS, some monies have been collected and deposited to make a partial 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: 8160 090001 Help Me Grow – Early Intervention \$100,000.00

CREDIT: 1001 223000 General Fund Advances In \$100,000.00

Prepared by: Morgan Fox, Fiscal Officer
cc:

Resolution No. 2025-04.15.j

A resolution authorizing the approval of a partial repayment of an advance to the General Fund – Fund #7521, Sub-fund #8160 Help Me Grow – Early Intervention

(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.

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between The Julia Paige Family Center 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 Julia Paige Family Center 5494 High Hill Rd Cambridge, OH 43725 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, 2025 through December 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 Julia Paige Family Center.

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. ☐ Public 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):
1. ☐ Under \$77,250.00
 2. ☐ State Term #: _____ (copy of State Term Contract must be attached)
 3. ☐ ODOT Term #: _____ (See R.C. 5513.01)
 4. ☐ Professional Services (See the list of exempted occupations/services under R.C. 307.86)
 5. ☐ Emergency (Follow procedure under ORC 307.86(A))
 6. ☐ 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
1. ☐ 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
 2. ☐ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 3. ☐ Obtained 3 quotes for purchases under \$77,250.00 (as applicable)
 4. ☐ 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.***

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.**

Purchase Order # **25002279 - 01**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

**B
I
L
L
T
O**

JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

Revisions: 001

**V
E
N
D
O
R**

THE JULIA PAIGE FAMILY CENTER
LLC
5494 HIGH HILL ROAD
CAMBRIDGE, OH 43725

**S
H
I
P
T
O**

JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
740-439-1726				2460	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
01/13/2025	12083				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

COUNTY AUDITOR'S CERTIFICATE

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 County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 01/13/2025

4/15/2025

Carri L. Brown

Auditor Fairfield County, OH

Vendor Copy

Total Ext. Price	\$45,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$45,000.00

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 The Julia Paige Family Center hereinafter "Provider," whose address is:

The Julia Paige Family Center
5494 High Hill Rd
Cambridge, OH 43725

Collectively the "Parties".

Contract ID: 19467881

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

Ohio Department of Job and Family Services

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

Addenda Number 2:

Addenda Reason:

Other

Addenda Begin Date:

01/01/2025

Addenda End Date:

Increased Amount:

Article Name:

Addenda Reason Narrative:

Addendum to add the below per diems:

per diem maintenance / administration

Tier 1 \$364.00 (\$286.00 / \$78.00)

Tier 2 \$404.00 (\$326.00 / \$78.00)

Tier 3 \$444.00 (\$366.00 / \$78.00)

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: Other
Addenda Begin Date: 01/01/2025
Addenda End Date:
Increased Amount:
Article Name:
Addenda Reason Narrative:
Addendum to include the following:

per diem maintenance / administration
Tier 1 \$366.00 (\$289.00 / \$77.00)
Tier 2 \$419.00 (\$329.00 / \$77.00)
Tier 3 \$446.00 (\$369.00 / \$77.00)

House	address	Service Descript	Service ID
JPFC	5494 High Hill Rd 20785		3277663
Snyder	5509 High Hill Rd 20884		6711663
Cottage	5924 High Hill Rd 20969		7652463

SIGNATURE OF THE PARTIES

Provider: The Julia Paige Family Center

Print Name & Title	Signature	Date
Kathryn LePage Co-owner & Administrator	Kathryn LePage	4/7/25

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date



A Contract regarding Addendum: The Julia Paige Family Center between Job and Family Services and

Approved on 4/8/2025 1:12:02 PM by Sarah Fortner, Deputy Director

Sarah Fortner
Deputy Director

Approved on 4/9/2025 3:19:11 PM by Corey Clark, Director of Fairfield County Job & Family Services

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 Julia Paige Family Center and Child Protective Services Department.

(Fairfield County Job and Family Services)

Approved as to form on 4/10/2025 11:42:38 AM by Steven Darnell,

Resolution No. 2025-04.15.k

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between The Julia Paige Family Center and Child Protective Services Department.

(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.

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Cincinnati Children's Hospital.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with Children's Hospital Medical Ct, 3333 Burnet Ave MLC 4900, Cincinnati, OH 45229; 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 1st, 2025 through March 31st, 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 Cincinnati Children's Hospital.

