### **Review Meeting**

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room, 210 E. Main St., Lancaster OH. Commissioner Fix called the meeting to order, and the following Commissioners were present: Steve Davis and David Levacy. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Communications & Information Coordinator, Bennett Niceswanger; Auditor, Dr. Carri Brown; Recorder, Lisa McKenzie; Treasurer, Jim Bahnsen; JFS Director, Corey Clark; Budget Director, Bart Hampson; Facilities & EMA Director, Jon Kochis; Utilities Director, Tony Vogel; Assistant Prosecuting Attorney, Austin Lines; FCFC Manager, Tiffany Wilson; Planner, Josh Hillberry; IT Director, Dan Neeley; Economic & Workforce Development Director, Rick Szabrak; Urban Technician, Chad Lucht; and Sheriff's Deputy, Kevin Romine. Also in attendance: Stephanie Taylor, Jerry Starner, Chris Snider,

Virtual Attendees: Joshua Horacek, Beth Cottrell, Shannon, Belinda Nebbergall, Shelby Hunt, Ashley Arter, Jeffrey Barron, Lori Hawk, Nicolette Wears, Deborah, Jennifer Morgan, Jane Harf, Lynette Barnhart, Jessica Murphy, Britney Lee, Leighann Adams, Jared Collins, Jason Grub, Abby King, Brian Wolfe, Lisa,

### <u>Welcome</u>

Commissioner Davis opened the meeting by welcoming everyone in attendance.

### Public Comments

Mr. Szabrak introduced Audrey Ansel; a new Workforce Center intern placed in Fairfield County with the assistance of the Mid-Ohio Regional Planning Corporation (MORPC).

Stephanie Taylor spoke about the upcoming dedication of the new Habitat for Humanity of Southeast Ohio home on Graf Street.

Ms. Cordle congratulated Ms. Taylor on her appointment as President to the Rotary Club of Lancaster.

### Legal Update

None.

### County Administration Update

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

### Week in Review

Updates on Upcoming BOC Meetings

There is no BOC meeting scheduled for the following Tuesdays:

- May 27, 2025 No Meeting
- June 3, 2025 No Meeting
- July 1, 2025 No Meeting

### **Highlights of Resolutions**

Administrative Approvals

The review packet contains a list of administrative approvals.

### Resolution Review

There are 34 resolutions on the agenda for the Regular voting meeting.

Resolutions of note:

- There is a resolution on the agenda for the Commissioners' reappointment of Mr. Greg Butcher, Ms. Sonja Simpson, and Mr. Curtis Shonk to the Transportation Improvement District Board. There are two year appointments ending May 31, 2027.
- We have a resolution to approve a plan agreement with the CCAO for inclusion in the Worker's Compensation Group Retrospective Rating Plan Program. The county is currently participating in the plan, and this agreement is for 2026.
- The dog shelter has a resolution to donate 4 PhaZZers to Pickaway County. The Fairfield County Dog Shelter no longer has use for the PhaZZers and wishes to donate them.

Mr. Porter spoke about being a good neighbor by assisting other counties when we are able.

• There is a resolution to approve a Revolving Loan Fund to Cakes Creatively by Crystal, DBA Porters Coffee House, for \$50,000. The funds will be used for building and parking lot renovations.

Mr. Szabrak added that Economic Development and Porters Coffee House have been working together.

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- There is a resolution from Workforce Development to approve a Memorandum of Understanding with Hocking College. This is a part of the Super Rapids funds awarded to Fairfield County.
- The Engineer's Office has a resolution on the agenda to approve an equipment lease agreement with the City of Lancaster. This is a mutually beneficial agreement for the county and city.
- JFS/Child Protective Services has a resolution to approve the appointment of a representative to the Safe Opportunities Foster Alliance (SOFA). This resolution appoints Sarah Fortner and authorizes Fairfield County Protective Services to pay SOFA the required membership dues under Section 2.2 of SOFA's Code of Regulations.
- JFS also has 6 resolutions regarding network placements and amendments to previous placement agreements.

Mr. Clark spoke about the possibility of a network placement facility in Fairfield County.

- Regional Planning has two resolutions for CDBG Participation Agreements. One for the Village of Amanda, and the other for the Village of Rushville.
- And Soil & Water has a resolution on the agenda to enter into the 2024 Cooperative Agreement for funding to acquire agricultural easements through the Clean Ohio Local Agricultural Easement Purchase Program.

Mr. Lucht thanked the Commissioners for supporting the resolution as it helps farmers preserve their farmland.

### **Budget Review**

None.

### **Calendar Review/Invitations Received**

- The review of the calendar, invitations received, and correspondence received was provided by Mr. Niceswanger.
- MCU Governing Board Meeting, May 21, 2025, 2:00 p.m., Fairfield County EOC, 240 Baldwin Dr., Lancaster
- American Legion Post 283 Dedication of Corporal David A. Johnston Memorial Highway, May 22, 2025, 1:00 p.m., 7725 Refugee Rd., Pickerington
- Habitat for Humanity of Southeast Ohio Home Dedication, May 22, 2025, 3:30 p.m., 1516 Graf St., Lancaster

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### Correspondence

• Letter to Commissioner Levacy from Lt. Governor, Jim Tressel, Regarding Governor's Executive Workforce Board

### Updates from Elected Officials and Department Heads

Treasurer Bahnsen spoke about a spring conference for County Treasurers. He is currently the president for the southeast group which includes Franklin County. The Treasurer spoke about the pros and cons of eliminating property taxes and added that the second half taxes are due July 17th.

Recorder McKenzie stated her office is receiving calls regarding a state tax lien scam. The County Recorder does not hold state tax liens and calls can be placed to the Clerk's Office to clarify any monies owed.

Commissioner Davis asked if there are ways the Recorder's Office can alert county residents.

Recorder McKenzie replied that she had previously provided press releases.

Auditor Brown stated there are individuals trying to set up fake vendors and submit fake invoices. She added that the scams are becoming more sophisticated and spoke about the press release for the sexennial update, the 2024 audit, and her office's introduction of DocLink.

Commissioner Davis asked if there were any updates on the budget commission legislation. Auditor Brown replied that there were no updates.

Mr. Vogel stated the Shelly and Sands Company is being awarded the 33 and Pickerington interchange project. County property may be used to house their trailers while working on the project. This is the same company that did the Carroll interchange.

Mr. Szabrak said there has been media coverage on the data center. Negotiations are still underway and there has been a lot of negative social media coverage. He added that data centers are needed, or the nation will fall behind other nations. It will be a transformational project if it proceeds.

Commissioner Davis spoke about the media coverage after the annexation resolution that was on the last agenda.

Mr. Kochis spoke about sonic booms that were mistaken for an earthquake

Mr. Clark stated the family fun fest went well and had great weather and attendance.

Mr. Porter stated health insurance rates have improved and added that utilization has dropped but pharmacy costs are growing. The beginning of the renewal process starts in three days with

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United Healthcare (UHC) and the county is evaluating whether UHC can continue to meet needs in the future.

### **Old Business**

Commissioner Levacy stated he attended the DD graduation and added that the work they do at DD is incredible. He also spoke about the Workforce Center's graduation which had 350 in attendance. He thanked Mr. Szabrak and his staff.

Mr. Szabrak stated his appreciation for the support of those in the meeting.

Commissioner Levacy spoke about the progress of the construction at the Workforce Center.

Mr. Szabrak stated that due to student interest, they are looking to add a health care program.

Commissioner Levacy spoke about the Pickerington Chamber event and added that Ms. Cordle was the recipient of the ATHENA award.

Commissioner Davis stated he attended the event and was overwhelmed with pride for Ms. Cordle and the county.

### New Business

Commissioner Levacy stated he will be attending the Habitat for Humanity celebration and added he is always eager to support the family who is purchasing the home. He also stated he will be attending the dedication of the Corporal David A. Johnson Memorial Highway.

Ms. Taylor stated the mother has been a great partner with Habitat for Humanity and is very deserving of the new home. She added that it is always moving to see the appreciative families.

Commissioner Davis stated he will be attending the Major Crimes Unit (MCU) operating board meeting. The MCU board recommended the promotion of Interim Commander Duff and will likely act on the recommendation.

### Regular (Voting) Meeting

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room, 210 E. Main St., Lancaster OH. Commissioner Fix called the meeting to order, and the following Commissioners were present: Steve Davis and David Levacy. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Communications & Information Coordinator, Bennett Niceswanger; Auditor, Dr. Carri Brown; Recorder, Lisa McKenzie; Treasurer, Jim Bahnsen; JFS Director, Corey Clark; Budget Director, Bart Hampson; Facilities & EMA Director, Jon Kochis; Utilities Director, Tony Vogel; Assistant Prosecuting Attorney, Austin Lines; FCFC Manager, Tiffany Wilson; Planner, Josh Hillberry; IT Director, Dan Neeley; Economic & Workforce Development Director, Rick Szabrak; Urban Technician, Chad Lucht; and Sheriff's Deputy, Kevin Romine. Also in attendance: Stephanie Taylor, Jerry Starner, Chris Snider.

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Virtual Attendees: Joshua Horacek, Beth Cottrell, Shannon, Belinda Nebbergall, Shelby Hunt, Ashley Arter, Jeffrey Barron, Lori Hawk, Nicolette Wears, Deborah, Jennifer Morgan, Jane Harf, Lynette Barnhart, Jessica Murphy, Britney Lee, Leighann Adams, Jared Collins, Jason Grub, Abby King, Brian Wolfe, Lisa,

### Announcements

None

### Approval of Minutes for May 13, 2025

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the Minutes for Tuesday, May 13, 2025, meeting.

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

### 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:

2025-05.20.a	A resolution to appropriate from unappropriated in major expenditure object category contractual services.
2025-05.20.b	A resolution to reappoint the Fairfield County Economic Development Director, the Fairfield County Engineer, Mr. Greg Butcher, Ms. Sonja Simpson, and Mr. Curtis Shonk to the Fairfield County Transportation Improvement District (TID) Board
2025-05.20.c	A Resolution to Approve a Plan Agreement with the County

Roll call vote of the motion resulted as follows:

Voting ave thereon: David Levacy and Steve Davis

### Approval of a Resolution from the Fairfield County Board of Elections

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

2025-05.20.d A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Board of Elections; Fund # 2884 SOS 2025 Primary Election Funding

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

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### Approval of Resolutions from the Fairfield County Court of Common Pleas

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 Court of Common Pleas:

- 2025-05.20.e A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Common Pleas Court; Fund # 2689, Adult Based Corrections
- 2025-05.20.f A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category –Fund #2852, Targeted Community Alternative to Prison

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

### Approval of a Resolution from the Fairfield County Dog Shelter

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 Dog Shelter:

2025-05.20.g A resolution authorizing the donation of four PhaZZer's to Pickaway County Dog Warden

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

### Approval of Resolutions from Fairfield County Economic & Workforce Development

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

2025-05.20.h	A resolution authorizing the execution of an agreement for professional services between Ninigret Partners, LLC, and Fairfield County related to information and insights regarding the housing market and potential future housing needs throughout the county
2025-05.20.i	A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Economic and Workforce Development; Fund # 1001
2025-05.20.j	A resolution to approve loan documents to fund Cakes Creatively by Crystal DBA Porters Coffee House as a Fairfield County Revolving Loan project

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2025-05.20.k A resolution to approve a Memorandum of Understanding (MOU) for the commitment of funds to Hocking College from the Super Rapids funds previously awarded to Fairfield County through an MOU between Fairfield County and the Ohio Department of Higher Education (ODHE)

Commissioner Levacy asked if the housing study included the rental costs.

Mr. Szabrak stated it provides a glimpse of housing stock, where we have the capacity to add, and what can be added.

Commissioner Levacy spoke about rent assistance through Community Action.

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

# Approval of a Resolution from the Fairfield County Emergency Management Agency

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 Emergency Management Agency:

2025-05.20.1 A resolution to appropriate from unappropriated in a major expenditure object category EMA Fund 2707/8348 EMPG Grant Fy24

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

### 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:

A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for repairs and maintenance
A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle to engineering consulting services
A Resolution to Approve Advertising for the 2025 Resurfacing Project
A resolution to approve an Equipment Lease Agreement with the City of Lancaster, Ohio
A resolution to approve the plat for the Fairfield Park and a Re- subdivision of Lots 11 & 12 of Hubbard Industrial Park.

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

### Approval of a Resolution 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 resolution from the Fairfield County Family and Children First Council:

2025-05.20.r A resolution to amend the certificate, update receipt line item & request for appropriations for Fairfield County Family Children First Council; # 7521, Sub-Fund #8194

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

### 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:

2025-05.20.s	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
2025-05.20.t	A resolution to appoint an authorized representative from Fairfield County Protective Services to serve as a member of the Safe Opportunities Foster Alliance
2025-05.20.u	A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Buckeye Ranch, Inc. and Child Protective Services Department
2025-05.20.v	Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between The Ohio Teaching Family Association and Child Protective Services
2025-05.20.w	A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Lutheran Homes Society, Inc. dba Genacross Family & Youth Services
2025-05.20.x	A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Journey Home Foster Care and Child Protective Services Department

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- 2025-05.20.y A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Family Wellness Solutions, Inc.
- 2025-05.20.z A resolution authorizing the approval of a Shared Family Foster Home Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Perry County Children Services

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

# Approval of a Resolution from the Fairfield County Juvenile and Probate Court

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 Juvenile and Probate Court:

2025-05.20.aa A Resolution to Approve the FY26 Juvenile Court Grant Funding Application with the Ohio Department of Youth Services

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

# Approval of Resolutions 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 resolutions from the Fairfield County Regional Planning Commission:

- 2025-05.20.bb A resolution to approve the Replat of Sycamore Plaza II
- 2025-05.20.cc A resolution authorizing the approval of a CDBG Participation agreement by Fairfield County Board of Commissioners and the Village of Amanda
- 2025-05.20.dd A resolution authorizing the approval of a CDBG Participation agreement by Fairfield County Board of Commissioners and the Village of Rushville

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

### 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:

2025-05.20.ee A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category –1001, General Fund

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

### Approval of Resolutions from the South Central Major Crimes Unit

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

2025-05.20.ff	A resolution to appropriate from unappropriated in a major expenditure object category for Major Crimes; 7830 (8312), Drug Law Enforcement Grant FY22. [Sheriff - Major Crimes Unit]
2025-05.20.gg	A resolution to authorize the Fairfield County Commissioners to sign the South Central Ohio Major Crimes Unit Subgrant Award Agreement for the Ohio Drug Law Enforcement Fund Grant 2024

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

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

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

2025-05.20.hh Approval to enter into the 2024 Cooperative Agreement for funding to acquire Agricultural Easements through the Clean Ohio Local Agricultural Easement Purchase Program for Fairfield County, Ohio

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

### 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:

2025-05.20.ii 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 and Steve Davis

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### **Adjournment**

With no further business, on the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to adjourn at 10:01 a.m.

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

The next Regular Meeting is scheduled for 9:00 a.m. on Tuesday, June 10, 2025, Commissioners' Hearing Room, 210 E. Main St., Lancaster, OH.

Motion by: David Levacy	Seconded by:	Steve Davis
that the May 20, 2025, minutes were appr	oved by the following vote:	
YEAS: David Levacy, Steve Davis, and J ABSTENTIONS:	eff Fix	NAYS: None
*Approved on June 10, 2025		John Luch
Jeff Fix Commissioner Hennett Niceswanger, Assistant Glerk	Steve Davis Commissioner	Commissioner

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# REVIEW AGENDA

### BOARD OF COMMISSIONERS

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

County Administrator Aundrea N. Cordle

Deputy County Administrator Jeffrey D. Porter

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.

Tuesday, May 20, 2025

9:00 a.m.

Clerk Rochelle Menningen

### 2. Welcome

### 3. 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.

### 4. Legal Update

### 5. County Administration Update

- a. Week in Review
- b. Highlights of Resolutions
- c. Budget Review
- d. Calendar Review/ Invitations Received
  - i. MCU Governing Board Meeting, May 21, 2025, 2:00 p.m., Fairfield County EOC, 240 Baldwin Dr., Lancaster
  - ii. American Legion Post 283 Dedication of Corporal David A. Johnston Memorial Highway, May 22, 2025, 1:00 p.m., 7725 Refugee Rd., Pickerington
  - iii. Habitat for Humanity of Southeast Ohio Home Dedication, May 22, 2025, 3:30 p.m., 1516 Graf St., Lancaster
- e. Correspondence
  - i. Letter to Commissioner Levacy from Lt. Governor, Jim Tressel, Regarding Governor's Executive Workforce Board

### 6. Updates from Elected Officials and Department Heads

- 7. Old Business
- 8. New Business
- 9. Regular (Voting) Meeting

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

10. Adjourn

### 11. Fairfield County Veterans Hall of Fame Meeting, Commissioner Levacy's Office, 11:30 a.m.

### SERVE • CONNECT • PROTECT

Project/Category		As of 5/15/25 Appropriations	As of 5/15/25 Expenditure	As of 5/15/25 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

Project/Category		As of 5/15/25 Appropriations	As of 5/15/25 Expenditure	As of 5/15/25 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				
R310a	Housing Support, Affordable Housing Strategic Plan	6,426,158.72	4,226,722.73	2,199,435.99
Subtotal Services Disproportionately Impacted Communities		39,554.00	<u>39,554.00</u> 39,554.00	0.00
Premium Pay				0.00
R41a	Premium Pay, Premium Pay for Emergency Management Agency Workers	27,907.72	27,907.72	0.00
Subtotal Premium Pay		27,907.72	27,907.72	0.00

Project/Category		As of 5/15/25 Appropriations	As of 5/15/25 Expenditure	As of 5/15/25 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	780,162.36	53,837.64
R516a	Broadband, "Last Mile" Projects	0.00	0.00	0.00
Subtotal Infrastructure		7,171,600.69	6,913,103.73	258,496.96
Revenue Loss				
R61a	SaaS and Technological Equipment	369,959.32	369,959.32	0.00
R61b	Recorder Document Scanning	337,984.72	337,984.72	0.00
R61c	Clerk of Courts Case Management	375,000.00	375,000.00	0.00
R61d	MARCS Tower Project	566,210.00	566,210.00	0.00

Project/Category		As of 5/15/25 Appropriations	As of 5/15/25 Expenditure	As of 5/15/25 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	3,225,277.92	119,250.10
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
R61I	Auditor Historical Records Scanning	0.00	0.00	0.00
R61m	Engineer's Radios	80,000.00	80,000.00	0.00
R61n	Auditor Printers	4,357.66	4,357.66	0.00
R61o	Auditor Copiers	11,983.30	11,983.30	0.00
R61p	Bremen ADA Ramps	26,954.00	26,954.00	0.00
R61q	Transportation School Education Vehicles	38,357.90	38,357.90	0.00
R61r	Safety and Security	454,622.00	454,656.40	5.60
R61s	MAPSYS Custom Taxing Authority Management Application	52,433.00	48,000.00	4,433.00
R61t	County Radios	61,537.50	51,588.82	9,948.68
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	9,846,305.17	153,694.83

Project/Category		As of 5/15/25 Appropriations	As of 5/15/25 Expenditure	As of 5/15/25 Obligation
Administration				
R71a	Administrative Expenses	591,798.66	442,692.77	0.00
Subtotal Administration		591,798.66	442,692.77	0.00
Grand Total		\$30,606,902.00	\$27,845,008.33	\$2,612,787.78

#### ADMINISTRATIVE AUTHORITY ITEMS FAIRFIELD COUNTY COMMISSIONERS' OFFICE MAY 12, 2025 TO May 18, 2025

Fairfield County Commissioners

- AA.05.13-2025.a An Administrative Approval for the payment(s) of the United Health Care (UHC) invoice for the Fairfield County Self-Funded Health Benefits Program – Fairfield County Board of Commissioners [Commissioners]
- AA.05.14-2025.a An Administrative Approval for the payment of invoices for departments that need Board of Commissioners' approval and have bills presented that are not more than \$77,250 per invoice. [Commissioners]

Fairfield County Facilities

AA.05.14-2025.b An Administrative Approval for a Change Order #1 to the Contract with Setterlin Construction and the Fairfield County Commissioners for Airport Hangar Construction [Facilities]

Fairfield County Information Technology

AA.05.12-2025.a An Administrative Approval for a consulting services contract between MAPSYS Inc. and the Fairfield County Board of Commissioners for the purposes of a server migration project [Information Technology]

Fairfield County Job and Family Services

- AA.05.12-2025.b An Administrative Approval for a purchase of services contract between TeenWorks and Fairfield County Job & Family Services. [JFS]
- AA.05.16-2025.c An Administrative Approval regarding a service agreement between Geneva Hills Group, Inc and Job and Family Services, Child Protective Services Department [JFS]

Fairfield County Juvenile/Probate Court

AA.05.16-2025.b An Administrative Approval for a Memorandum of Understanding Regarding Cyber Safety Classes in Pickerington by and between Fairfield County Juvenile Court and Fairfield County Sheriff's Office [Juvenile/Probate Court]

Fairfield County Regional Planning Commission

AA.05.17-2025.a An Administrative Approval for Imaging Services through GEOPRO Imaging, LLC [Regional Planning Commission]

Fairfield County Transit

AA.05.15-2025.a An Administrative Approval for the approval of the SFY2025 Ohio Workforce Mobility Partnership Program agreement between the Ohio Department of Transportation (ODOT), the Fairfield County Transit, and Fairfield County Commissioners [Transit]

South Central Major Crimes Unit

AA.05.16-2025.a An Administrator Approval to authorize the Fairfield County Administrator to sign the South Central Ohio Major Crimes Unit Pre-Award Conditions Forms-JAG 2024. [Sheriff - Major Crimes Unit]



JIM TRESSEL LT. GOVERNOR STATE OF OHIO

### May 13, 2025

Dear Commissioner Levacy,

It was a pleasure to join you at this month's meeting of the Governor's Executive Workforce Board. Thank you for welcoming me to this project which you have already dedicated so much time to. I am grateful for your leadership in Fairfield County and look forward to working with you throughout my time as Lieutenant Governor to strengthen Ohio's workforce team. As I mentioned at the board meeting, please continue to reach out to me or the team at the Governor's Office of Workforce Transformation with your thoughts and ideas as we continue to create Ohio's Workforce Playbook.

Though demographic shifts and changing industry demands present new challenges for our state's workforce, I am confident that we will establish a reliable playbook on which all of Ohio *will* succeed! We have much to look forward to; thank you for your hard work.

All good wishes,

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Ann's cookies ane THE REST!

#### REGULAR AGENDA #22 - 2025 FAIRFIELD COUNTY COMMISSIONERS' OFFICE MAY 20, 2025

#### AGENDA FOR TUESDAY, MAY 20, 2025

9:00	AM	Review

Regular Meeting

Pledge of Allegiance

Announcements

Approval of Minutes for May 13, 2025

Commissioners

- 2025-05.20.a A resolution to appropriate from unappropriated in major expenditure object category contractual services. [Commissioners]
- 2025-05.20.b A resolution to reappoint the Fairfield County Economic Development Director, the Fairfield County Engineer, Mr. Greg Butcher, Ms. Sonja Simpson, and Mr. Curtis Shonk to the Fairfield County Transportation Improvement District (TID) Board. [Commissioners]
- 2025-05.20.c A Resolution to Approve a Plan Agreement with the County Commissioners Association of Ohio for Inclusion in the Workers' Compensation Group Retrospective Rating Plan Program [Commissioners]

Fairfield County Board of Elections

2025-05.20.d A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Board of Elections; Fund # 2884 SOS 2025 Primary Election Funding [Board of Elections]

Fairfield County Court of Common Pleas

- 2025-05.20.e A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Common Pleas Court; Fund # 2689, Adult Based Corrections [Common Pleas Court]
- 2025-05.20.f A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category –Fund #2852, Targeted Community Alternative to Prison [Common Pleas Court]

Fairfield County Dog Shelter

2025-05.20.g A resolution authorizing the donation of four PhaZZer's to Pickaway County Dog Warden [Dog Shelter] Fairfield County Economic & Workforce Development

- 2025-05.20.h A resolution authorizing the execution of an agreement for professional services between Ninigret Partners, LLC, and Fairfield County related to information and insights regarding the housing market and potential future housing needs throughout the county. [Economic & Workforce Development]
- 2025-05.20.i A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Economic and Workforce Development; Fund # 1001 [Economic & Workforce Development]
- 2025-05.20.j A resolution to approve loan documents to fund Cakes Creatively by Crystal DBA Porters Coffee House as a Fairfield County Revolving Loan project [Economic & Workforce Development]
- 2025-05.20.k A resolution to approve a Memorandum of Understanding (MOU) for the commitment of funds to Hocking College from the Super Rapids funds previously awarded to Fairfield County through an MOU between Fairfield County and the Ohio Department of Higher Education (ODHE) [Economic & Workforce Development]

Fairfield County Emergency Management Agency

2025-05.20.1 A resolution to appropriate from unappropriated in a major expenditure object category EMA Fund 2707/8348 EMPG Grant Fy24[EMA] [EMA]

Fairfield County Engineer

- 2025-05.20.m A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for repairs and maintenance. [Engineer]
- 2025-05.20.n A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle to engineering consulting services. [Engineer]
- 2025-05.20.0 A Resolution to Approve Advertising for the 2025 Resurfacing Project. [Engineer]
- 2025-05.20.p A resolution to approve an Equipment Lease Agreement with the City of Lancaster, Ohio. [Engineer]
- 2025-05.20.q A resolution to approve the plat for the Fairfield Park and a Resubdivision of Lots 11 & 12 of Hubbard Industrial Park. [Engineer]

Fairfield County Family and Children First Council

2025-05.20.r A resolution to amend the certificate, update receipt line item & request for appropriations for Fairfield County Family Children First Council; # 7521, Sub-Fund #8194. [Family and Children First Council] Fairfield County Job and Family Services

- 2025-05.20.s 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]
- 2025-05.20.t A resolution to appoint an authorized representative from Fairfield County Protective Services to serve as a member of the Safe Opportunities Foster Alliance. [JFS]
- 2025-05.20.u A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Buckeye Ranch, Inc. and Child Protective Services Department. [JFS]
- 2025-05.20.v Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between The Ohio Teaching Family Association and Child Protective Services [JFS]
- 2025-05.20.w A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Lutheran Homes Society, Inc. dba Genacross Family & Youth Services. [JFS]
- 2025-05.20.x A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Journey Home Foster Care and Child Protective Services Department. [JFS]
- 2025-05.20.y A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Family Wellness Solutions, Inc. [JFS]
- 2025-05.20.z A resolution authorizing the approval of a Shared Family Foster Home Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Perry County Children Services. [JFS]

Fairfield County Juvenile/Probate Court

2025-05.20.aa A Resolution to Approve the FY26 Juvenile Court Grant Funding Application with the Ohio Department of Youth Services [Juvenile/Probate Court]

Fairfield County Regional Planning Commission

- 2025-05.20.bb A resolution to approve the Replat of Sycamore Plaza II [Regional Planning] [Regional Planning Commission]
- 2025-05.20.cc A resolution authorizing the approval of a CDBG Participation agreement by Fairfield County Board of Commissioners and the Village of Amanda. [Regional Planning Commission]
- 2025-05.20.dd A resolution authorizing the approval of a CDBG Participation agreement by Fairfield County Board of Commissioners and the Village of Rushville. [Regional Planning Commission]

Fairfield County Sheriff

2025-05.20.ee A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category –1001, General Fund [Sheriff] South Central Major Crimes Unit

- 2025-05.20.ff A resolution to appropriate from unappropriated in a major expenditure object category for Major Crimes; 7830 (8312), Drug Law Enforcement Grant FY22. [Sheriff Major Crimes Unit]
- 2025-05.20.gg A resolution to authorize the Fairfield County Commissioners to sign the South Central Ohio Major Crimes Unit Subgrant Award Agreement for the Ohio Drug Law Enforcement Fund Grant 2024 [Sheriff - Major Crimes Unit]

Fairfield County Soil and Water Conservation District

2025-05.20.hh Approval to enter into the 2024 Cooperative Agreement for funding to acquire Agricultural Easements through the Clean Ohio Local Agricultural Easement Purchase Program for Fairfield County, Ohio [Soil and Water Conservation District]

Payment of Bills

2025-05.20.ii 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 June 10, 2025, 9:00 a.m.

Adjourn

### **Review Meeting**

The Commissioners met at 7:00 p.m. at the Wigwam Event Center, 10190 Blacklick-Eastern Rd., Pickerington, 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; Auditor, Dr. Carri Brown; JFS Director, Corey Clark; Budget Director, Bart Hampson; Facilities & EMA Director, Jon Kochis; Clerk of Courts, Branden Meyer; Economic Development Specialist, Anthony Iachini; Utilities Director, Tony Vogel; Assistant Prosecuting Attorney, Austin Lines; FCFC Manager, Tiffany Wilson; Planner, Josh Hillberry; IT Director, Dan Neeley; and Sheriff's Deputy, Andy Robberts. Also in attendance: Elizabeth Moe, Jaclyn Rohaly, Jill Tangeman, David Coe, Erica Kaple, Lance Meyer, and Bobby Fagrell.

### Welcome

Commissioner Fix opened the meeting by welcoming everyone in attendance and explained the difference between the Review and Voting portions of the meeting.

#### **Public Comments**

None.

#### Legal Update

Austin Lines summarized the process for Expedited Type II Annexations. He stated that if neither the township nor municipality have made an objection, then O.R.C. 709.023 dictates that the Commissioners are to approve the annexation.

### **County Administration Update**

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

### Week in Review

Updates on Upcoming BOC Meetings

The following BOC meetings will be in the Commissioners' Hearing Room of the Administrative Courthouse at 9:00 a.m.:

- May 20, 2025 Commissioner Fix Out
- June 10, 2025 Commissioner Fix Out
  - June 17, 2025 Commissioner Davis Out
- June 24, 2025 Commissioner Fix Out, I will be out also.

There is no BOC meeting scheduled for the following Tuesdays:

- May 27, 2025 No Meeting
- June 3, 2025 No Meeting
- July 1, 2025 No Meeting

Regular Meeting #21 - 2025 - May 13, 2025

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### **Highlights of Resolutions**

### Administrative Approvals

The review packet contains a list of administrative approvals.

### Resolution Review

There are 20 resolutions on the agenda for the Regular voting meeting.

Resolutions of note:

- The first two resolutions on the agenda are for Expedited Type II Annexations. The first is from petitioner Catherine Cunningham for 4.38 acres from Violet Township to the City of Canal Winchester. The second is from petitioner Elizabeth Seedorf for 496.232 acres from Walnut Township to the Village of Millersport. I believe we have Elizabeth Seedorf here and a representative for Catherine Cunningham.
- We have a resolution for two proclamations. The first proclamation is for the May 7<sup>th</sup> Fallen Officers Memorial Service, and the second is for the May 22<sup>nd</sup> dedication of the Corporal David A. Johnston Memorial Highway in front of American Legion Post 283 in Pickerington.
- There is a resolution to appropriate \$111,541.02 for Change Order 1 for the Airport Hangar Project. Jon Kochis presented information on this change order in the Commissioners' May 6, 2025, meeting.
- The Clerk of Courts has a resolution to approve the contract with Legal Aid of Southeast and Central for Ohio for legal aid services. This is a two year contract for a total of \$200,000 for the contract. Of Justice.

Branden thanked the Prosecutors office for reviewing the contract and added his excitement that the legal aid office is finally coming to fruition.

- Economic Development has a resolution to approve the WOIA (Workforce Innovation and Opportunity Act) Area 20 Subgrant Agreement.
- Regional Planning has a resolution to approve a development agreement with American Barbell who wishes to develop nine acres in Violet Township.
- MCU has five resolutions on the agenda. One for a memo expense, two to appropriate funds, one to approve the Ohio 25 Subgrant Agreement, and one to approve an advance for the grant match to be repaid by December 15, 2026.

### **Budget Review**

• None.

### Calendar Review/Invitations Received

- The review of the calendar, invitations received, and correspondence received was provided by the Clerk to the Board of Commissioners, Ms. Menningen.

Regular Meeting #21 - 2025 - May 13, 2025

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- Family and Children First Council Meeting, May 15, 2025, 8:30 a.m., Fairfield County Agricultural Center, 831 College Ave., Lancaster
- Workforce Center Graduation, May 15, 2025, 11:30 a.m., Fairfield County Workforce Center, 4465 Coonpath Rd. NW, Carroll
- 2025 PACC Annual Awards & Athena Celebration Dinner & Silent Auction, May 15, 2025, 5:00 p.m., The Wigwam Event Center, 10190 Blacklick Eastern Rd. NW, Pickerington
- Olivedale Veterans Group Meeting, May 19, 2025, 1:00 p.m., Olivedale Senior Citizens Center, 253 Boving Rd., Lancaster
- Venture Place Groundbreaking Ceremony, May 29, 2025, 10:30 a.m., Venture Place Site, Lancaster
- MORPC Transportation Innovation Forum, June 4, 2025, 12:00 p.m., Vitria on the Square, 14 E. 15th Ave, 2nd Floor, Columbus
- Village of Rushville's Recognition of Historic Underground Railroad, June 14, 2025, 10:30 a.m., Masonic Townhall, 3198 Market St., Rushville
- Village of Baltimore's Dedication of Bicentennial Park, June 22, 2025, 1:00 p.m., 1314 W. Market St., Baltimore

### **Correspondence**

- Expedited Type II Annexation Petition Filed May 12, 2025, .605 +/- Acres from Pleasant Township to the City of Lancaster, Agent for the Petitioner Chris Tumblin of Casto
- Ohio Division of Liquor Control, Liquor Permit Transfer of Permit #46185510015, 13607 Shell Beach Rd., Thornville
- CFLP Solid Waste District, 1st Quarter Financial Statement
- Correspondence Regarding Large Solar Facilities

### Updates from Elected Officials and Department Heads

Auditor Brown introduced Bobby Fagrell as the new GIS Specialist working in her office.

Mr. Fagrell stated he has wanted to work in Ohio and is glad to be in Fairfield County.

Auditor Brown continued with financial stats and reported that the fact sheet for real estate appraisals is available. Her office will be sending out information about the appraisal. She also reported on her excitement to be serving on the National Editorial Board for Government Accountants.

Commissioner Fix congratulated Dr. Brown on her appointment with the national board.

Mr. Vogel stated the Pickerington Road interchange RFP was delayed. He has been approached by several companies wishing to lease land to perform work in that area.

Ms. Wilson encouraged people to join the upcoming Family and Children First Council meeting.

Mr. Iachini stated the upcoming apprenticeship graduation would graduate 69 students. One of the students will be speaking and they have some past students coming back to speak as well.

Ms. Cordle added that Commissioner Levacy and Bobbie Carpenter would be speaking at the graduation.

Clerk of Courts Meyer stated he will be sending out communications about the legal help center and their assistance with family law.

Mr. Neeley spoke about his appreciation of Mr. Meyer and his teamwork.

Mr. Hillberry stated Ms. Mattei would be one of the speakers at the MORPC meeting on June 4, 2025.

Mr. Kochis said repairs have been made to the Pickerington BMV and added that insurance will cover the repair costs.

Mr. Clark stated there are additional financial institutions assisting with the APS service to seniors who are potential victims of exploitation.

Ms. Cordle thanked Deputy Robberts for attending the meeting.

### **Old Business**

Commissioner Davis stated the Board of Commissioners is receiving documentation regarding the application of Carnation Solar in Amanda Township and as a result will have to select an ad hoc member to the Ohio Power Siting Board (OPSB) for that project. The last few years the Commissioners have operated on a certain set of protocols and have learned a lot about the process. He recommended that the Commission give some thought on whether they should take a stance on the project before it gets to the hearing.