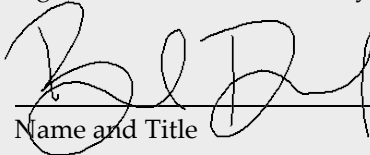
Prepared by: Brandi Downhour
cc: JFS / Budget Manager

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. ☐ Public 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):
1. ☐ Under \$77,250.00
 2. ☐ State Term #: _____ (copy of State Term Contract must be attached)
 3. ☐ ODOT Term #: _____ (See R.C. 5513.01)
 4. ☐ Professional Services (See the list of exempted occupations/services under R.C. 307.86)
 5. ☐ Emergency (Follow procedure under ORC 307.86(A))
 6. ☐ 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
1. ☐ 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
 2. ☐ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 3. ☐ Obtained 3 quotes for purchases under \$77,250.00 (as applicable)
 4. ☐ Purchase Order is included with Agreement

Signed this _____ day of _____, 20_____.



Budget Manager

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.***



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **Cincinnati Children's Hospital**
Date: **4/8/2025 4:08:33 PM**

This search produced the following list of **1** possible matches:

Name/Organization	Address
McInturff, Chad	525 Summit 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.

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.

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

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.

Purchase Order # **25003845 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

B
I
L
L
T
O

JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

Revisions: 000

V
E
N
D
O
R

CHILDRENS HOSPITAL MEDICAL CT
3333 BURNET AVE MLC 4900
CINCINNATI, OH 45229

S
H
I
P
T
O

JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
513-803-0653		513-636-3827		4166	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
04/07/2025	8566	04/07/2025			JOB & FAMILY SERVICES
NOTES					

RESIDENTIAL FACILITY

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	RESIDENTIAL FACILITY	1.0	EACH	\$100,000.00	\$100,000.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$100,000.00 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.

Date: 04/07/2025

4/15/2025

Carri L. Brown

Auditor Fairfield County, OH

Vendor Copy

Total Ext. Price	\$100,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00


Purchase Order Total **\$100,000.00**

118

In entering into a contract with Fairfield County (hereinafter "County"), a political subdivision of the State of Ohio, CHILDREN'S HOSPITAL MED CTR (hereinafter "Company") acknowledges that certain provisions, should and where they exist in the underlying contract, must be removed from the contract in order to comply with Ohio law. Pursuant to R.C. 307.901 and R.C. 5705.41(D)(1) (see, e.g., 2005 Ohio Atty.Gen. Ops. No. 2005-007), the County is prohibited by law from entering contracts that contain any of the following terms:

- 1) A provision that requires the County to indemnify or hold harmless another person;
- 2) A provision by which the County agrees to binding arbitration or any other binding extra-judicial dispute resolution process;
- 3) A provision that names a venue for any action or dispute against the County other than a court of proper jurisdiction in the County or that requires interpretation or governance under the laws of a state other than Ohio;
- 4) A provision that requires the County to agree to limit the liability for any direct loss to the county for bodily injury, death, or damage to property of the county caused by the negligence, intentional or willful misconduct, fraudulent act, recklessness, or other tortious conduct of a person or a person's employees or agents, or a provision that otherwise imposes an indemnification obligation on the County;
- 5) A provision that requires the County to be bound by a term or condition that is unknown to the county at the time of signing a contract, that is not specifically negotiated with the county, that may be unilaterally changed by the other party, or that is electronically accepted by a County employee;
- 6) A provision that provides for a person other than the prosecuting attorney, or an attorney employed pursuant to R.C. 305.14 or 309.09, to serve as legal counsel for the County;
- 7) A provision that is inconsistent with the County's obligations under R.C. 149.43;
- 8) A provision that limits the County's ability to recover the cost for a replacement contractor; or
- 9) A provision that subjects the County to the possibility of unknown future financial burdens. This includes attorney's fees, collection costs, liquidated damages, interest rates on delinquencies, or any other open-ended financial obligation term included in the agreement.

Considering Ohio law, the Company acknowledges the foregoing and hereby agrees to strike or remove any term that is prohibited under R.C. 307.901 and 5705.41(D)(1). The Company further agrees that if an offending term is not removed from the contract that the offending term is hereby unenforceable by operation of law.