Commissioner Levacy stated he had the privilege to attend the Fallen Officers memorial in Lancaster and spoke about the men and women who put their lives on the line every day. He also spoke about the very deserving recipients of the Lancaster-Fairfield Chamber Awards.

Commissioner Fix reported he attended a legislative meeting with school administrators. He also talked about the county's development project and about presenting at a MORPC panel on housing. He attended an Autism Speaks event and was moved by those affected. He added that in regard to the Commissioners' position on solar, the first time we went through this the Commissioners learned a couple of things, that a lot of people are not paying attention to the facts and as challenging as it was, HB 52 put us in the position.

#### New Business

Commissioner Levacy stated he is excited to attend the workforce graduation and that many of the graduates did not have a career path, and now they do. He will attend the Pickerington Chamber Awards and is excited to attend both the Workforce Center graduation and the Forest Rose graduation.

Commissioner Fix thanked Commissioner Levacy for pushing the Workforce Center forward.

Regular Meeting #21 - 2025 – May 13, 2025

Commissioner Davis stated that he met with Uber management regarding transit concepts. The potential partnership may allow Fairfield County to get to its goal quicker of providing transit services around the clock.

### 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; Auditor, Dr. Carri Brown; JFS Director, Corey Clark; Budget Director, Bart Hampson; Facilities & EMA Director, Jon Kochis; Clerk of Courts, Branden Meyer; Economic Development Specialist, Anthony Iachini; Utilities Director, Tony Vogel; Assistant Prosecuting Attorney, Austin Lines; FCFC Manager, Tiffany Wilson; Planner, Josh Hillberry; IT Director, Dan Neeley; and Sheriff's Deputy, Andy Robberts. Also in attendance: Elizabeth Moe, Jaclyn Rohaly, Jill Tangeman, David Coe, Erica Kaple, Lance Meyer, and Bobby Fagrell.

### **Announcements**

None

### Approval of Minutes for May 6, 2025

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the Minutes for Tuesday, May 6, 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:

2025-05.13.a	A Resolution to Approve the Expedited Type II Annexation of 4.38 +/- Acres from Violet Township to the City of Canal Winchester, Pursuant to Ohio Revised Code (R.C.) 709.023, Agent for the Petitioners, Catherine Cunningham.
2025-05.13.b	A Resolution to Approve the Expedited Type II Annexation of 496.232 +/- Acres from Walnut Township to the Village of Millersport, Pursuant to Ohio Revised Code (R.C.) 709.023, Agent for the Petitioners, Elizabeth Seedorf
2025-05.13.c	A Resolution Authorizing the Approval of Proclamations
2025-05.13.d	A resolution authorizing appropriations from unappropriated into major expense categories for the General Fund# 1001, Fund to Fund Transfer to the Hangar 2023 Capital Projects Fund # 3896, & appropriations from unappropriated into major expense categories for the Hangar 2023 Capital Projects Fund# 3896.

Regular Meeting #21 - 2025 – May 13, 2025

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2025-05.13.e A resolution approving an account to account transfer in a major object expense categories for the Facilities Budget, General Fund# 1001.

Ms. Tangeman stated she was working for the company that is bringing the data center to the county and stated her appreciation for those who have helped with the process.

Commissioner Davis asked about the next milestone for the project.

Ms. Tangeman stated Millersport is working on agreements that will ensure everything is in place before the data center breaks ground.

Commissioner Levacy stated his appreciation for everyone who is working on development issues in the county.

Commissioner Fix stated the data center team adhered to the non-disclosure agreement and that he has only heard positive comments from his team about working with the developers.

Erica Kaple, on behalf of the first annexation, had nothing to add.

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 Auditor - Finance

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 Auditor - Finance:

2025-05.13.f A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – 1001-General Fund

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 Board of Developmental Disabilities

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

2025-05.13.g 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 - Fairfield County Board of Developmental Disabilities

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 Board of Elections

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

Regular Meeting #21 - 2025 – May 13, 2025

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### 2025-05.13.h A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Board of Elections; Fund # 2884 SOS 2025 Primary Election Funding

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

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:

2025-05.13.i A Resolution to Approve the Contract with Legal Aid of Southeast and Central Ohio for Legal Aid Services.

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

### Approval of a Resolution from Fairfield County Economic & Workforce Development

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

2025-05.13.j A resolution to approve the Area 20/21 WIOA Subgrant Agreement.

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 Engineer

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

2025-05.13.k A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for construction in progress

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:

2025-05.13.1 A resolution to approve a subgrant agreement between the Ohio Department of Job and Family Services, the Ohio Department of Medicaid, the Ohio Department of Children and Youth, and the Fairfield County Department of Job and Family Services.

Regular Meeting #21 - 2025 – May 13, 2025

### 2025-05.13.m A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Oasis Therapeutic Foster Care Network, Inc.

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

### Approval of a Resolution from 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:

2025-05.13.n A resolution to approve a Development Agreement for the American Barbell subdivision

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

### Approval of Resolutions from the South Central Major Crimes Unit

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

2025-05.13.o	A resolution to approve a reimbursement for share of costs for Rent paid to Fairfield County Commissioners as a memo expenditure for fund #7864/8313 Major Crimes Unit
2025-05.13.p	A resolution to request for appropriations for Major Crimes COSSAP Fund 7858/8360
2025-05.13.q	A resolution to request for appropriations for Major Crimes Recovery Ohio 2025 Fund 7864/8371
2025-05.13.r	A resolution to authorize the Fairfield County Commissioners to sign the South Central Ohio Major Crimes Unit Subgrant Award Agreement for Recovery Ohio 2025
2025-05.13.s	A resolution to advance match funds to the South Central Ohio Major Crimes Unit Subgrant Award for Recovery Ohio 2025

Commissioner Davis stated the MCU operating board meeting was productive and improvements in the operations at MCU have been noted. There were discussions about promoting interim commander Duff to permanent commander Duff and the Commissioner would like the Bylaws to be in order before that happens.

Ms. Cordle stated that the agenda draft includes the appointment of Commander Duff and the MCU By-Laws.

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

Regular Meeting #21 - 2025 - May 13, 2025

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### **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:

2025-05.13.t 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 Fix stated the Commissioners will continue to have evening meetings to provide the opportunity to participate for those who are not available during the morning. He thanked Barbie Widener for hosting the Commission.

With no further business, on the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to adjourn at 7:45 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, May 20, 2025, Commissioners' Hearing Room, 210 E. Main St., Lancaster, OH.

Motion b	oy: David	Levacy
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Seconded by: Steve Davis

that the May 13, 2025, minutes were approved by the following vote:

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

\*Approved on May 20, 2025

helle Menningen, Cler Bennett Niceswanger

Jeff Fix

Commissioner

Steve Davis

Commissioner

NAYS: None avid Levacy Commissioner

Regular Meeting #21 - 2025 - May 13, 2025

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2025-05.20.a

### A resolution to appropriate from unappropriated in major expenditure object category contractual services.

**WHEREAS,** additional appropriations are necessary for future contracts for 2025; and

**WHEREAS,** to appropriate from unappropriated will allow proper accounting in the major expenditure object category for 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 12100110 \$50,000

A resolution to appropriate from unappropriated in major expenditure object category contractual services.

# For Auditor's Office Use Only:

\$ 50,000 12100110 530000 contract services

Signature Page

Resolution No. 2025-05.20.a

A resolution to appropriate from unappropriated in major expenditure object category contractual services.

(Fairfield County Commissioners)

Upon the motion of Commissioner David L. Levacy, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

Jeffrey M. Fix, President Steven A. Davis, Vice President David L. Levacy Absent Aye Aye

Board of County Commissioners Fairfield County, Ohio

### 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.

hohi

Bennett Niceswanger Board of County Commissioners Fairfield County, Ohio

2025-05.20.b

# A resolution to reappoint the Fairfield County Economic Development Director, the Fairfield County Engineer, Mr. Greg Butcher, Ms. Sonja Simpson, and Mr. Curtis Shonk to the Fairfield County Transportation Improvement District (TID) Board.

**WHEREAS,** the terms of the current TID Board members will expire on May 31, 2025; and

**WHEREAS,** the Board of Commissioners is authorized to appoint qualified individuals to serve on the Board and reappoint current members of the Board; and

**WHEREAS,** the Fairfield County Economic Development Director, the Fairfield County Engineer, Mr. Greg Butcher, Ms. Sonja Simpson, and Mr. Curtis Shonk have all expressed an interest and willingness to be reappointed to the TID Board for an additional two-year term.

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

**Section 1.** That the Fairfield County Board of Commissioners hereby reappoints the Fairfield County Economic Development Director, the Fairfield County Engineer, Mr. Greg Butcher, Ms. Sonja Simpson, and Mr. Curtis Shonk to serve an additional two-year term on the Fairfield County Transportation Improvement District Board.

**Section 2**. That these reappointments are effective June 1, 2025, expiring May 31, 2027.

Prepared by: Bennett Niceswanger Cc: Engineer's Office Signature Page

Resolution No. 2025-05.20.b

A resolution to reappoint the Fairfield County Economic Development Director, the Fairfield County Engineer, Mr. Greg Butcher, Ms. Sonja Simpson, and Mr. Curtis Shonk to the Fairfield County Transportation Improvement District (TID) Board.

(Fairfield County Commissioners)

Upon the motion of Commissioner David L. Levacy, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

Jeffrey M. Fix, President Steven A. Davis, Vice President David L. Levacy Absent Aye Aye

Board of County Commissioners Fairfield County, Ohio

### 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.

this him

Bennett Niceswanger Board of County Commissioners Fairfield County, Ohio

# A resolution to approve a plan agreement with the County Commissioners Association of Ohio for inclusion in the workers' compensation group retrospective rating plan program

**WHEREAS,** Fairfield County currently participates in a group retrospective rating program through the County Commissioners Association of Ohio ("CCAO") for the Bureau of Workers' Compensation ("BWC") costs; and

**WHEREAS,** Fairfield County would like to continue to be a participating county in the group retrospective rating program offered by CCAO to manage costs associated with BWC coverage; and

**WHEREAS,** the County Prosecutor has approved the attached agreement as to form.

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

**Section 1.** The Board of Commissioners enters into the Plan Agreement for the CCAO Worker's Compensation Group Retrospective Rating Plan Program for the rating period beginning January 1, 2026, to December 31, 2026.

**Section 2:** The Clerk of the Board of Commissioners will furnish a certified copy of this resolution and the signed documents to the Deputy Fairfield County Administrator for further processing.

Prepared by: Abby Watson, Deputy HR Director



209 East State Street, Columbus, Ohio 43215-4309 Phone: 614-221-5627 • Fax: 614-221-6986 Toll Free: 868-757-1904 • www.ccac.org

> Cheryl Subler, President John Leutz, Vice President Thisbe Butcher, Secretary/Treasurer

JEFF PORTER FAIRFIELD COUNTY 210 E MAIN STREET LANCASTER, OH 43130

May 05, 2025

Re: 2026 Group Retrospective Rating Program Enrollment Policy #: 32300001

Based on our initial underwriting review, we have determined that your county continues to be eligible for Group Retrospective Rating and invite your county to apply for the County Commissioners' Association of Ohio 2026 Workers' Compensation Group Retrospective Rating Program.

Since group retrospective rating was approved in 2009 by the Ohio Bureau of Workers' Compensation, CCAO is currently the *only* sponsor of a group retrospective program specifically for counties, with fifty-nine (59) counties joining the 2025 Group. <u>To date, the 2010 through 2022 county participants have earned</u> <u>refunds totaling over \$39.4 million!</u>

Our program's third party administrator is **Sedgwick**, a leader in Ohio workers' compensation group programs and claims administration. Sedgwick and CCAO understand the economic issues facing Ohio's public employers today and take seriously our responsibility of providing you with an accurate projection of premium. We pride ourselves on estimating your workers' compensation premiums so you can set your annual budget with confidence.

g Projection:	Max Refund	Max Assessment
\$428,962		
20%	62.85%	5%
\$85,792	\$269,603	\$ 21,448
	\$428,962	\$428,962 20% 62.85%

Actual group refunds/assessments will be dependent on the performance of the entire group. BWC will conduct three (3) annual evaluations to determine the refund/assessment. Evaluations will take place at 12, 24, and 36 months after the end of the policy year.

### Re-Enrollment is easy!

Sign and return in enclosed envelope by July 18, 2025 Or email your signed documents to Kdunbar@ccao.org

- □ Application form U-153
- Participation Agreement

Should you have any questions contact Tim Hoverman at CCAO, (614) 221-5627 or Lynnae Maginn (Lynnae.Maginn@sedgwick.com) at Sedgwick at (800) 825-6755 ext. 65838.







Ohio INSTRUCTIONS • Please print or type.		c	Group-Retro	Employer ospective-Ra		
<ul> <li>Please return completed statement to the attention of the sponsorin The group administrator's third-party administrator will submit your Ohio Bureau of Worker's Compensation Attn: Employer Programs Unit 30 W, Spring St., 22<sup>ad</sup> Floor Columbus, OH 43215-2256</li> <li>If you have any questions, please call BWC at (614) 466-6773.</li> </ul>	original U-153	to:				
NOTE: BWC's employers program o	init must rev	10				
Employer Name FAIRFIELD COUNTY		Telephone numberBWC policy number740652789532300001			r	
Address 210 E MAIN STREET	City LANCA	ASTER State OH 9-digit Zip Code 43130				
Group Retros	spective	rating program	m enrollmen	t		
I agree to comply with the Ohio Bureau of Workers' Co Administrative Rule 4123-17-73). I understand that my This form super-sedes any previously executed U-153.	mpensatio participati	on Group Retros on in the progra	pective Rating m is continger	g Program rule nt on such con	es (Ohio npliance.	
I understand that only a BWC Group Retrospective Rat program. I also understand that if the sponsoring organ void.						
I am a member of the <u>County Commissioners Associ</u> affiliate organization and would like to be included in the year beginning <u>January 1, 2026</u> . I understand the emp determination of the group in which I will or will not part participation.	e Group-F loyer rost	Retrospective-Rate submitted by	ating Program the group will	it sponsors fo be the final, o	r the poli	су
I understand the sponsoring organization's representative <u>Sedgwick #000900-80</u> (currently, as determined by the sponsoring organization) is the only representative I may have in risk-related matters while I remain a member of the group. I also understand that the representative for the Group Retrospective Rating Program will continue as my individual representative in the event that I no longer participate in the program. At the time I am no longer a member of the group, I understand that I must file permanent authorization (AC-2) to cancel or change individual representation.						
I understand a new U-153 shall be filed each policy year I participate in the Group-Retrospective-Rating Program.						
I am associated with the sponsoring organization or a certified affiliate sponsoring organization				No		
County Commissioners Association Retro Group 440981						
Name of sponsor or affiliate sponsor Sponsor or affliate sponsor policy			icy			
Note: For injuries that occur during the period an employer is enrolled in the Group Retrospective Rating Program, employers may not utilize or participate in the Deductible Program, Group Rating, Retrospective Rating \$15,000 Medical-Only Program, or the Drug-Free Safety Program.						
	Certifi	cation				
(Officer Name) certifies that he/she is the of (Title)				of		
		4	¢ 1.			
, the employer referred to above, and that all of the (Employer Name)					the	
information is true to the best of his/her knowle	dge, info	rmation, and b	elief, after ca	areful investig	ation.	
x						
(Officer Signature)	_		(C	)ate)		
3WC-7659 (Rev. Jan 6, 2023)	Cou	nty Commissioners A	ssociation Retro Gr	OUD Grn # 035	80 (2026	f

E U-153

# **GROUP RETROSPECTIVE RATING**

Frequently Asked Questions



### What is Group Retrospective Rating?

Group retrospective rating is an alternative rating program offered by the Ohio Bureau of Workers' Compensation (BWC). Group retrospective rating allows employers of a similar industry to join together through a sponsoring association to earn refunds (or be charged assessments) based on the performance of the group. Counties in the 2025 group retrospective rating program will pay their individually merit-rated premium to BWC in 2026 based on their established installment plan.

### When are group retrospective rating applications due to BWC?

The BWC deadline to file enrollment applications for the 2026 group retrospective rating program is **July 31, 2025**. However, enrollment information must be received by CCAO <u>no later than</u> **July 16, 2025** for submission to BWC. Please return enrollment documents to Nedra Benson at CCAO, 209 East State Street, Columbus, OH 43215 or email your signed documents to NBenson@ccao.org <mailto:NBenson@ccao.org>.

### What are the BWC eligibility requirements?

The two (2) primary requirements are that all BWC premium payments be made timely and that there are no overdue balances.

### What are the safety requirements for membership in the program?

The participating county will agree to the following safety requirements:

- Completion of progress report for areas identified in safety analysis provided during the program implementation.
- Willingness to implement CCAO's <u>10 Step Safety Plan</u> and Group Retro Safety and Claims Management Expectations, which are available at CCAO.org under CCAO Service Corporation.

### Can I stack discounts from other BWC programs if I enroll in a group retrospective rating program?

While BWC will not allow employers to participate in most other programs while participating in group retro, they do allow participation in local Safety Councils where one can receive a 3% discount on premiums.

### When will I know if the group earned a refund or has to pay an assessment?

BWC will review claims losses for each group retrospective policy year three times. The first evaluation will be 12 months after the end of the policy year. For the January 1, 2026 to December 31, 2026 policy year, the first evaluation would take place in December 2027. Subsequent evaluations would take place in December of 2028 and December of 2029. BWC has up to four months after the review to notify employers.

### How much of a refund can I earn?

Refunds will be based on the performance of the entire group. The group would earn a refund equal to the difference between its merit-rated premium (as paid to BWC) and the group's retrospective premium (minimum premium plus developed claim losses). The estimate for CCAO's 2026 group retro program is included on the rating analysis within your offer packet.

### How much can I be assessed?

As the sponsor of the group retrospective rating program, we will select a maximum assessment amount that will limit the assessment that any participant can pay. The maximum assessments range from 5% to 25%, with most groups expected to select between 5% and 10%. The maximum assessment level selected by CCAO for the 2026 program is included on the rating analysis within your offer packet.

### How can I obtain additional information about CCAO's group retrospective rating program?

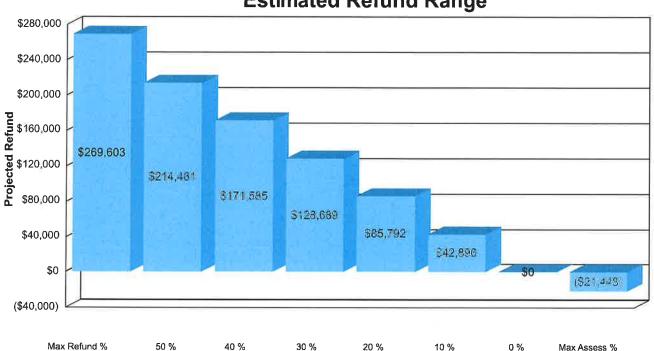
For more information about group retrospective rating, contact Tim Hoverman at CCAO at (614) 221-5627. Or you can contact Lynnae Maginn (Lynnae.Maginn@sedgwick.com) at Sedgwick at (800) 825-6755 ext. 65838.





# 2026 Group Retrospective Rating Analysis

nployer: blicy No.:	Fairfield County 32300001					
	Projections based on	TM: -11	1%	EMR:	0.89	
		Estimated St	tandard Premium:		\$428,962	
		BWC Assess	sments:		<u>\$0</u>	
		Estimated In	dividual Premium:		\$428,962	
		• • •	annual evaluations to at 12, 24, and 36 mont			
	Max Refund:	62.85%		Ma	ax Assessment	: 5%
Projected Ma	aximum Refund:	\$269,603	Projected Ma	iximum A	Assessment:	\$21,448



# **Estimated Refund Range**

\*The 2026 premium amounts are for the payroll period from 1/01/2026 to 12/31/2026.

Actual group refunds/assessments will be dependent on the performance of the entire group.

This projection is to be used as a guideline only for decision making purposes. The results should not be construed as actual.

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### COUNTY COMMISSIONERS ASSOCIATION OF OHIO WORKERS' COMPENSATION GROUP RETROSPECTIVE RATING PLAN AGREEMENT

HIS AGREEMENT, dated as of \_\_\_\_\_\_, 2025, is between CCAO Service Corporation ("CCAOSC"), an Ohio corporation, and FAIRFIELD COUNTY ("Participant"), a political subdivision of the State of Ohio.

#### Section I: INTRODUCTION

Section 4123.29 of the Ohio Revised Code (ORC), and the rules promulgated thereunder, permit the establishment of employer group retrospective rating plans in order to group the experience of employers for workers' compensation rating purposes . The County Commissioners' Association of Ohio ("CCAO"), acting through CCAOSC its Service Corporation, as a sponsoring organization within the meaning of Section 4123.29 and the regulations associated with same, hereby establishes a Group Retrospective Rating Plan for the benefit of its membership. The terms and conditions for participation in the CCAO Group Retrospective Rating Plan are herein established.

A participating county is hereafter referred to individually as a "Participant". Participating counties are collectively referred to as the "Group".

#### Section II: NAME

The name of the plan shall be the CCAO Workers' Compensation Group Retrospective Rating Plan, hereafter referred to as the "CCAO Group Retrospective Rating Plan" or the "Plan". The principal office of the CCAO Group Retrospective Rating Plan shall be located at 209 East State Street, Columbus, Ohio 43215.

#### Section III: PURPOSE OF GROUP PLAN

The CCAO Group Retrospective Rating Plan is intended to: (1) achieve lower workers' compensation costs for the Group, and (2) result in the establishment of safer working conditions and environments for each Participant.

#### Section IV: REPRESENTATIONS AND WARRANTIES CONCERNING ELIGIBILITY

A. CCAOSC, for itself and on behalf of CCAO, represents and warrants as follows:

CCAO was created more than two years prior to the date of application for Group coverage.

- CCAO was formed for the purposes other than obtaining Group Workers' Compensation under Section 4123.29, ORC; rather it was formed for the purpose of, among other things, uniting the county commissioners of Ohio into an association to promote the best practices and policies in the administration of county government for the benefit of the people of the State of Ohio.
- The business of the Group members is substantially similar such that the policies which are grouped are substantially homogeneous.
- B. The Participant represents and warrants as follows:
  - (1) It is a member of the County Commissioners' Association of Ohio and is current in all financial obligations to CCAO.
  - (2) It has an Ohio Bureau of Workers' Compensation ("OBWC") policy number for counties and its account with OBWC has no outstanding premiums, penalties or assessments due from it.
  - (3) It is not a member of any other group for the purpose of obtaining workers' compensation coverage under Section
     4123.29, ORC.
  - (4) It is current in all financial obligations to the Group.

#### Section V: BASIC OBLIGATIONS OF PARTIES

Pursuant to Section I, hereof, CCAO, acting through CCAOSC, has established the CCAO Group Retrospective Rating Plan.

- A. CCAOSC shall:
  - (1) coordinate and administer the CCAO Group Retrospective Rating Plan in accordance with this agreement.
  - (2) file or cause to be filed all necessary applications with OBWC to obtain membership for the Participants in the CCAO Group Retrospective Rating Plan; and
  - (3) perform such additional duties as are required of it by this Agreement.
- B. The Participant shall:
  - (1) join and participate in the CCAO Group Retrospective Rating Plan; and
  - (2) perform such additional duties and pay such fees and expenses as are required of it by this Agreement .

#### Section VI: RATE CONTRIBUTION AND REBATES

The Participant understands that the Group performance must be estimated in advance of the experience period and is based upon the most recent experience period, and that the actual Group performance will vary depending upon multiple factors. The Participant is solely responsible for any assessment of premiums owed to the OBWC. In no event shall CCAO, CCAOSC, the third party administrator, or other Group members be held liable for premiums owed by the Participant to the OBWC.

The Participant understands the Group performance is subject to change during and subsequent to the policy period, and all debit and credit adjustments processed by the OBWC will be the premium responsibility of the individual Participant. In no event will CCAO, CCAOSC, the third party administrator, or the other Group members be held liable for premiums owed by the Participant to the OBWC resulting from subsequent rate revisions.

It is understood that the OBWC will evaluate the performance of the CCAO Group Retrospective Rating Plan by comparing the aggregate individual participants' premiums paid to OBWC to the developed losses incurred by the participants during the policy year. It is also understood that the OBWC will perform this comparison in three periods in the following number of months after the inception of the program year: 24 months, 36 months, and 48 months.

In the course of the OBWC's evaluation of the program, should premiums paid by the Group exceed the total developed losses, the Group will be entitled to a refund for the difference. However, if the total developed losses exceed the total premiums paid to OBWC for the policy year the Group would then be subject to an assessment. The total assessment in this case, could not exceed the predetermined amount ("Maximum Premium Percent") selected by the group Executive Committee. For each evaluation period, payment of refund or notice of assessment to each Participant will be made by the OBWC pursuant to OBWC rules and procedures.

#### Section VII: ADMINISTRATIVE SERVICES

CCAOSC shall retain the services of a third party administrator ("TPA") specializing in the administration of workers' compensation claims. Such designated TPA shall assist CCAOSC staff in the day to day management of the plan, prepare and file necessary reports for both OBWC and members, assist with loss control program, and other duties, (*excluding* claims-related matters, which shall be the responsibility of each individual Participant, as provided in the second paragraph of this Section VII) relating to the Plan's activities. The cost of these TPA services, and the administrative costs of CCAOSC, shall be borne by the Participant in proportion to its payroll to the total payroll of the Group. CCAOSC shall bill the Participant for such services at such times as are determined by the Group Executive Committee and the Participant shall remit payment to CCAOSC within thirty (30) days of its receipt of such bill.

Each Participant agrees to engage, at its sole expense, a TPA for claims-related matters, the same TPA as CCAOSC has retained as TPA for the Group, and further agrees to remain with said TPA for as long as Participant remains a member of the CCAO Group Retrospective Rating Plan.

In any event, the Participant agrees to inform CCAOSC, the Group, and the Group's TPA, at all times, of all claims and related matters which will affect the rating of the Group.

#### Section VIII: RISK MANAGEMENT SERVICES

The Participant acknowledges that one of the goals of a group retrospective rating program is a substantial improvement in accident prevention and safety training by the Group. The Participant shall make a good faith effort to maintain a safe working environment for its employees and to implement the Group's model safety and claims management program, "*The CCAO 10 Step Safety Plan for County Government*". In addition, each Participant shall participate in and comply with any safety program or claims management procedure adopted by the Group Executive Committee, including, but not limited to, completing the Claims Management and Safety Expectations Survey and working toward accomplishing all of the Claims Management and Safety Expectations. The costs for these risk management services shall be allocated, billed and paid in the same manner as described in Section VII, above. The Participant may provide supplementary training and risk management consulting services to its employees at the Participant's sole expense.

CCAOSC reserves the right to require the Participant to undergo an occupational safety and health audit of its premises. A copy of the audit results and safety recommendations shall be provided to the Participant and to CCAOSC. Participant agrees to make a good faith effort to comply with any safety recommendations.

#### Section IX: GENERAL ADMINISTRATIVE FEES

The Participant agrees to pay the administrative fees of CCAOSC during the term of the Agreement, if any, in the manner specified in Section VII, above.

#### Section X: GROUP ADVISORY COMMITTEE

There is hereby established a Group Advisory Committee to advise CCAOSC regarding the CCAO Group Rating Program and the CCAO Group Retro Program, which shall consist of seven members. Two of said members shall be the President and the Secretary/Treasurer of CCAOSC. Five members shall be representatives of CCAO Group Rating and Group Retro Plan Participants. No Participant shall have more than one member on the Group Advisory Committee, and each Advisory Committee Member shall be a county commissioner. However, any member county may by written instrument signed by two or more County Commissioners, appoint a designee who need not be a county commissioner but shall be an employee of the member county. A designee shall have the same powers as the appointing member.

The duties of the Group Advisory Committee shall be:

to advise CCAOSC on the selection of a TPA, as provided in Section VII hereof;

to advise CCAOSC on proposed TPA fees, fees for risk management services, general administrative fees, and the billing and collection thereof;

to confer with CCAOSC on the ongoing eligibility of each Participant for continued participation in the Group; and

to perform such other acts and functions as may be necessary to the administration of the Group.

#### Section XI: TERM OF AGREEMENT

Subject to the approval of the CCAO Group Retrospective Rating Plan by the OBWC, the term of this Agreement shall commence on the date of execution hereof and shall be continuing and shall be applicable to all rating periods beginning January 1, 2026 and thereafter. CCAOSC may terminate this Agreement upon thirty (30) days written notice to the Participant. The Participant may terminate this Agreement so as not to be included in the CCAO Group Retrospective Rating Plan for the next annual rating period provided ten (10) days written notice of intent to withdraw from the CCAO Group Retrospective Rating Plan is given to CCAOSC prior to the prescribed application deadline of OBWC, currently July 31, 2025. In any event, a Participant shall not be relieved of the obligation to pay any amounts owed for participation in the CCAO Group Retrospective Rating Plan prior to withdrawal therefrom.

#### Section XII: APPLICATIONS BY PARTICIPANT

Initial application of a Participant shall include: (1) a properly signed and authorized copy of this Agreement; and (2) a properly executed OBWC Form U153, allowing CCAOSC or its TPA to represent the CCAO Group Retrospective Rating Plan before the OBWC. In order to remain eligible for Group membership, a Participant must be current in all financial obligations to CCAO and to the Group, and shall provide to CCAOSC annually, prior to the OBWC group retrospective rating deadline: (1) a properly signed and authorized copy of this Agreement; and (2) a properly executed OBWC U153, allowing CCAOSC or its TPA to represent the CCAO Group Retrospective Rating Plan before the OBWC.

#### Section XIII: GENERAL PROVISIONS

CCAOSC shall strictly account for all funds collected and disbursed relating to the Group Retrospective Rating Plan. All Group Retrospective Rating Plan funds shall be strictly segregated from all CCAOSC funds relating to the operations and activities of CCAO's other programs.

The Participant is solely responsible for any assessments or premiums levied by OBWC against it. Neither the CCAO Group Retrospective Rating Plan nor its TPA shall be liable for any such charges.

If the Participant leaves the Group, it will allow representatives of the Group to access its loss experience for a period of three (3) years following the last year of participation.

#### Section XIV: ANTI-DISCRIMINATION PROVISION

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

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

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

The Participant hereby acknowledges receipt of the complete Agreement.

IN WITNESS THEREOF, the parties hereby enter into this Agreement on the date given below.

Date: <u>3/17</u>		By:John Leutz, CCAO Assistant Director
		FAIRFIELD COUNTY
Date: 5/20	<u>р/2025</u> ву:	Signature of Authorized Official
County Name:	FAIRFIELD COUNTY	
County Name.	TAINILLE COUNTY	
Address:	210 E MAIN STREET	
City, State, Zip:	LANCASTER OH 4313	<u>0</u>

OBWC Number: <u>32300001</u>

APPROVED AS TO FORM (if required)

**Prosecuting Attorney** 

Prosecutor's Approval Page

Resolution No.

A Resolution to Approve a Plan Agreement with the County Commissioners Association of Ohio for Inclusion in the Workers' Compensation Group Retrospective Rating Plan Program

(Fairfield County Commissioners)

Approved as to form on 5/14/2025 2:15:44 PM by Amy Brown-Thompson,

Anny Brown Thompson

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

### Signature Page

Resolution No. 2025-05.20.c

A Resolution to Approve a Plan Agreement with the County Commissioners Association of Ohio for Inclusion in the Workers' Compensation Group Retrospective Rating Plan Program

(Fairfield County Commissioners)

Upon the motion of Commissioner David L. Levacy, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

Jeffrey M. Fix, President Steven A. Davis, Vice President David L. Levacy Absent Aye Aye

Board of County Commissioners Fairfield County, Ohio

#### 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.

this him

Bennett Niceswanger Board of County Commissioners Fairfield County, Ohio 2025-05.20.d

# A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Board of Elections; Fund # 2884 SOS 2025 Primary Election Funding

**WHEREAS,** additional appropriations are needed in the major expenditure object category for fund #2884, Secretary of State (SOS) 2025 Primary Election Funding; 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:

\$10,361.15	51288400	Personal Services
\$1,600.79	51288400	Fringe Benefits

Prepared by: Amy S. McCoy

# For Auditor's Office Use Only:

# Section 1.

\$10,361.15	51288400	512010
\$1,450.55	51288400	523000
\$150.24	51288400	522000

Salary, Part-Time Employee Retirement-PERS Medicare Signature Page

Resolution No. 2025-05.20.d

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Board of Elections; Fund # 2884 SOS 2025 Primary Election Funding

(Fairfield County Board of Elections)

Upon the motion of Commissioner David L. Levacy, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

Jeffrey M. Fix, President Steven A. Davis, Vice President David L. Levacy Absent Aye Aye

Board of County Commissioners Fairfield County, Ohio

### 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.

hohi

Bennett Niceswanger Board of County Commissioners Fairfield County, Ohio

2025-05.20.e

### A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Common Pleas Court; Fund # 2689, Adult Based Corrections

**WHEREAS,** additional appropriations are needed in the major expenditure object category for fund 2689, Adult Based Corrections; 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.** That the Fairfield County Board of Commissioners approves appropriating from unappropriated into the following major expenditure object category:

\$16,227.73; 13268921, Personal Services

Prepared by: Brian Wolfe

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

\$16,227.73

13268921 #; 511010 #; Salary, Employees

Signature Page

Resolution No. 2025-05.20.e

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Common Pleas Court; Fund # 2689, Adult Based Corrections

(Fairfield County Court of Common Pleas)

Upon the motion of Commissioner David L. Levacy, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

Jeffrey M. Fix, President Steven A. Davis, Vice President David L. Levacy Absent Aye Aye

Board of County Commissioners Fairfield County, Ohio

### 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.

hohi

Bennett Niceswanger Board of County Commissioners Fairfield County, Ohio

2025-05.20.f

# A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category –Fund #2852, Targeted Community Alternative to Prison

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 Fairfield County Board of Commissioners approves the transfer of appropriations into a major expenditure object category in the amount of \$20,899.55 as follows:

From:	12285203	<b>Contractual Services</b>
To:	12285203	Fringe Benefits

Prepared by: Brian Wolfe

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

Total Transfer of Appropriations \$20,899.55

From:	12285203, 530000, Contractual Services; \$17,387.24
To:	12285203, 521000, Health Insurance; \$17,387.24
From:	12285203, 530000, Contractual Services; \$3,202.80
To:	12285203, 523000, Retirement-Pers; \$3,202.80
From:	12285203, 530000, Contractual Services; \$309.51
To:	12285203, 522000, Medicare; \$309.51

Signature Page

Resolution No. 2025-05.20.f

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category –Fund #2852, Targeted Community Alternative to Prison

(Fairfield County Court of Common Pleas)

Upon the motion of Commissioner David L. Levacy, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

Jeffrey M. Fix, President Steven A. Davis, Vice President David L. Levacy Absent Aye Aye

Board of County Commissioners Fairfield County, Ohio

### 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.

hohi

Bennett Niceswanger Board of County Commissioners Fairfield County, Ohio

2025-05.20.g

# A resolution authorizing the donation of four PhaZZer's to Pickaway County Dog Warden

**WHEREAS,** the Fairfield County Dog Warden has four PhaZZer's that are no longer useful for county operations;

**WHEREAS**, the working status of the PhaZZer's is unknown;

**WHEREAS**, Ohio Revised Code 307.12 (D) allows for the donation of the property to a political subdivision of the state, such as the Pickaway County Dog Warden;

**WHEREAS**, the Fairfield County Dog Shetler recommends transfer of the PhaZZer's to the Pickaway County Dog Warden.

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

**Section 1.** That this Board of Commissioners approves the donation of the PhaZZer's to the Pickaway County Dog Warden.