 VP, Strategic Pricing & Reimbursement
Company Representative Signature and Title

Christopher M. Scowden, Children's Hospital Medical Center
Company Representative Name and Company (Cincinnati)

4/8/2025
Date



Subaward Reporting is live on SAM.gov [Show Details](#)
Mar 8, 2025



[See All Alerts](#)

Scheduled SAM Maintenance [Show Details](#)
Mar 18, 2025



[Home](#)

[Search](#)

[Data Bank](#)

[Data Services](#)

[Help](#)

Search

All Words ▼

e.g. 1606N020Q02



Filter By




Keyword Search

For more information on how to use our keyword search, visit our [help guide](#) 

Simple Search

Search Editor

☐ Any Words 

☐ All Words 

☒ Exact Phrase 

e.g. 1606N020Q02

"Cincinnati Childrens"



Federal Organizations

Enter Code or Name ▼



Status





Active



Inactive

Reset 

All Domains

Contracting

Federal Assistance

Entity Information

Federal Hierarchy

Wage De

No matches found

Your search did not return any results.

To view Entity Registrations, Subcontract Reports, Subaward Reports you must sign in.

Sign In

Would you like to include inactive records in your search results?

Yes

Go Back



Feedback

Our Website

[About This Site](#)

[Our Community](#) 

[Release Notes](#) 

[System Alerts](#)

Policies

[Terms of Use](#)

[Privacy Policy](#)

[Restricted Data Use](#)

[Freedom of Information Act](#) 

Our Partners

[Acquisition.gov](#) 

[USASpending.gov](#) 

[Grants.gov](#) 

[More Partners](#)

Customer Service

[Help](#)

[Check Entity Status](#)

[Federal Service Desk](#) 

[External Resources](#)



⚠ **WARNING**

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

This system contains Controlled Unclassified Information (CUI). All individuals viewing, reproducing or disposing of this information are required to protect it in accordance with 32 CFR Part 2002 and GSA Order CIO 2103.2 CUI Policy.

SAM.gov

An official website of the U.S. General Services Administration

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

OhioMHAS-Cincinnati Children's College Hill Campus, hereinafter "Provider", whose address is:

OhioMHAS-Cincinnati Children's College Hill Campus
5642 Hamilton Ave
Cincinnati, OH 45224

Collectively the "Parties".

Table of Contents

ARTICLE I.	SCOPE OF PLACEMENT SERVICES
Section 1.01	FOR AGREEMENTS COMPETITIVELY PROCURED
Section 1.02	FOR AGREEMENTS NOT COMPETITIVELY PROCURED
Section 1.03	EXHIBITS
ARTICLE II.	TERM OF AGREEMENT
ARTICLE III.	ORDER OF PRECEDENCE
ARTICLE IV.	DEFINITIONS GOVERNING THIS AGREEMENT
ARTICLE V.	PROVIDER RESPONSIBILITIES
ARTICLE VI.	AGENCY RESPONSIBILITIES
ARTICLE VII.	INVOICING FOR PLACEMENT SERVICES
ARTICLE VIII.	REIMBURSEMENT FOR PLACEMENT SERVICES
ARTICLE IX.	TERMINATION; BREACH AND DEFAULT
ARTICLE X.	RECORDS RETENTION,CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS
ARTICLE XI.	PROVIDER ASSURANCES AND CERTIFICATIONS
ARTICLE XII.	INDEPENDENT CONTRACTOR
ARTICLE XIII.	AUDITS AND OTHER FINANCIAL MATTERS
ARTICLE XIV.	GRIEVANCE/DISPUTE RESOLUTION PROCESS
ARTICLE XV.	ATTACHMENTS/ADDENDA
ARTICLE XVI.	NOTICE
ARTICLE XVII.	CONSTRUCTION
ARTICLE XVIII.	NO ASSURANCES
ARTICLE XIX.	CONFLICT OF INTEREST
ARTICLE XX.	INSURANCE
ARTICLE XXI.	INDEMNIFICATION AND HOLD HARMLESS
ARTICLE XXII.	SCREENING AND SELECTION
ARTICLE XXIII.	PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT
ARTICLE XXIV.	FINDINGS FOR RECOVERY
ARTICLE XXV.	PUBLIC RECORDS
ARTICLE XXVI.	CHILD SUPPORT ENFORCEMENT
ARTICLE XXVII.	DECLARATION OF PROPERTY TAX DELINQUENCY
ARTICLE XXVIII.	SUBCONTRACTING AND DELEGATION
ARTICLE XXIX.	PROPERTY OF AGENCY
ARTICLE XXX.	SEVERABILITY
ARTICLE XXXI.	NO ADDITIONAL WAIVER IMPLIED
ARTICLE XXXII.	COUNTERPARTS
ARTICLE XXXIII.	APPLICABLE LAW AND VENUE
ATTACHMENTS TO THIS AGREEMENT	