Section 2. These items are not on the fixed asset inventory list.

Prepared by: Leighann Adams cc: Dog Warden

### Signature Page

Resolution No. 2025-05.20.g

A resolution authorizing the donation of four PhaZZer's to Pickaway County Dog Warden

(Fairfield County Dog Shelter)

Upon the motion of Commissioner David L. Levacy, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

Jeffrey M. Fix, President Steven A. Davis, Vice President David L. Levacy Absent Aye Aye

Board of County Commissioners Fairfield County, Ohio

### 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.

hohi

Bennett Niceswanger Board of County Commissioners Fairfield County, Ohio

2025-05.20.h

### A resolution authorizing the execution of an agreement for professional services between Ninigret Partners, LLC, and Fairfield County related to information and insights regarding the housing market and potential future housing needs throughout the county.

**WHEREAS,** Ninigret Partners, LLC shall provide educational tools to use with key stakeholders and developers regarding housing needs, guidance toward types of housing and potential amount of housing needed for a balanced housing market, examples and illustrations of the types and forms of housing and implications for design standards and zoning, and information regarding the potential impact on municipal, county and school services for different types of housing, and;

**WHEREAS,** Ninigret Partners, LLC scope of work will include a review of current conditions, a housing needs and impacts assessment, recommendations, and documentation comprising a 3-to-5 page executive summary, an annotated presentation of the data and findings, and a highlight of housing gaps in the market, and;

**WHEREAS,** the total fee for all work will be \$73,000 with Fairfield County contributing \$21,500.

# 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 hereby approves the agreement for professional services upon the approval of all other parties and upon approval of the Fairfield County Prosecutor's Office.

**Section 2.** This resolution shall take effect at the earliest date provided by law.

Prepared by: Anthony Iachini

cc: Economic and Workforce Development

In entering into a contract with Fairfield County (hereinafter "County"), a political subdivision of the State of Ohio, Ninigret Partners, LLC (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 extrajudicial 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.

Hurly President

Company Representative Signature and Title

Kevin Hively, Ninigret Partners Company Representative Name and Company

5/14/25

Date

# Ninigret | Partners

# FAIRFIELD HOUSING STUDY – DRAFT SCOPE / APPROACH

### PURPOSE

To provide Fairfield County and the City of Lancaster with information and insights regarding the housing market and potential future needs based on a series of socioeconomic factors. The goals of this are to provide county and city leadership with:

- Educational tools to use with key stakeholders and developers regarding housing needs;
- Guidance toward types of housing and potential amount of housing needed for a balanced housing market;
- Examples and illustrations of the types and forms of housing and implications for design standards and zoning; and
- Information regarding the potential impact on municipal, county and school services for different types of housing.

### **COMPONENT 1: CURRENT CONDITIONS**

- **1.1 Review of existing work.** The Team will work with Staff to collect and understand relevant local and regional plans and studies (completed or underway). Concurrently, the Team will request available data to support expected analysis.
- **1.2 Socio-demographic assessment.** The Team will prepare a socio-demographic assessment will be prepared that considers two geographic levels, Fairfield County and the City of Lancaster (an additional community additional cost is included in the fee section) with comparisons to the metro area. Indicators to be assessed include:
  - Population projections if they exist
  - Age and income distribution
  - Disability rates
  - Household structure types and size
  - Tenure (ownership vs rent) and trigger points
  - Population migration / resident turnover rates
  - Household formation rates
  - Job to housing ratios
  - Commuting patterns
  - Determine amount of naturally occurring affordable housing (NOAH)

- Evaluate Propensity to Change based on quantifying the number of housing units where the proportion of homeowners over near or at retirement age is high. Mapping these areas to highlight where services may be impacted in the future.
- **1.3 Existing housing assessment.** The Team will prepare an existing housing assessment for the County and the City of Lancaster. It will include:
  - A windshield survey to visually document the range of housing stock and conditions.
  - Analyzing County Assessors' data on housing to assess housing type, size, age, condition, and sales (based on county data available)
  - Certificates of occupancy for new construction
  - Analyzing building permit data (based on local government data availability) including rehab permit data, as well as certificates of occupancy for new units
    - Improvements dollar threshold more than \$10k to be checked with local officials on what is possible and what is a meaningful number the team will not match rehabbed units to assessors' data to avoid potential data matching issues which can require a substantial amount of time.
    - Certificates of occupancy to have a more accurate new unit count than new permits provide
  - Public housing including vouchers / supportive housing
  - Calculate existing actual housing densities
  - New multifamily construction unit types (bedroom mix)
  - Determine scale of rehab needs
    - Use HMDA data on rehab mortgages to get a sense of investment scale
  - Create "housing investment" area heat map
    - $\circ$  New sales / construction
    - Existing home sales
    - o Rehabs

# COMPONENT 2: HOUSING NEEDS AND IMPACTS

**2.1 Assess Housing needs.** There are several different methods to determine housing needs. The team proposes to triangulate "demand/need" by using multiple methods that can be easily replicated by the County/City, including:

- "Maintaining historic vacancy levels"
- o "Deviation from historic construction trends"
- Household formation compared to construction trend
- Match demographic information to types of housing being constructed to understand typology needs and order of magnitude estimates

• Translate economic forecasts and occupational characteristics to understand future workforce housing needs / target price points

**2.2 Understand housing impacts.** The team will analyze potential impacts on schools and government services from additional housing based on housing type.

• Impact on schools. Using data obtained from the county's various school districts, the Team will review current student projections and prepare an analysis that generalizes school impacts based on different housing types. The impacts from different housing types will be assessed based on working with the school districts and sampling different housing types for actual student yields. The team will also examine estimates from across the metro region if available. These impacts will include student yield per unit or per acre, and property tax base per acre and per student. This will require support from the school systems to calculate student yields. If school districts do not have the data or don't participate an alternative methodology such as a correlation analysis will be used.

# • Impact on municipal services

o Correlation analysis of staffing increases to household increases

# **COMPONENT 3: RECOMMENDATIONS**

**3.1 Recommendations menu and workshop with Staff**. The Team will prepare a menu of potential recommendations based on the above work. This menu will be discussed in a workshop with Staff to review the housing conditions, needs, impacts, and their implications. This workshop will serve as the basis for actions items to be included in the study.

### **COMPONENT 4: DOCUMENTATION**

**4.1** The final deliverable will be a 3-to-5-page executive summary, an annotated presentation of the data and findings including key housing product gaps in the market, plus an infographic on the housing situation in Fairfield County and Lancaster.

### FEES: \$ 73,000 assumes all expenses

Each additional community permit data as described in **1.3** (assuming no data matching to assessors' data): \$1500.00

This project will be done with assistance from Planning Next.

# **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))
<ul> <li>6. Sole Source (attach documentation as to why contract is sole source)</li> <li>7. Other: (cite to</li> </ul>
<ol> <li>Other: (cite to authority or explain why matter is exempt from competitive bidding)</li> </ol>
autionity of explain why matter is exempt from competitive blocking)
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/)
<ol> <li>Obtained 3 quotes for purchases under \$77,250.00 (as applicable)</li> <li>Purchase Order is included with Agreement</li> </ol>
5. 🔀 Executed Ohio Law Acknowledgment Form (ORC 307.901)
Signed this $15 \text{ H}$ day of $M_{\text{AY}}$ 20 $25$ .
althout, Anthony Iachini, Economic Development Coordinator
Name and Title
* Please note that this checklist only addresses County and statutory requirements. If a contract is paid for

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

# Agreement for Professional Services Between Fairfield County, Ohio and Ninigret Partners, LLC/

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and

between the \_\_\_\_\_\_ (the "Client,") and Ninigret Partners, LLC (the "Consultant").

WITNESSETH, in consideration of the mutual promises herein contained and the consideration therefore, the parties agree, as follows:

# **ARTICLE 1 - EMPLOYMENT OF CONSULTANT and PURPOSE OF CONTRACT**

The Consultant shall provide Fairfield County and the City of Lancaster with information and insights regarding the housing market and potential future needs based on a series of socioeconomic factors. The consultant will provide educational tools to use with key stakeholders regarding housing needs as outlined in the scope of services (see attachment 1).

# ARTICLE 2 - SCOPE OF SERVICES

See Attachment 1

# **ARTICLE 3 - RESPONSIBILITIES OF THE CLIENT**

The Client will:

- 3.1 Make available to the Consultant information as deemed pertinent by the Client to the Project, including any other data relative to the Project.
- 3.2 The Designee of the Client shall cooperate with the Consultant and shall coordinate all information needs and requests of the Consultant, including but not limited to, arranging for Consultant's access to various sources for information relevant to this Agreement.

# ARTICLE 4 - PERIOD OF SERVICE

The Consultant shall proceed with the services under this Agreement promptly and will diligently prosecute the work to completion in accordance with applicable standards. The Project shall proceed in a timely fashion and shall be completed within the time frame dictated by the Client and/or its Designee.

# **ARTICLE 5 - COMPENSATION**

- 5.1 For the services performed under this Agreement, the Client shall pay the Consultant a lump sum, not to exceed, fee of \$73,000.00 inclusive of expenses for the completion of tasks identified in Article 2.
- 5.2 Invoices shall be submitted monthly, itemize the work performed, and be subject to verification by the Client. Invoicing shall be based on percentage of the Project completed.

# ARTICLE 6 - GENERAL PROVISIONS

### 6.1 <u>Ownership</u>

It is understood that the Client is the exclusive owner of all work product developed by the Consultant for the Client and that the Consultant is prohibited from selling such work to other parties without the express consent of the Client.

No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant, except by written consent of the Client.

### 6.2 <u>Termination of Agreement</u>

Notwithstanding anything herein to the contrary, the Client may terminate this Agreement at any time by written notice to the Consultant. In such event, copies of all finished or unfinished documents, data, studies, and reports prepared by the Consultant under this Agreement shall become property of the Client, and the Consultant shall be entitled to receive just and equitable compensation of any satisfactory work completed to the date of termination. The Consultant's pre-existing or proprietary computer programs, software, information or materials developed by the Consultant outside of this Agreement shall remain the exclusive property of the Consultant.

This Agreement also may be terminated by either party immediately upon written notice to the other party should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

### 6.3 Modification of Contract

No waiver or modification of this Agreement or any covenants, conditions, or limitations herein contained shall be valid unless in writing and duly executed by both parties, and no evidence of any waiver or modification shall be offered or received in evidence in any proceedings, arbitration, or litigation between the parties arising out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed, and the parties further agree that the provisions of this section may not be waived except as herein set forth.

## 6.4 <u>Changes</u>

The Client may, from time to time, request changes in the scope of services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the scope of services or the amount of the Consultant's compensation and time of performance, which are mutually agreed upon by and between the Client and the Consultant, shall be incorporated in written amendments to this Agreement.

All notices required hereunder shall be forwarded by certified mail to:

<u>FOR THE CLIENT</u>: Rick Szabrak Economic and Workforce Development Director 4465 Coonpath Rd NW Carroll OH 43112

#### FOR THE CONSULTANT:

Kevin Hively Ninigret Partners, LLC 11 S. Angell St #494 Providence RI 02906

#### 6.5 Insurance

The Consultant shall maintain, during the life of this Agreement, Professional Liability Insurance (errors and omission), with limits of not less than ONE MILLION (\$1,000,000) Dollars. The Consultant shall also maintain, Automobile Insurance, Comprehensive General Liability Insurance (for bodily injury to persons or property in a sum not less than \$1 MILLION (\$1,000,000) Dollars per occurrence and not less than ONE MILLION (\$1,000,000) Dollars general aggregate) and Workers' Compensation Insurance (at statutory limits) for work to be performed under this Agreement.

The Consultant agrees to maintain such insurance in full force and effect in a company or companies satisfactory to the Client. All coverage shall remain in effect until the completion of the Agreement. The liability policies shall name the Client as an additional insured.

Certificates of insurance issued by the Consultant's insurance carrier and counter-signed by authorized agent or representative of the insurance company will be provided to the Client. In the event of cancellation for nonpayment, the Client may pay premiums due by the Consultant and deduct the said payment from the amounts then or subsequently owed to the Consultant.

## 6.6 Equal Employment Opportunity

The Consultant shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and shall incorporate the following requirements in any sub-contracts:

The Consultant will not discriminate or permit discrimination against any employee or applicant or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation or physical disability. The Consultant shall take affirmative action to insure that applicants and employees are treated without regard for race, color, religious creed, age, marital status, national origin, sex, mental retardation or physical disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

The Consultant further agrees to provide the City with such information requested concerning the employment practices and procedures of the Consultant.

#### 6.7 Liability

The Consultant shall indemnify, defend, and hold harmless the Client, its members, agents, employees, and independent contractors from any and all claims, suits, actions, damages, and costs (including attorneys' and other professional fees) resulting from its errors, omissions, and/or negligent acts in the performance of the services covered by this Agreement. Such liability shall be limited to the amount of professional liability insurance coverage required hereunder, and shall not extend to liability arising from work performed or delivered by others, whether or not such third party work is or has been reviewed by the Consultant.

The Client acknowledges that the work performed by the Consultant may result in forward looking statements subject to change and variability as market conditions change. As such, great caution needs to be taken when reviewing the materials and applying the work.

Neither the Client's review, approval or acceptance of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

#### 6.8 Dispute Resolution/Choice of Law/Venue

This agreement shall for all purposes be construed and enforced under and in accordance with the laws of the State of Ohio and shall have deemed to have been executed in Fairfield County, Ohio. Further, the parties agree to submit to the jurisdiction of, and agree that the venue is proper in the courts of the Fairfield County, Ohio, and the United States District Court for the Southern District of Ohio, Eastern Division.

#### 6.9 Prohibition Against Payments

The Consultant warrants that no person, agency or entity has been employed or retained by it to solicit or secure the Agreement upon any understanding or agreement for a bonus, Client, percentage, brokerage or contingent fee. For breach or violation of this warranty, the Client shall have the right to cancel this Agreement for cause and to recover the full amount of the bonus, Client, percentage, brokerage or contingent fee.

#### 6.10 Laws and Regulations

The Consultant shall comply with all applicable laws, ordinances, codes and regulations of the Federal, State and local governments in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CLIENT

By: Signature

Date: 5/20/2025

Steve Davis, Commissioner Name and Title

NINIGRET PARTNERS, LLC

By:

Keim D. Hurly

Signature

Date: 5/14/25

Kevin Hively, President Name and Title Prosecutor's Approval Page

Resolution No.

A resolution authorizing the execution of an agreement for professional services between Ninigret Partners, LLC, and Fairfield County related to information and insights regarding the housing market and potential future housing needs throughout the county.

(Fairfield County Economic & Workforce Development)

Approved as to form on 5/19/2025 10:07:16 AM by Amy Brown-Thompson,

(Anny Brown Thompson

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

#### Signature Page

Resolution No. 2025-05.20.h

A resolution authorizing the execution of an agreement for professional services between Ninigret Partners, LLC, and Fairfield County related to information and insights regarding the housing market and potential future housing needs throughout the county.

(Fairfield County Economic & Workforce Development)

Upon the motion of Commissioner David L. Levacy, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

Jeffrey M. Fix, President Steven A. Davis, Vice President David L. Levacy Absent Aye Aye

Board of County Commissioners Fairfield County, Ohio

#### 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.

this him

Bennett Niceswanger Board of County Commissioners Fairfield County, Ohio

2025-05.20.i

## A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Economic and Workforce Development; Fund # 1001

**WHEREAS,** additional appropriations are needed in the major expenditure object category for Fund #1001; 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 fund 1001 into the following major expenditure object category:

\$51,500 12100101 contractual services

Prepared by: Angel Conrad

Appropriate from Unappropriated For Auditor's Office Use Only:

\$51,500 12100101-530000

**Contract Services** 

Signature Page

Resolution No. 2025-05.20.i

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Economic and Workforce Development; Fund # 1001

(Fairfield County Economic & Workforce Development)

Upon the motion of Commissioner David L. Levacy, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

Jeffrey M. Fix, President Steven A. Davis, Vice President David L. Levacy Absent Aye Aye

Board of County Commissioners Fairfield County, Ohio

#### 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.

hohi

Bennett Niceswanger Board of County Commissioners Fairfield County, Ohio

2025-05.20.j

## A resolution to approve loan documents to fund Cakes Creatively by Crystal DBA Porters Coffee House as a Fairfield County Revolving Loan project.

**WHEREAS,** a Revolving Loan Fund program has been established by the Fairfield County Board of Commissioners for the purpose of encouraging and promoting economic expansion and increased employment opportunities within Fairfield County pursuant to Resolution 91-06.13.e; and

**WHEREAS,** the Fairfield County Revolving Loan Fund has been established in accordance with the requirements of the U.S. Department of Commerce and Economic Development Administration; and

**WHEREAS,** a Loan Review Committee has been established as part of the Fairfield County Revolving Loan Fund plan, adopted by the Fairfield County Board of Commissioners, Resolution 91-06.18.k, and amended pursuant to Resolution 05-07.19.f; and

**WHEREAS,** the Loan Review Committee met on May 6, 2025 to review an application for funding by Cakes Creatively by Crystal DBA Porters Coffee House through the Fairfield County Revolving Loan Fund; and

**WHEREAS,** the Loan Review Committee voted to recommend the attached loan application for approval to the Fairfield County Board of Commissioners; and

**WHEREAS**, the Prosecuting Attorney has approved the agreement and loan documents as to legal form.

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

**Section 1.** That the Fairfield County Board of Commissioners affirms, accepts, and approves the attached loan documents, requesting \$50,000.00 in Revolving Loan Fund financing to assist with building and renovation of a parking area at the coffee shop; and

2025-05.20.j

## A resolution to approve loan documents to fund Cakes Creatively by Crystal DBA Porters Coffee House as a Fairfield County Revolving Loan project.

**Section 2.** That the President of the Board of Commissioners is hereby authorized to execute and sign any documents pertaining to this loan.

Prepared by: Vince Carpico cc: Economic and Workforce Development

# Fairfield County Revolving Loan Fund Application

## I. Eligibility

The following questions are designed to help determine if the project/loan application meets the guidelines established by the governmental agencies, such as the Economic Development Administration (EDA) and the Ohio Development Services Agency, that have provided the funding to establish the Fairfield County Revolving Loan Fund. There are two separate funds that the Fairfield County Economic Development Department administers for the Revolving Loan Fund. The Economic Development Administration (EDA) fund can be used anywhere within the county but the Ohio Development Services Agency cannot be used within the boundaries of the City of Lancaster since it already receives Community Development Block Grant (CDBG) money. Additionally, if the applicant is awarded funds from the CDBG they will be required to make a concerted effort to collect additional data from job applicants and hire low - moderate income individuals. Depending on account balances, project location and other factors, the Fairfield County Economic Development Department will choose whether EDA or CDBG funds are best suited for the applicant. The Fairfield County Economic Development Department retains the final authority in determining which loan fund the recipient will receive a disbursement from and the final authority in determining eligibility.

1. Is the business organized as a private, for-profit entity?

a Yes)

- b. No (project may be ineligible, please contact Economic Development)
- 2. Will the business be located in Fairfield County?

a. Yes

- b. No (project may be ineligible, please contact Economic Development)
- 3. If the business already exists does it employ less than 200 people?
  - a. (Yes)
  - b. No (project may be ineligible, please contact Economic Development)
  - c. N/A business does not currently exist
- 4. Is the loan to be used for an intra-family transaction, i.e. buying out another family member?

a. Yes (project may be ineligible, please contact Economic Development) b. No

5. Is the applicant(s) contributing at least 5% of the total project cost in cash or equity or 10% if it's a new business?

a. Yes

- b. No (project may be ineligible, please contact Economic Development)
- 6. For every \$25,000 borrowed (\$1 \$25,000) one full-time equivalent job must be created or retained within two years. A full-time equivalent job is defined as an employee that works at least 35 hours per week or a group of employees who combine to work at least 35 hours per week. Does the business seeking funding create/retain at least one full-time equivalent job for every \$25,000 borrowed?
  - a. (Yes)
  - b. No (project may be ineligible, please contact Economic Development)

- 7. Is applicant/business current on all tax liabilities?
  - a.(Yes)
  - b. No (project may be ineligible, please contact Economic Development)
- 8. Does the business have, or commit to creating, an equal opportunity policy?
  - b. No (project may be ineligible, please contact Economic Development)

## II. Applicant Information

List personal information for individuals who own 20% of more of the business seeking to borrow funds from one of the revolving loan funds. Copy and use additional pages from this document if necessary.

	Crystal Alvard
Applicant Name	Cakes Creatively by Crystal dba Porters Coffee House
Applicant E-Mail	porters coffee house@gmail.com
Applicant Phone	614-783-4830 Crystal Alward
Applicant Personal Residence Address	9118 Someset Rd Thornwille Ohn 43076
Business Title (CEO, etc.)	Ohner
Percent Ownership	100%

- 1. Does the applicant(s) have experience owning a business?
  - a. Yes
  - b. No
    - i. If so, how many years of experience? \_\_\_\_

ii. Describe the business previously owned:

Cake busihess Coffee Shop Bakery

20

- 2. Does the applicant(s) possess industry experience related to this business venture?
  - b. No
- 3. Does the applicant(s) have formal or specialized training that will increase the likelihood of this venture's success?

a. Yes, describe: Current Successful Coffee Shops X3 No

- 4. Has the applicant(s) ever filed for bankruptcy?
  - a. Yes

If yes, please provide additional information:

5. Is the applicant(s) up-to-date on all other loans and obligations, both business and personal, including taxes and child support?

If no, please provide additional information:

- 6. If the applicant(s) were to be funded would the business qualify as a:
  - (a.)Women owned business
    - b. Minority owned business
  - c. Low-moderate income individual owned business
  - d. None of the above

## III. Business Information

Business Name	Cakes Creatively by Crystal dba Porters coffee Hause +Be	aker
	194 W. Church ST Pickeribston Oh 43147	
	614-783-4830	
Structure – LLC, LP, LLP, etc.	5-60-P	

9. Is the business reusing/redeveloping currently vacant/blighted space?

a. (Yes)- reuse/redevelop

b. No – new build

10. Is the business a start-up (less than 2 years old)?



**Jobs to be created**: with few exceptions, projects involving Fairfield County Revolving Loan Fund dollars must create net new full-time equivalent jobs within two years or retain jobs within the county. Please indicate the number of full-time and part-time positions that will be created and what those positions are.

	Full-Time Positions	Part-Time Positions	Description of Positions and estimated wages
Current Employment	13		Bakery / Custumer Service (445/hrs.perweek Worked by staff
Year 1	14		Worked by staff
Year 2			
Retained Jobs:	13		

# IV. Loan Information

Depending on account balances, project location and other factors, the Fairfield County Economic Development Department may choose to use EDA or CDBG funds for all applications. Terms reflected are the maximum allowable and the review committee may offer terms other than those reflected here.

	Bank Finance	Owner Finance	Other	RLF Loan Finance	RLF Max Term
Land	\$	\$	\$	\$	EDA – 20 year
Building Acquisition	\$	\$	\$	\$	EDA – 20 year
Building Construction	\$	\$	\$	\$	EDA – 20 year
Building Renovation	\$	\$10,000	\$	\$ 45,000	EDA – 20 year
Machinery & Equipment	\$ 	\$	\$	\$	EDA – 10 year
Furniture & Fixtures	\$	\$	\$	\$	EDA – 10 year
Norking Capital	\$ 	\$	\$	\$	EDA – 5 year
OTAL	\$	\$ (min of 5% current business; 10% for start up)	\$	\$	

# If applying for financing for machinery and equipment what is the useful life of the asset(s)?

 1.

 2.

 3.

 4.

- 2. All loans must be secured with some sort of collateral, such as a lien on personal property or business assets. Describe what is being put up for collateral below. Additionally, define what position the RLF would have on the asset. For example, if putting up your home but you have a mortgage (1<sup>st</sup> position) and you are also using it as collateral for the bank business loan (2<sup>nd</sup> position) and would like to also use it as collateral for the RLF, the RLF would be 3<sup>rd</sup> position. Work with your banker to determine which position the RLF would fall in or call the Economic Development Department with questions.
- 3. Are you requesting an interest-only payment until the business is operational?

Anticipated date of business opening: \_\_\_\_\_\_ b. No Note: All projects must be completed within 12 months of cash disbursement

# V. Additional Loan Requirements

Please initial on the following lines to demonstrate that you understand the following conditions of the loan should your application be approved by the review committee. This is not intended to be an exhaustive or all-encompassing list and other terms and conditions may be present in the final loan documentation:

- 1. Loan recipients are required to meet with staff members of the Economic Development Department annually and demonstrate that they have met, or are working towards, employment targets. Financial, tax records, worker compensation, payroll and other information that support this may be required for verification of this information. Initials:
- 2. To ensure that public resources are being used effectively, and to mitigate risk of the loan, the applicant may be required to submit financial and other information to the Economic Development Department with appropriate notice. Alternatively, the staff may request that the primary lender share information on the status of the loan with the RLF. Initials
- 3. The Economic Development Department may require the applicant to meet with staff before presenting the loan application to the review committee. Initials
- 4. The applicant agrees to pay for the costs of filing all mortgages and liens. Initials:
- 5. The applicant may be required to obtain key man life insurance and agrees to comply with this requirement and keep an active policy throughout the life of the loan. Initials

6. The applicant certifies that to the best of their knowledge they are not related by blood, marriage, law or business arrangement to any member of the Revolving Loan Review Committee or the Fairfield County Commissioners or their staff or that they will disclose this information should any of these relationships exist. Initials

While a majority of the funds available for disbursement are from the Economic Development Administration a sizable amount of the loan fund is provided by the State of Ohio's Community Development Block Grant program (CDBG). In addition to the requirements discussed elsewhere CDBG projects are required to furnish supplemental information including:

- 1. If working capital is included in the loan the applicant will provide a monthly status update to staff (CDBG). Initials
- 2. In the event that an environmental review, archeological/historic review, UCC filing, FEMA flood insurance, etc. are required for disbursement of the loan (CDBG) the borrower will pay for all costs associated with the environmental review. Initials
- 3. In the event that the loan is approved for a CDBG loan the applicant agrees that 51% of the jobs will be made available to low and moderate income individuals. Further the applicant agrees to keep a file of verification of this information or consider referrals from Job and Family Services for employees. The Economic Development Department will provide the necessary training and forms for compliance. Initia

## CERTIFICATION; I/We certify:

(a) All information in this application and the exhibits is true and complete to the best of my/our knowledge and is submitted to the Revolving Loan Fund Committee in order that the Revolving Loan Fund Committee may decide whether to grant a loan or to participate with a lending institution in a loan for my/our proposed project.

(b) I/We give assurance that I/we will comply with Sections 112 and 113 of Volume 13 of the Code of Federal Regulations. These code sections prohibit discrimination on the grounds of race, color, sex, religion, marital status, handicap, age or national origin by recipients of federal financial assistance and require appropriate reports and access to books and records. These requirements are applicable to anyone who buys or takes control of the business. I/We realize that if I/we do not comply with these non-discrimination requirements, the Revolving Loan Fund Committee can call, terminate or accelerate repayment of the loan.

Authority to Collect Personal Information: This information is provided pursuant to Public Law 93-579 Privacy Act of 1974). Effect of Non-disclosure: Omission of an item means your application may not receive full consideration.

I/We authorize disclosure of all information submitted in connection with this application to the Revolving Loan Fund Committee and its consultants. I/We understand that all information may be subjected to public review under Public Disclosure Laws.

As consideration for any Management and Technical assistance which may be provided,

I/we waive all claims against the Revolving Loan Fund Committee and its consultants.

Signature WUSTa Printed Company Name/Officer Name/Title Dy Orystal 4/23/25 DBA & PORTERS COFFEE House & Bakery **Application Checklist** 

- Completed application.
- ✓ Letter from primary lender (the bank) stating why they are unable to fully fund the project's loan; the Revolving Loan Fund will not be used to compete with traditional lenders.
- ✓ Application fee of \$250 made payable to Fairfield County Commissioners (checks will not be cashed unless the Committee approves the loan).
- ✓ Personal guarantee of borrower if they will/do own more than 20% of the company.
- ✓ 3 years of tax returns (business).
- ✓ 3 years of tax returns (personal)
- ✓ 3 years of business financial statements (balance sheet/income statement).
- ✓ Current business financial statement.
- ✓ Schedule of existing business loans.
- ✓ Corporate resolution/articles of incorporation.
- ✓ Lease or purchase commitment.
- Personal financial statement.
- ✓ Projected financial statement and monthly cash flow analysis (if start up).
- ✓ Copy of business plan.
- ✓ Resume of company owners/managers.
- Description of employment practices and other civil rights information, such as equal opportunity statement, if applicable.

<u>All applications are due on the 1<sup>st</sup> Tuesday of the month to give staff enough time to review</u> <u>documentation</u>. Requests will be heard by the RLF Loan Review Committee in person mid-<u>month</u>. Not all aspects of this checklist will apply to every loan. It is intended to serve as general guidance to the borrower. We are always available to take your calls and answer your questions. Feel free to contact Rick Szabrak, Economic Development Director, at <u>rick.szabrak@fairfieldcountyohio.gov</u> or 740-652-7160.





Committee	Revolving Loan Fund Loan Review Committee May 6, 2025 Meeting					
Members	<b>Committee Members Attending:</b> Randall Hunt, Matt Johnson, Commissioner Levacy, Matt Poston, Linda Sheridan, Jason Saul(virtual)					
	Staff Attending: Vince Carpico, Angel Conrad, Rick Szabrak					
	<b>Call to Order:</b> The Revolving Loan Fund Loan Review Committee was called to order on Tuesday, May 6, 2025 by Matt Johnson.					
Randall Hunt Matt Johnson	<b>Approval of Minutes:</b> The meeting minutes of the December 3, 2024 meeting were approved on a motion from Linda Sheridan and was seconded by Matt Poston. Motion carried unanimously.					
David Levacy	<b>Financials:</b> Vince Carpico shared the financial report. The balance for funds to loan out are: \$554,650.82 for EDA defederalized, \$118,153.35 for CDBG, and					
Brian Long Matt Poston	\$348,198.03 for EDA CARES Act. Mr. Carpico also shared the aging report for current clients to show payment history. Motion to accept the financial report was made by Matt Poston and was seconded by Linda Sheridan. Motion carried					
Jason Saul	unanimously.					
Linda Sheridan Mary Snider	<b>Old Business:</b> There was some discussion on ways to get the word out about the Revolving Loan Fund at the previous meeting; Vince Carpico gave an update and shared that Krile Communications was sending information out via social media.					
	<b>New Business:</b> The Loan Review Committee met with Crystal Alward, owner of Porters Coffee House and Bakery. After hearing about the proposed project, Linda Sheridan made a motion to lend Porters Coffee up to \$50,000 for 5 years at 4% interest, with Porters contributing 20% cash contribution towards the project. Motion was seconded by Matt Poston. Motion carried unanimously.					
	<b>Adjournment:</b> With no further business to discuss Commissioner Levacy made a motion to adjourn which was seconded by Matt Poston. The motion was carried unanimously, and the meeting was adjourned.					

ORIGINAL		Carrí L. Brown, phd, MBA, CGFM	Purchase Order			
		Fairfield County Auditor	Fiscal Year 2025	Page: 1 of 1		
		210 East Main Street Lancaster, Ohio 43130	THIS NUMBER MUST APPEAR ON ALL INVOICES PACKAGES AND SHIPPING PAPERS.			
[	B COUNTY COMMISSIONERS	Revisions: 000	Purchase Order #	25004460 - 00		
	210 E MAIN ST 3RD FLOORLLANCASTER, OH 43130		Delivery must be made within doors of specified destination.			
	ТО		Expiration Da	te: 12/15/2025		
	V CRYSTAL N. ALWARD PORTER'S COFFEE HOUSE AND BAKERY 194 W. CHURCH STREET PICKERINGTON, OH 43147	S H I P T O	COUNTY COMMISSIO 210 E MAIN ST 3RD F LANCASTER, OH 4313	FLOOR		

VENDOR PHONE NUMBER		NDOR PHONE NUMBER VENDOR FAX NUMBER REQUISITION NUMBER		DELIVERY REFERENCE	
614-783-4830			4888		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION	
05/15/2025	14482			COMM-ECONOMIC DEV	
NOTES					

#### PO Requisitioner Name : Angela Renee Conrad

E mail Address : angel.conrad@fairfieldcountyohio.gov

ITEM #	TEM # DESCRIPTION / PART #		QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	LOAN DISBURSEMENT		1.0	EACH	\$50,000.00	\$50,000.00
	GL Account: 12271800 - 530009	\$50,000.00				
	GL SUMMARY					
	12271800 - 530009 \$50,000.0					

Invoice Date / / /_/ COUNTY AUDITOR'S CERTIFICA	Invoice Amount \$	To Be paid	_//	Warrant #	
expenditure, for the above, has I	unt \$50,000.00 required to meet the contract, a been lawfully appropriated, authorized or directe of collection to the credit of the submitted Fur	d for such purpose and is in th	e		
Date. 03/13/2023	Auditor Fairfield Count	у, ОН	Purchase Ord	er Total	\$50,000.00

For Deparment Use ONLY



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

County Administrator Aundrea N. Cordle

Deputy County Administrator Jeffrey D. Porter

> Clerk Rochelle Menningen

## PERSONAL GUARANTEE – Page 1

**Borrower:** Cakes Creatively by Crystal DBA Porters Coffee House **Approved Loan Amount:** \$50,000.00 **Fund Source:** Fairfield County Revolving Loan Fund – CARES Act **Prepared:** May 20, 2025

FOR VALUE RECEIVED on May 20, 2025 from and as an inducement to Fairfield County, Ohio ("Lender") to loan certain funds (the "indebtedness") to **Cakes Creatively by Crystal DBA Porters Coffee House** a corporation, ("Borrower") in which **Crystal Alward** (hereinafter referred to as "Guarantor") hereby absolutely and unconditionally guarantee all obligations of the Borrower to Lender pursuant to this Agreement.

**Guarantor has a personal interest.** Guarantor does hereby personally guarantee absolutely and unconditionally the full and prompt payment to Lender of all indebtedness which Borrower has incurred or may incur for sums loaned to Borrower by Lender including without limitation all liabilities, obligations and amounts due or to become due by Borrower to Lender pursuant to a certain Loan Agreement and Promissory Note of even date between Lender and Borrower (including without limitation, interest, costs of collection and reasonable attorneys' fees).

Lender is not required to first seek collection from the Borrower. The liability of the Guarantor hereunder shall not be affected by the amount of money loaned to Borrower by Lender nor by any change in the form of Borrower's indebtedness nor by any extension or renewal thereof. Notice of acceptance of this guarantee or extension of credit hereunder, of default in payment, of change in form or renewal or extension of any said indebtedness or of any other matter with respect hereto is expressly waived. Guarantor waives any presentment, demand, protest, and any other notice in connection with, or regarding, this Personal Guarantee.

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

County Administrator Aundrea N. Cordle

Deputy County Administrator Jeffrey D. Porter

> Clerk Rochelle Menningen

## PERSONAL GUARANTEE – Page 2

**Borrower:** Cakes Creatively by Crystal DBA Porters Coffee House **Approved Loan Amount:** \$50,000.00 **Fund Source**: Fairfield County Revolving Loan Fund – CARES Act **Prepared:** May 20, 2025

**Waive Notice**. The undersigned waives notice of acceptance hereof and of all defaults or disputes with the Borrower, and of the settlement or adjustment of such defaults or disputes. The undersigned, without affecting the undersigned's liability hereunder in any respect, consents to and waives notice of all changes of terms, the withdrawal or extension of credit or time to pay, the release of the whole or any part of the indebtedness, the settlement or compromise of differences, the acceptance of release of security, the acceptance of notes, trade acceptances or any other form of obligation for the Borrower's indebtedness to the Lender, and the demand, protest, and notice of protest of such instruments or their endorsements. The undersigned also consents to and waives notice of any arrangements or settlements made in or out of court in the event of receivership, liquidation, readjustment, bankruptcy, reorganization, arrangement, or assignment for the benefit of Lender, and anything whatsoever, whether or not herein specified, which may be done or waived by or between Lender and the Borrower.