RECITALS

WHEREAS, the Agency is responsible under Ohio Revised Code (ORC) Title 51, Chapter [5153](#) for the provision of protective services for dependent, neglected, and abused children; and,

WHEREAS, the Agency is authorized under ORC Title 51, Chapter [5153.16](#) 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.

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 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.
- D. Provider agrees that all caregivers must be approved by the Agency.

- E. 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.
- F. 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.
- G. 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.
- H. 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;
 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.
- I. 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.
- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. 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.

- L. 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.
- M. 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](#)).
- N. 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 [OAC 5101:2-42-67](#) 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.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with [OAC 5101:2-42-19](#) for all children age fourteen (14) and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in [OAC 5101:2-1-01](#), 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 [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- Q. 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.
- R. 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 [OAC 5101:2-5-33](#), [OAC 5101:2-9-02](#) or [OAC 5101:2-9-03](#) has been completed.
- S. 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.
- T. 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.
- U. 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.
- V. 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.).
- W. 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.

- X. To arrange for required health care/medical examinations within time frames required by [OAC 5101:2-42-66.1](#) 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.
- Y. 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.
- Z. 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. 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 [OAC 5101:2-42-65](#) 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 [OAC 5101:2-42-90](#). Prior to a child's placement in alternative care or respite, [OAC 5101:2-42-90 \(D\)](#) 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. 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 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 [ORC 2151.86](#), [ORC 5103.0328](#), [ORC 5103.0319](#) 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 [OAC 5101:9-2-01](#) and [OAC 5101:9-2-05\(A\)\(4\)](#), 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, [OAC 5101:9-4-07](#) and [OAC 5101:2-47-23.1](#).

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 [ORC 5103.0323](#).
- 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 [OAC 5101:2-47-26.2](#) 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 [OAC 5101:2-47-26.2](#). 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 [ORC 5101.11](#), [ORC 5101.14](#), and [OAC 5101:2-47-01](#).
- 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. [OAC 5101:2-47-11](#): "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. [OAC 5101:2-47-26.1](#): "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 OhioMHAS-Cincinnati Children's College Hill Campus
5642 Hamilton Ave
Cincinnati, OH 45224

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 [ORC 102.03](#), [ORC 102.04](#), [ORC 2921.42](#), [ORC 2921.43](#).

- 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 [ORC 5153.111\(B\)\(1\)](#), [ORC 2919.24](#), and [ORC 2151.86](#), and [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48](#).
 4. Provider agrees to be financially responsible for any of the following requirements in [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48](#) 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 [ORC 4511.81](#).
 - 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 [4511.19](#) (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 [OAC 5101:2-07-02\(I\)](#) 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 [OAC 5101:2-7-02](#) 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 [OAC 5101:2-5-09](#) 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 [OAC 5101:2-7-09](#), [OAC 5101:2-9-21](#), and [OAC 5101:2-9-22](#)

Article XXIV. FINDINGS FOR RECOVERY

[ORC 9.24](#) 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 [ORC Chapters 3119, 3121, 3123, and 3125](#).

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 [ORC 5719.042](#). 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 custody unless the 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-of-network 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: OhioMHAS-Cincinnati Children's College Hill Campus

Print Name & Title	Signature	Date
Christopher M. Scowden VP, Strategic Pricing & Reimbursement		04/03/2025

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: OhioMHAS-Cincinnati Children's College Hill Campus / 3878716

Run Date: 04/01/2025

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	Transportation / 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
Children's College Hill Campus (20557)	373666			\$505.89	\$16.00							\$521.89	04/01/2025	03/31/2026



**A Contract regarding Cincinnati Childrens between Job and Family Services
and**

Approved on 4/3/2025 3:01:15 PM by Sarah Fortner, Deputy Director

Sarah Fortner
Deputy Director

Approved on 4/3/2025 3:34:21 PM by Corey Clark, Director of Fairfield County Job
& Family Services

Corey Clark, Director
Fairfield County Job & Family Services

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 Cincinnati
Children's Hospital.