**Obligation and Certification**. The obligation of the undersigned is a primary, absolute, and unconditional obligation, and covers all existing and future indebtedness of the Borrower to the Lender. This obligation shall be enforceable against the undersigned before or after proceeding against the Borrower or against any security held by the Borrower, and shall be effective against the undersigned regardless of the solvency or insolvency of the Borrower at any time, the extension or modification of the indebtedness of the Borrower or against by operation of law, or the subsequent corporation reorganization, merger, or consolidation of the Borrower or any other change in the composition, nature, personnel, or location of the Borrower.

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

County Administrator Aundrea N. Cordle

Deputy County Administrator Jeffrey D. Porter

> Clerk Rochelle Menningen

## PERSONAL GUARANTEE – Page 3

**Borrower:** Cakes Creatively by Crystal DBA Porters Coffee House **Approved Loan Amount:** \$50,000.00 **Fund Source:** Fairfield County Revolving Loan Fund – CARES Act **Prepared:** May 20, 2025

The undersigned acknowledges that this guarantee is the undersigned's personal obligation and that the undersigned is not acting as an agent on behalf of the Borrower, notwithstanding any business affiliation between them or title identified below.

This guarantee shall for all purposes be deemed to be made in and shall be governed by laws of the State of Ohio and for purposes of enforcement each of the undersigned(s) consent to personal jurisdiction in the Fairfield County, Ohio Municipal Court and the Fairfield County, Ohio Court of Common Pleas.

This guarantee shall be binding upon the undersigned, as well as the undersigned's legal representatives and assigns, and shall inure to Lender's benefit and to the benefit of the Lender's successors and assigns.

The undersigned individually acknowledges that the undersigned has read the entirety of this Personal Guarantee and understands and agrees to all the terms thereof.

The undersigned hereby irrevocably authorizes any attorney-at-law to appear in any court of record in this state or in any other state in the united states after any installment of principal or interest hereunder becomes due and remains unpaid after notice and any applicable grace period, and waives the issuing and service of process and confesses a judgement against the undersigned in favor of the holder hereof for the amount of said note, together with the costs for suit and thereupon to release all errors and waive all rights of appeal.

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

County Administrator Aundrea N. Cordle

Deputy County Administrator Jeffrey D. Porter

> Clerk Rochelle Menningen

# PERSONAL GUARANTEE – Page 4

**Borrower:** Cakes Creatively by Crystal DBA Porters Coffee House **Approved Loan Amount:** \$50,000.00 **Fund Source:** Fairfield County Revolving Loan Fund – CARES Act **Prepared:** May 20, 2025

All persons now or hereafter liable for the payment of the principal or interest due on this Personal Guarantee, or any part thereof, do hereby expressly waive presentment for payment, notice of dishonor, protest and notice of protest, and agree that the time for the payment or payments of any part of the Note may be extended without releasing or otherwise affecting their liability on the Note, or their obligations under the lien securing this Note.

This Personal Guarantee is prepared and executed in the Fairfield County, Ohio on the date first set forth above.

**WARNING** – By signing this paper, you give up your right to notice and court trial. If you do not pay on time, a court judgement may be taken against you without your prior knowledge and the powers of a court can be used to collect from you regardless of any claims you may have against the creditor whether for returned goods, failure on its part to comply with the agreement, or any other cause.

**GUARANTOR:** 

Cd

Crystal Alward In Her Individual Capacity

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

County Administrator Aundrea N. Cordle

Deputy County Administrator Jeffrey D. Porter

> Clerk Rochelle Menningen

RLF PROMISSORY NOTE – Page 1 Borrower: Cakes Creatively by Crystal DBA Porters Coffee House Approved Loan Amount: \$50,000.00 Fund Source: Fairfield County Revolving Loan Fund – CARES Act Prepared: May 20, 2025

FOR VALUE RECEIVED, the undersigned **Crystal Alward**, **Owner**, and **Cakes Creatively by Crystal DBA Porters Coffee House**, a corporation organized under the laws of the State of Ohio, (collectively known as the "Borrower") hereby **jointly and severally** promise to pay to the order of Fairfield County, Ohio, a political subdivision of the State of Ohio, duly authorized and validly existing under and by virtue of the laws thereof, (hereinafter called "Lender"), the principal sum fifty thousand dollars (\$50,000), together with interest as hereinafter provided. The proceeds from the loan represented by this Promissory Note shall be applied only to provide funding for the building / renovation of a parking area at the coffee shop, (hereinafter called the "Project"). This is the Promissory Note referenced in that certain loan agreement of even date by and between the Fairfield County Board of Commissioners, a political subdivision of the State of Ohio, with primary offices located at 210 E. Main Street STE. 407, Lancaster, Ohio 43130, and Cakes Creatively by Crystal DBA Porters Coffee House, a corporation under the laws of the State of Ohio, with its primary offices located at 194 W. Church St. Pickerington OH 43147 (hereinafter called "Borrower"), as participating parties in the Fairfield County Revolving Loan Fund ("Loan Agreement").

#### **SECTION I. INTEREST**

- Interest. Interest on the proceeds of this promissory note shall be paid at the rate of 4.00 percent (4%) per annum on the amount disbursed. Proceeds of the loan shall be disbursed in accordance with the terms and conditions set forth in the Loan Agreement. Interest shall commence accruing on the date of the closing of the loan.
- 2. Prepayment. Prepayment of this Note may occur at any time without penalty.

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

County Administrator Aundrea N. Cordle

Deputy County Administrator Jeffrey D. Porter

> Clerk Rochelle Menningen

**RLF PROMISSORY NOTE – Page 2 Borrower:** Cakes Creatively by Crystal DBA Porters Coffee House **Approved Loan Amount:** \$50,000.00 **Fund Source:** Fairfield County Revolving Loan Fund – CARES Act **Prepared:** May 20, 2025

#### **SECTION II. REPAYMENT**

The principal disbursed and interest shall be paid as follows:

<u>1. Payments</u>. The first payment under this Promissory Note shall be due on July 1, 2025 and shall include principal and interest from the date of loan closing. The Borrower(s) shall commence making monthly payments in accordance with an amortization schedule attached to the loan agreement and to this Promissory Note, a copy of which amortization table is attached hereto and incorporated herein. For the 60-month term of the loan, the borrower shall repay principal and interest monthly as set forth in said amortization schedule. All monthly payments shall be due on the first day of each month following July 1, 2025. Monthly payments of principal and interest shall continue so that the remaining balance of principal and interest shall be paid in full no later than July 1, 2030.

 <u>Upon Sale or Refinancing</u>. The entire balance of the outstanding principal of this loan and all accrued unpaid interest thereon shall become immediately due and payable upon the bankruptcy, reorganization, syndication, dissolution, or liquidation of Borrower, at 194 W. Church St. Pickerington OH 43147.

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

County Administrator Aundrea N. Cordle

Deputy County Administrator Jeffrey D. Porter

> Clerk Rochelle Menningen

RLF PROMISSORY NOTE – Page 3 Borrower: Cakes Creatively by Crystal DBA Porters Coffee House Approved Loan Amount: \$50,000.00 Fund Source: Fairfield County Revolving Loan Fund - CARES Act Prepared: May 20, 2025

- 3. <u>Personal Guarantee and real property collateral</u>. This Promissory Note may be secured by the personal guarantee of **Crystal Alward**, individually, and/or by an executed mortgage against real property owned by Cakes Creatively by Crystal DBA Porters Coffee House.
- 4. <u>Default</u>. Upon default in the payment of (1) any installment of principal or interest when the same is due hereunder, or upon (2) a failure to perform any of the covenants or conditions contained in this Note, the Loan Agreement, or any other document signed by one or more of the Borrowers to secure the payment of the amounts due hereunder, and if such failure continues for fourteen (14) days after written notice of such default from the Lender to the Borrowers, then the entire principal hereof then remaining unpaid, together with all accrued interest, shall, at the option of the Lender, become immediately due and payable without any notice or demand.

## SECTION III. LIABILITY

The Borrower and **Crystal Alward, Owner,** jointly and severally agree to defend, indemnify, protect, and hold harmless both the United States Federal government and Fairfield County, Ohio and all of its officers, agents, and employees (collectively "the County") from and against any and all liabilities that the Federal government or the County may incur as a result of providing an RLF Loan Award to assist directly in the Project as well as any direct or indirect activities associated with the Project. These protections apply to the extent that the Federal government or the County may become potentially liable caused by operations of the RLF Recipient or any of its borrowers, predecessors, or successors.

## THIS AREA LEFT INTENTIONALLY BLANK

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

County Administrator Aundrea N. Cordle

Deputy County Administrator Jeffrey D. Porter

> Clerk Rochelle Menningen

RLF PROMISSORY NOTE – Page 4 Borrower: Cakes Creatively by Crystal DBA Porters Coffee House Approved Loan Amount: \$50,000.00 Fund Source: Fairfield County Revolving Loan Fund – CARES Act Prepared: May 20, 2025

## SECTION IV. CERTIFICATION

The undersigned and the endorsers, guarantors and sureties of this note and each of them hereby irrevocably authorize any attorney-at-law to appear in any court of record in this state or in any other state in the united states after any installment of principal or interest hereunder becomes due and remains unpaid after notice and any applicable grace period, and waive the issuing and service of process and confess a judgement against us and each of us in favor of the holder hereof for the amount of said note, together with the costs for suit and thereupon to release all errors and waive all rights of appeal.

All persons now or hereafter liable for the payment of the principal or interest due on this Promissory Note, or any part thereof, do hereby expressly waive presentment for payment, notice of dishonor, protest and notice of protest, and agree that the time for the payment or payments of any part of the Note may be extended without releasing or otherwise affecting their liability on the Note, or their obligations under the lien securing this Note.

This Promissory Note is prepared and executed in Fairfield County, Ohio.

**WARNING** – By signing this promissory note, you give up your right to notice and court trial. If you do not pay on time, a court judgement may be taken against you without your prior knowledge and the powers of a court can be used to collect from you regardless of any claims you may have against the creditor whether for returned goods, faulty goods, failure on its part to comply with the agreement, or any other cause.

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

County Administrator Aundrea N. Cordle

Deputy County Administrator Jeffrey D. Porter

> Clerk Rochelle Menningen

# **RLF PROMISSORY NOTE – Page 5**

**Borrower:** Cakes Creatively by Crystal DBA Porters Coffee House **Approved Loan Amount:** \$50,000.00 **Fund Source:** Fairfield County Revolving Loan Fund – CARES Act **Prepared:** May 20, 2025

**Cakes Creatively by Crystal DBA Porters Coffee House** 

lward, Owner

Approved as to form by the Fairfield County Prosecutor's Office

> ATTACHMENT: AMORITIZATION SCHEDULE

Fairfield County Commissioners Office • 210 East Main Street • Room 301 • Lancaster, Ohio 43130 P: 740-652-7090 • 614-322-5260 • F: 740-687-6048 • www.fairfieldcountyohio.gov



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

County Administrator Aundrea N. Cordle

Deputy County Administrator Jeffrey D. Porter

> Clerk Rochelle Menningen

RLF LOAN AGREEMENT - Page 1 Borrower: Cakes Creatively by Crystal DBA Porters Coffee House Approved Loan Amount: \$50,000 Fund Source: Fairfield County Revolving Loan Fund - CARES Act Prepared: May 20, 2025

**THIS AGREEMENT** is entered into by and between The Board of Fairfield County Commissioners, a political subdivision of the State of Ohio, with primary offices located at 210 E. Main St. Suite 407, Lancaster, Ohio 43130 (hereinafter called "County") and Cakes Creatively by Crystal, organized under the laws of the State of Ohio, with its primary offices located at 194 W. Church St. Pickerington, OH 43147 (hereinafter called "Borrower"), as participating parties in the Fairfield County Revolving Loan Fund.

In consideration of the loan (as herein defined), Borrower, as a participating party, and in consideration of County making the loan specified in this Agreement, covenants and agrees to the following commitments to be performed by the participating party: <u>Section 1</u>

- 1.1 Borrower, as a participating party, shall use funds for the building/ renovation of a parking area at the coffee shop as described in the RLF Loan Application Summary (Exhibit A), attached hereto and incorporated by reference as if fully set forth herein to be used by Borrower. The County will loan to the Borrower the sum of fifty thousand dollars (\$50,000.00) upon the terms and conditions of this Agreement.
- 1.2 The Borrower understands that the purpose of the Fairfield County Revolving Loan Fund is to support business activities for which credit may not otherwise be available.
- 1.3 The County reserves the right to recall the loan if this Agreement outlining the terms and conditions of the loan and/or the Fairfield County Revolving Loan Fund Plan are violated.

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

County Administrator Aundrea N. Cordle

Deputy County Administrator Jeffrey D. Porter

**RLF LOAN AGREEMENT - Page 2** 

**Borrower:** Cakes Creatively by Crystal DBA Porters Coffee House **Approved Loan Amount:** \$50,000 **Fund Source**: Fairfield County Revolving Loan Fund – CARES Act **Prepared:** May 20, 2025

#### Section 2 - Loan to Borrower by County

- 2.1 The County shall loan to Borrower the sum of fifty thousand dollars (\$50,000.00). The total sum of fifty thousand dollars (\$50,000.00) shall be used by the Borrower for the building / renovation of a parking area at the coffee shop as described in Exhibit A.
- 2.2 The loan shall be evidenced by a Promissory Note, and the terms and conditions of the loan shall be consistent with the following:
  - (a) Disbursement shall be through direct payment to Borrower.
  - (b) Interest Rate. The Promissory Note shall provide for interest at the rate of 4.00 percent (4%) per annum on the amount disbursed.
  - (c) Payments. The first payment under this Loan Agreement will be due on July 1, 2025 and the Borrower shall commence making monthly installment payments of principal and interest in accordance with an amortization schedule calculated to amortize the principal balance of the loan. A \$50,000 promissory note will be executed for a five (5) year term for the purposes of funding the building/ renovation of a parking area at the coffee shop. These monthly payments of principal and interest shall continue so that the remaining principal balance shall be paid at the end of the loan term as described in the amortization schedule.
  - (d) All loan payments shall be due and payable on the first of the month, with a grace period of fifteen (15) days. Any payments not received within the grace period shall be imposed a late fee of two percent (2%) of the monthly loan payment amount.
  - (e) Prepayment of the loan may occur at any time without penalty.

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Clerk Rochelle Menningen



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

Clerk

County Administrator Aundrea N. Cordle

**Rochelle Menningen** 

Deputy County Administrator Jeffrey D. Porter

## **RLF LOAN AGREEMENT – Page 3**

**Borrower:** Cakes Creatively by Crystal DBA Porters Coffee House **Approved Loan Amount:** \$50,000 **Fund Source**: Fairfield County Revolving Loan Fund – CARES Act **Prepared:** May 20, 2025

#### Section 2 - Loan to Borrower by County (Continued)

2.3 The Borrower may be asked to execute and deliver a Personal Guarantee in favor of the County, to repay credit issued. In case of a default, the unpaid principal and interest balance shall become immediately due and payable.

#### Section 3 - Loan Acknowledgement

- 3.1 Borrower acknowledges that the Loan is a Fairfield County Revolving Loan Fund loan which is being offered by the County to support business activities for which credit is not otherwise available on terms and conditions which would permit completion and/or the successful operation or accomplishment of the specific business activity for which the loan is being offered.
- 3.2 As an inducement to County to make this Loan, Borrower will create or retain a minimum of one (1) full-time equivalent position, which is defined as a job with at least thirty-five (35) payable hours per week, per twenty-five thousand dollars (\$25,000.00) of RLF funds ("Borrower's Job Obligations").
- 3.3 Borrower shall comply with all laws regarding non-discrimination and equal employment opportunity and follow all regulations for the Fairfield County Revolving Loan Fund.
- 3.4 Borrower shall cause these positions to be created or retained and staffed on or by twenty-four (24) months after the date the final disbursement of the Loan Funds has been made and shall thereafter keep these jobs filled while this Loan is outstanding.
- 3.5 If the holder of any such position resigns or is terminated for cause, such position shall be considered filled, provided Borrower is diligently pursuing a new employee for such position (which pursuit shall at a minimum include posting the job with OhioMeansJobs) and does not decline to hire a reasonably qualified applicant.
- 3.6 Borrower shall report annually to County on the status of its compliance with its Job Obligations.

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

County Administrator Aundrea N. Cordle

Deputy County Administrator Jetlrey D. Porter

> Clerk Rochelle Menningen

RLF LOAN AGREEMENT – Page 4 Borrower: Cakes Creatively by Crystal DBA Porters Coffee House Approved Loan Amount: \$50,000 Fund Source: Fairfield County Revolving Loan Fund – CARES Act Prepared: May 20, 2025

## Section 3 - Loan Acknowledgement (Continued)

- 3.7 Borrower represents and warrants that Borrower has obtained all federal, state, and local government approvals and reviews required by law to be obtained by Borrower for this project, and that Borrower will comply will all applicable federal and state regulations.
- 3.8 Borrower shall use the Fairfield County Revolving Loan Fund in compliance with federal, state, and local government laws, rules, and regulations.
- 3.9 The loan to the Borrower may become immediately due and payable to the County if the economic activity is moved outside the eligible lending area, Fairfield County, Ohio.
- 3.10 Borrower has disclosed to Lender any other federal funding sources that Borrower has applied for or received for purposes related to the EDA Loan Purpose, certifies that no EDA Loan proceeds will be used to fund expenses for which Borrower has received other federal funding, and acknowledges that should Lender determine that Borrower has received federal funding from multiple sources for identical expenses, Lender shall demand immediate repayment of the portion of the EDA Loan allocable to those expenses and may take any other action against Borrower permitted by the Loan Agreement and Related Documents, the EDA loan program, and applicable law.