(Fairfield County Job and Family Services)

Approved as to form on 4/8/2025 5:14:43 PM by Steven Darnell,

Resolution No. 2025-04.15.I

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Cincinnati Children's Hospital.

(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.

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 - \$32.00

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: \$32.00

Prepared by: Morgan Fox, Fiscal Officer

cc: Jamie Ehorn, Fairfield County Health Department

Resolution No. 2025-04.15.m

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

(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.

A Resolution to Approve a Reimbursement for Share of Costs for Postage as a Memo Expenditure for Fund# 2018

WHEREAS, the Board of Commissioners pay postage costs for Fairfield County Job and Family Services; and

WHEREAS, Fairfield County Job and Family Services is responsible for reimbursing the General Fund for their share of costs; and

WHEREAS, Fairfield County Job and Family Services needs to reimburse the General Fund by using 00100110 438017, Postage Reimbursement.

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:

00100110 438017, Postage Reimbursement: \$10,831.40

This amount represents monies owed to the General Fund for Fairfield County Job and Family Service's share of postage costs originally paid by the Board of Commissioners as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing the General Fund for Fairfield County Job and Family Service's share of costs.

Memo expenditure as referenced in supporting documentation:

Vendor # 2280 Fairfield County Commissioners

12201807 561010 Postage: \$10,831.40

Prepared by: Morgan Fox, Fiscal Officer



Fairfield County Commissioners
210 E. Main Street, Room 301
Lancaster, Ohio 43130

Fairfield County JFS
239 W Main St
Lancaster, OH 43130

SERVE • CONNECT • PROTECT

Account Summary Report

Date Range: Jan 1, 2025 to Jan 31, 2025


Meter Group: All Meters

Meter 1W00 - 1402449 Old Meter at LANCASTER, OH

Meter 7W00 - 8036325 at LANCASTER, OH

1 meter(s) did not upload before ending date

Meter Details

Location	Meter Name	Model	Serial Number	PbP Account Number	Status	Last transaction	Status Flag
LANCASTER, OH	1W00 - 1402449 Old Meter	1W00	1402449	35425578	Active	Sep 18, 2024	
LANCASTER, OH	7W00 - 8036325	7W00	8036325	35425578	Active	Feb 5, 2025	

Account Summary

Account	Pieces	Total Charged
BOE	920	\$599.430
CLERK OF COURTS	4,334	\$10,263.700
Engineers	12	\$54.430
FACF	1	\$8.350
JFS	4,268	\$3,543.310
MISC	13,174	\$9,617.140
UTILITIES	148	\$103.240
Total Amount	22,857	\$24,189.600

Account Summary Report

Date Range: Feb 1, 2025 to Feb 28, 2025


Meter Group: All Meters

Meter 1W00 - 1402449 Old Meter at LANCASTER, OH

Meter 7W00 - 8036325 at LANCASTER, OH

1 meter(s) did not upload before ending date

Meter Details

Location	Meter Name	Model	Serial Number	PbP Account Number	Status	Last transaction	Status Flag
LANCASTER, OH	1W00 - 1402449 Old Meter	1W00	1402449	35425578	Active	Sep 18, 2024	
LANCASTER, OH	7W00 - 8036325	7W00	8036325	35425578	Active	Mar 3, 2025	

Account Summary

Account	Pieces	Total Charged
BOE	1,643	\$1,131.370
CLERK OF COURTS	4,922	\$10,912.800
Engineers	20	\$41.210
JFS	4,161	\$3,368.680
MISC	7,587	\$5,359.060
UTILITIES	49	\$35.730
Total Amount	18,382	\$20,848.850

Account Summary Report

Date Range: Mar 1, 2025 to Mar 31, 2025


Meter Group: All Meters

Meter 1W00 - 1402449 Old Meter at LANCASTER, OH

Meter 7W00 - 8036325 at LANCASTER, OH

1 meter(s) did not upload before ending date

Meter Details

Location	Meter Name	Model	Serial Number	PbP Account Number	Status	Last transaction	Status Flag
LANCASTER, OH	1W00 - 1402449 Old Meter	1W00	1402449	35425578	Active	Sep 18, 2024	
LANCASTER, OH	7W00 - 8036325	7W00	8036325	35425578	Active	Apr 10, 2025	

Account Summary

Account	Pieces	Total Charged
BOE	910	\$697.800
CLERK OF COURTS	4,863	\$10,648.920
Engineers	4	\$12.550
FACF	1	\$0.690
JFS	4,405	\$3,919.410
MISC	6,748	\$6,148.930
Transit	2	\$1.380
UTILITIES	39	\$28.810
Total Amount	16,972	\$21,458.490

Signature Page

Resolution No. 2025-04.15.n

A Resolution to Approve a Reimbursement for Share of Costs for Postage as a Memo Expenditure for Fund# 2018

(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.

A Resolution to Approve a Change Order #3 for the CDBG PY2022 Village of Pleasantville – Otte Park Concessions + Restroom Pavillion Project.

WHEREAS, the original contract for this project with Flecto LLC was approved by the Commissioners on December 3rd, 2024; and

WHEREAS, the original contract was in the amount of \$230,922.00; and

WHEREAS, change order #1 was necessary for a material change from drywall to a metal liner for the concession stand as well as the construction of 2 additional dug-outs at the adjacent ballfield and;

WHEREAS, change order #2 is necessary for the furnishing, delivery, and installation of a commercial rater refrigerator, freezer, ice maker, and stainless steel sink with faucet, along with some other additional items;

WHEREAS, change order #1 was necessary for increasing the Contract Completion date by 14 days to February 12, 2024; and

WHEREAS, change order #2 did not increase the contract time; and

WHEREAS, change order #1 increased the contract price by \$21,537.00, making the contract price \$252,459.00; and

WHEREAS, change order #2 included the purchase of equipment for the concession stand and a change in bathroom partitions which increased the contract price by \$10,028.90, making the contract price \$262,487.90; and

WHEREAS, change order #3 is necessary to extend the contract time due to weather delays and allow tasks to be completed in appropriate weather conditions and;

WHEREAS, change order #3 also includes the deduction of line Item #3 - Electric Service Fees (Allowance) totaling in \$2,000 and;

WHEREAS, change order #3 will increase the contract time by 65 days, making the new completion date April 18, 2025 and;

WHEREAS, change order #3 will decrease the contract price by \$2,000.00, making the new contract price \$260,487.90

A Resolution to Approve a Change Order #3 for the CDBG PY2022 Village of Pleasantville – Otte Park Concessions + Restroom Pavillion Project.

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 #3 for the CDBG PY2022 Village of Pleasantville – Otte Park Concessions + Restroom Pavillion Project.

Section 2. This Board hereby authorizes it's President to sign change order #3 for the Otte Park Concessions + Restroom Pavillion Project.

Prepared by: Joshua Hillberry
cc: Regional Planning Commission

CHANGE ORDER

Order No. 3

Date: 4/03/2025

Agreement Date: 12/06/2024

NAME OF PROJECT: Fairfield County – CDBG – Village of Pleasantville
Pool Improvements – Otte Park Concessions + Restroom Pavilion

OWNER: Fairfield County

CONTRACTOR: Flecto LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

The change order is to extend the contract time due to weather delays and allow tasks to be completed in appropriate weather conditions. The change order also includes the deduct of line item #3 - Electric Service Fees (Allowance) totaling in \$2,000. There were no charges from the electrical service provider.

Change to CONTRACT PRICE: \$ 31,565.90 Total contract change to date

Original CONTRACT PRICE: \$ 230,922.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER: \$ 262,487.90

The CONTRACT PRICE due to this CHANGE ORDER will be decreased by: \$ 2,000.00

The new CONTRACT PRICE including this CHANGE ORDER will be \$ 260,487.90

Change to CONTRACT TIME: 14 days per CO#1 previously

The CONTRACT TIME will be (increased) ~~(decreased)~~ by 65 calendar days.

The date for completion of all WORK will be 04/18/2025 (Date)

Recommended By:

Engineer/Architect: Trevor McLean

Signature: 

Title: Engineer III - Verdantas LLC

Accepted By:

Owner: Village of Pleasantville

Signature: 

Title: Mayor

Contractor: Flecto LLC

Signature: 

Title: Vice President

County: _____

Signature: _____

Title: _____

Township: N/A

Signature: _____

Title: _____

Signature Page

Resolution No. 2025-04.15.o

A Resolution to Approve a Change Order #3 for the CDBG PY2022 Village of Pleasantville – Otte Park Concessions + Restroom Pavillion 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.

A resolution approving an account-to-account transfer into a major expenditure object category.

WHEREAS, appropriations are needed to cover expenses for 2025; and

WHEREAS, an account-to-account transfer will allow proper classification of major expenditure object categories.

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

Section 1. That the transfer of appropriations into a major expenditure object category in the amount of \$10,000.00 is hereby authorized as follows:

From: 23100101 Fringe Benefits
To: 23100101 Capital Outlay

Prepared by: Mendi Rarey
cc: Sheriff

**Account-to-Account Transfer
For Auditor's Office Use Only:**

Total Transfer of Appropriations \$10,000.00

From: 23100101 521000; Health Insurance \$10,000.00

To: 23100101 574000; Equipment, Software Fixtures \$10,000.00

Resolution No. 2025-04.15.p

A resolution approving an account-to-account transfer into a major expenditure object category.

(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.

A resolution to appropriate from unappropriated in a major expenditure object category Treasurer's office; Fund 2804 DTAC

WHEREAS, additional appropriations are needed in the major expenditure object category for fund 2804 Treasurer DTAC; and

WHEREAS, appropriating from unappropriated will allow proper accounting in the major expenditure object category.

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

Section 1. The Fairfield County Board of Commissioners appropriate from unappropriated into the following major expenditure object category:

\$300,000.00; 24280405, Contractual Services

Prepared by: Jennifer Effinger
cc: Treasurer's Office

Appropriate from Unappropriated For Auditor's Office Use Only:

\$300,000.00

24280405; 531110; Land Bank Contract Serv

Financial notes to the auditor.

Certification of Resources [FAIRFIELD COUNTY]

Fund 2804 - DTAC TREASURER Year
 2804-8199 FCLRC-DTAC

Estimated

Unencumbered Beginning Bal	<input type="text" value=".00"/>
Original Revenue Estimate	<input type="text" value="400,000.00"/>
Original Certification	<input type="text" value="400,000.00"/>
Original Appropriations	<input type="text" value="400,000.00"/>
Original Available	
Unappropriated Cert.	<input type="text" value=".00"/>

Revised

Actual Unencumb. Beginning Bal.	<input type="text" value="1,327,637.48"/>
Revenues	<input type="text" value="400,000.00"/>
Current Certification	<input type="text" value="1,727,637.48"/>
Current Appropriations	<input type="text" value="400,000.00"/>
Current Available	
Unappropriated Cert.	<input type="text" value="1,327,637.48"/>

Signature Page

Resolution No. 2025-04.15.q

A resolution to appropriate from unappropriated in a major expenditure object category Treasurer's office; Fund 2804 DTAC

(Fairfield County Treasurer)

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.

A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval.

WHEREAS, departments that need the Board of Commissioners' approval for payment of their 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 April 17, 2025.

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

Section 1. That the Fairfield County Board of County Commissioners approves the attached cash disbursement journal.

Prepared by: Auditor/Finance
cc: Finance Office

FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT

Department									
Check #	Check Date	Vend #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1246 - PUBLIC TRANSIT									
FUND: 2908 - PUBLIC TRANSIT									
5425089	4/17/2025	6640	FF CTR FOR DISABILITIES & CEREBRAL PALSY	CFI3-2025	3/1/2025	702	C0415	Purchased Transportation MARCH 2025	79,918.00
TOTAL: PUBLIC TRANSIT									79,918.00

FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT

Department									
Check #	Check Date	Vend #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
2400 - TREASURER									
FUND: 2804 - 2804 - DTAC TREASURER									
5425090	4/17/2025	11066	FF CO LAND REUTILIZATION CORP	LB 2025-03	4/3/2025	25001885	C0415	FOR PURPOSES AS SET IN ARTICLES OF INCOPR	150,000.00
TOTAL: TREASURER									150,000.00
Summary Total for this report:									229,918.00

FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT - SUMMARY

Department	Total Amount
1246 - PUBLIC TRANSIT	\$79,918.00
2400 - TREASURER	\$150,000.00
Summary Total For This Report:	\$229,918.00

Commissioner Steven A. Davis

Commissioner Jeffery M Fix

Commissioner David L Levacy

Date

Resolution No. 2025-04.15.r

A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval.

(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.