#### Section 4 - Other Covenants and Warranties

4.1 Accuracy of Submissions. All documents and information submitted by the Borrower or the Guarantors to the County were, as of the date of submission, and now remain true, complete, and correct in all material respects. All financial statements submitted to the County in connection with the Loan are correct and complete and fairly present the financial condition of the Borrower or the Guarantor(s), as the case may be, as of the date or for the period therein stated; and there are no material contingent liabilities or obligations which are not duly noted therein.

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**Prepared:** May 20, 2025

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

County Administrator Aundrea N. Cordle

Deputy County Administrator Jeffrey D. Porter

> Clerk Rochelle Menningen

## RLF LOAN AGREEMENT – Page 5 Borrower: Cakes Creatively by Crystal DBA Porters Coffee House Approved Loan Amount: \$50,000 Fund Source: Fairfield County Revolving Loan Fund – CARES Act

## Section 4 - Other Covenants and Warranties (continued)

- 4.2 No Material Change. There has occurred no material change in the business, properties or condition, financial or otherwise, of the Borrower or the Guarantors since the date of their financial statements submitted to the County.
- *4.3* Taxes. All taxes and assessments due and payable by the Borrower and the Guarantor(s) have been paid or are being contested in good faith by appropriate proceedings and the Borrower have filed all tax returns which are required to be filed by any laws applicable thereto.
- 4.4 Good Standing. The Borrower and all Guarantors are duly organized, validly existing and in good standing under the laws of their respective states of organization and have the power and authority to own their property and to carry on their business in each jurisdiction in which they do business.
- 4.5 Authority and Compliance. The Borrower and each Guarantor have full power and authority to execute and deliver the Loan Documents to which each is a party and to incur and perform the obligations provided for therein, all of which have been duly authorized by all proper and necessary action of the appropriate governing body of Borrower and each such Guarantor. No consent or approval of any public authority or other third party is required as a condition to the validity of any Loan Document, and the Borrower, and each Guarantor is in material compliance with all laws and regulatory requirements to which each is subject except where failure to comply would not have a material adverse effect on the affairs and property of the Borrower or such Guarantor.

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

County Administrator Aundrea N. Cordle

Deputy County Administrator Jeffrey D. Porter

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## **RLF LOAN AGREEMENT - Page 6**

**Borrower:** Cakes Creatively by Crystal DBA Porters Coffee House **Approved Loan Amount:** \$50,000 **Fund Source**: Fairfield County Revolving Loan Fund – CARES Act **Prepared:** May 20, 2005

#### Section 4 – Other Covenants and Warranties (Continued)

- 4.6 Binding Agreement. This Loan Agreement and the other Loan Documents executed by the Borrower and each Guarantor constitute valid and legally binding obligations of the Borrower and each Guarantor enforceable in accordance with their respective terms, except as enforceability may be limited by: (1) applicable Bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the enforceability of creditors' rights generally; (2) the effect of applicable fraudulent conveyance and/or transfer laws, both state and federal; (3) general principles of equity (regardless of whether considered in a proceeding in equity or law) including, without limitation, the possible unavailability of specific performance, injunctive relief or any other equitable remedy; and (4) concepts of materiality, reasonableness, good faith and fair dealing.
- 4.7 Litigation. There is no proceeding involving the Borrower or any Guarantor pending or, to the knowledge of the Borrower, threatened before any court or governmental authority, agency or arbitration authority, except as disclosed to the County in writing and acknowledged by the County prior to the date of this Loan Agreement.
- 4.8 No Conflicting Agreements. There is no charter, bylaw, stock provision, or other document pertaining to the organization, power or authority of the Borrower or any Guarantor, and no provision of any existing agreement, mortgage, indenture or con-tract binding on the Borrower or any Guarantor, or affecting its or their property which would conflict with or in any way prevent the execution, delivery or carrying out the term of this Loan Agreement and the other Loan Documents.
- 4.9 Payment or Performance of Obligations. The Borrower defaults in the prompt payment (within any grace period allowed by the Note) or performance of any obligations under the Notes (after the expiration of any applicable notice and right to cure period contained in the Note), this Loan Agreement or any instrument or document securing the Loan; or in the prompt payment or performance when due of any other indebtedness, liabilities, or obligations to the County, whether now existing or here-after created or arising, direct or indirect, absolute or contingent; or there shall occur an event which, under the terms of the Notes or any instrument or document securing the Loan, would permit the County to accelerate the maturity of the Loan.

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## BOARD OF COMMISSIONERS



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

County Administrator Aundrea N. Cordle

Deputy County Administrator Jeffrey D. Porter

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## RLF LOAN AGREEMENT – Page 7

**Borrower:** Cakes Creatively by Crystal DBA Porters Coffee House **Approved Loan Amount:** \$50,000 **Fund Source**: Fairfield County Revolving Loan Fund – CARES Act **Prepared:** May 20, 2025

## Section 5 - Reporting and Evaluation

5.1 Borrower, as a participating party, shall submit to the county, when so requested, copies of year-end Financial Statements, as applicable, and Federal Tax Returns, to be reviewed as part of the annual evaluation of the loan.

## Section 6 - Miscellaneous

- 6.1 This Agreement is subject to Section 319 of Public Law 101-121, which added Section 1352, regarding lobbying restrictions, to Chapter 13 or Title 31 of the United States Code. The new section is explained in the common rule, 15 CFR Part 28 (55FR 6736-6748, 2/26/90). Each bidder/applicant/recipient of this contract, subcontract, or sub-grant and sub-recipients are generally prohibited from using Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with this award.
- 6.2 Amendments. The provisions of this Loan Agreement, the Promissory Note or any instrument or document executed pursuant hereto or securing the indebtedness may be amended or modified only by an instrument in writing signed by the parties hereto.
- 6.3 Borrower certifies that any representation or warranty made by the Borrower herein, or in any report, certificate, financial statement, or other writing furnished in connection with or pursuant to the Loan Agreement is accurate, complete, and correct.
- 6.4 Borrower, as a participating party agrees that any duty authorized representative of the County shall, at all reasonable times and with prior notice and due regard to safety considerations, have access to any portion of the project in which they are involved; and the period of such right to access shall be until Borrower closes out the loan.
- 6.5 The loan is subject to compliance with the Fairfield County Revolving Loan Fund Plan, which is available to Borrower upon request.

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## BOARD OF COMMISSIONERS



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

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RLF LOAN AGREEMENT – Page 8 Borrower: Cakes Creatively by Crystal DBA Porters Coffee House Approved Loan Amount: \$50,000 Fund Source: Fairfield County Revolving Loan Fund – CARES Act Prepared: May 20, 2025

## Section 7 - Prevailing Wage Rates and Labor Standards for Construction-related Projects

- 7.1 Davis-Bacon Act. In accordance with section 602 of PWEDA (42 U.S.C. § 3212), all laborers and mechanics employed by contractors or subcontractors on construction-related projects receiving investment assistance under PWEDA (which includes funds provided pursuant to this Loan Agreement) shall be paid wages not less than those prevailing on similar construction in the locality, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. *See* 13 CFR § 302.13. Therefore, Borrower must comply with and must further ensure that any contractor or subcontractor complies with Davis-Bacon prevailing wage rates where construction work is completed in whole or in part with funds provided pursuant to this Loan Agreement. Where the land facilitating construction is purchased in whole or in part with funds provided pursuant to this Loan Agreement, this prevailing wage requirement extends to construction work, including that which is not directly paid for with funds provided pursuant to this Loan Agreement.
- 7.2 Certified Payroll Records. Borrower agrees to require each contractor and subcontractor who performs work on a construction-related project to submit weekly certified payroll records to Borrower consistent with Davis-Bacon Act requirements. Borrower shall additionally require each contractor and subcontractor to maintain certified payroll records for a period of at least 3 years after all work on the construction-related project is completed. Borrower shall submit a complete copy of all certified payroll records to the County at the time of completion of all work on the construction-related project.
- 7.3 Affidavit of Compliance for Each Contractor and Subcontractor. Borrower agrees to require each contractor and subcontractor who performs work on a construction-related project to submit an Affidavit of Compliance with Federal Prevailing Wage at the time of completion of all work on the construction-related project. Borrower shall submit a copy of each Affidavit to the County at the time received by Borrower.
- 7.4 Contract Work Hours and Safety Standards Act. Borrower must ensure that every contractor, or subcontractor complies with the Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701, et seq.), which provides work hour standards for every laborer and mechanic employed by a contractor or subcontractor in the performance of certain work financed at least in part with Federal funds (which includes funds provided pursuant to this Loan Agreement).
- 7.5 Borrower's Responsibility for Compliance. Borrower shall require that all contractors and subcontractors comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations. Borrower agrees to indemnify and hold harmless the County from any and all liability for non-compliance with any law or regulation by Borrower, its contractors, or subcontractors.

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## 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

## **RLF LOAN AGREEMENT – Page 9**

**Borrower:** Cakes Creatively by Crystal DBA Porters Coffee House **Approved Loan Amount:** \$50,000 **Fund Source:** Fairfield County Revolving Loan Fund – CARES Act **Prepared:** May 20, 2025

## Section 8 - Certification

Except as otherwise prohibited herein, the terms of the Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

This Agreement is hereby executed and delivered by the parties hereto on the dates set forth below by their respective signatures, as follows:

WITNESS OR ATTEST:

Borrower

Crystal Alward, Owner Cakes Creatively by Crystal DBA Porters Coffee House

Approved as to form by the Fairfield County Prosecutor's Office Fairfield County, Ohio

Fairfield County Board of Commissioners

Date:

ATTACHMENTS: Exhibit A

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Prosecutor's Approval Page

Resolution No.

A resolution to approve loan documents to fund Cakes Creatively by Crystal DBA Porters Coffee House as a Fairfield County Revolving Loan project

(Fairfield County Economic & Workforce Development)

Approved as to form on 5/15/2025 4:07:10 PM by Austin Lines,

Resolution No. 2025-05.20.j

A resolution to approve loan documents to fund Cakes Creatively by Crystal DBA Porters Coffee House as a Fairfield County Revolving Loan project

(Fairfield County Economic & Workforce Development)

Upon the motion of Commissioner David L. Levacy, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

Jeffrey M. Fix, President Steven A. Davis, Vice President David L. Levacy Absent Aye Aye

Board of County Commissioners Fairfield County, Ohio

### 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.

hohi

Bennett Niceswanger Board of County Commissioners Fairfield County, Ohio

2025-05.20.k

A resolution to approve a Memorandum of Understanding (MOU) for the commitment of funds to Hocking College from the Super Rapids funds previously awarded to Fairfield County through an MOU between Fairfield County and the Ohio Department of Higher Education (ODHE)

**WHEREAS,** Section 381.635 of Amended Substitute House Bill 33 of the 135<sup>th</sup> General Assembly of the State of Ohio allocated funds to Fairfield County via ODHE; and

**WHEREAS,** the ODHE executed an MOU with Fairfield County with terms beginning July 1, 2024, and ending June 30, 2025 with an option for a no-cost extension if funds are not spent by June 30, 2025: and

**WHEREAS,** ODHE for State Fiscal Year 2025 distributed to Fairfield County, in One installment, the funds allocated by the General Assembly, of which there were \$590,000 committed to Hocking College for purchasing equipment; and

**WHEREAS,** Fairfield County agrees to reimburse Hocking College for their purchases for these programs, not to exceed \$590,000, through the attached MOU; and

**WHEREAS,** Fairfield County agrees to utilize \$390,000 originally allocated to Hocking College for building and land improvements on County property to be utilized by Hocking College.

# 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 commit \$590,000 of the Super Rapids funds to Hocking College through the approval of the attached MOU.

Prepared by: Angel Conrad cc: Economic & Workforce Development

## MEMORANDUM OF UNDERSTANDING BY AND BETWEEN FAIRFIELD COUNTY AND Hocking College

This Memorandum of Understanding ("MOU") is entered into by and between Fairfield County ("FC") having its principal place of business at 210 East Main Street, Lancaster, Ohio 43130 and Hocking College (HOCKING) having its principal place of business at 3301 Hocking Pkwy, Nelsonville, Ohio 45764.

WHEREAS, Section 381.635 of Amended Substitute House Bill 33 of the 135th General Assembly appropriated funds to FC for Super RAPIDS (hereinafter "Funds"); and

WHEREAS, FC and HOCKING agree to enter into this MOU to document that the General Assembly allocated funds to HOCKING via the FC and

**NOW THEREFORE**, in consideration of the mutual covenants and promises set forth herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, FC and HOCKING (individually, a "party"; collectively the "parties") agree as follows:

#### **ARTICLE I: USE OF FUNDS**

Funds will be used for the following purposes:

- HOCKING will purchase equipment for programs located at the Fairfield County Workforce Center or other County Property as detailed in Attachment A. All equipment purchased with the Funds outlined in this MOU will physically remain at the Fairfield County Workforce Center or other Fairfield County property and may not be relocated to Hocking College campuses outside of Fairfield County.
- Additional funds appropriated to HOCKING will be retained by FC to be used for improvements in areas utilized for training programs provided by HOCKING at the Fairfield County Workforce Center.
- HOCKING will comply with all applicable state and federal laws in the expenditure of the Funds and agrees to require an audit of these funds as specified in Article VI: Audit.
- FC will submit a Fiscal Expenditure Report ("FER") each fiscal year of the MOU to odhefiscalreports@highered.ohio.gov, as noted in Article III: Distribution of Funds.

#### ARTICLE II: TERM OF THE MOU

The term of this MOU begins on July 1, 2024, and ends June 30, 2025, unless the Ohio Department of Higher Education (ODHE) extends the Super RAPIDS grant completion deadline in which case the term of this MOU will end on the date the ODHE deems the Super Rapids funds to expire.

### **ARTICLE III: DISTRIBUTION OF FUNDS**

- 1) For State Fiscal Year 2025, FC agrees to distribute to HOCKING, an amount not to exceed five hundred ninety thousand and 00/100 dollars (\$590,000.00) for purchasing equipment in accordance with Article I: Use of Funds and Attachment A. HOCKING will request funds from FC using existing invoicing procedures.
- 2) In addition, HOCKING was allocated an additional three hundred ninety thousand and 00/100 (\$390,000.00) from RAPIDS funding to go toward improvements and equipment at the Fairfield County Workforce Center. These funds will be retained by FC for improvements to areas to be used for training programs provided by HOCKING. This includes two hundred fifty thousand and 00/100 dollars (\$250,000.00) to be used toward the construction of a training lot at the Fairfield County Airport for Certified Driver's Licenses (CDL) and one hundred forty thousand and 00/100 (\$140,000.00) to be used toward building improvements for the construction laboratories at the Fairfield County Workforce Center. HOCKING will have first right of refusal for offering programs in these improved areas.
- 3) HOCKING agrees to provide information to FC for its annual Fiscal Expenditure Report to the Ohio Department of Higher Education.
- 4) Budget Modifications:
  - a) HOCKING understands that modifications to the approved budget of less than 10% are allowable under this Agreement and do not require FC approval, but any modification under 10% requires notification to FC which can be sent via email to Rick Szabrak <u>Rick.Szabrak@FairfieldCountyOhio.gov</u>.
  - b) HOCKING agrees that requests for modifications to the proposed budget of 10% or more, must be approved and signed by FC in advance, pursuant to Article XI, Amendments or Modifications of this Agreement. Requests for budget modifications can be submitted via email to Rick Szabrak at <u>Rick.Szabrak@FairfieldCountyOhio.gov.</u>
- 5) It is mutually agreed and understood that the total amount to be distributed by FC to HOCKING under this MOU shall in no event exceed five hundred ninety thousand and 00/100 dollars (\$590,000.00).
- 6) It is further mutually agreed and understood that an additional three hundred ninety thousand and 00/100 (\$390,000.00) that was allocated to HOCKING shall be retained by FC to be expended by FC for the improvements contemplated in this Article III, paragraph 2.

#### **ARTICLE IV: TERMINATION**

This MOU may be terminated as follows:

- 1) By mutual consent of the parties.
- 2) If the General Assembly fails at any time to continue funding for the payments and other obligations set forth herein, FC's obligations under this MOU are terminated as of the date the funding expires and FC shall have no further obligations hereunder. If FC discovers or is notified of the discontinuation of funding for this MOU, then FC agrees to notify HOCKING of said discontinuation as soon as is practicable. Any work performed by HOCKING under the MOU after it receives such notice shall be at the sole expense of HOCKING.

### ARTICLE V: CERTIFICATION AND AVAILABILITY OF FUNDS

The MOU is subject to the provisions of Ohio Revised Code §126.05 and §126.07. It is expressly understood by the parties that none of the rights, duties, and obligations described in this MOU shall be binding on either party until all statutory provisions under the Ohio Revised Code have been complied with and until such time as all necessary funds are made available and forthcoming from the appropriate state agencies.

#### ARTICLE VI: AUDIT

HOCKING shall require their annual financial statement audit include a review of funds received and spent under this MOU, for compliance with Amended Substitute House Bill 33 of the 135th General Assembly. This review can be included with the annual Ohio Compliance Supplement testing required by the Auditor of State. HOCKING will be liable for any audit exception that results solely from its acts or omissions in the performance of this MOU. HOCKING shall notify FC of any noncompliance audit exception found during the audit.

#### ARTICLE VII: RIGHTS IN DATA, PATENTS, AND COPYRIGHT

HOCKING shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or material prepared pursuant to this MOU. No such documents or other materials produced (in whole or in part) with funds provided to HOCKING by FC shall be subject to copyright in the United States or other country.

#### ARTICLE VIII: COMPLIANCE WITH LAW

HOCKING agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder. HOCKING acknowledges that its employees are not employees of FC with regard to the application of the Fair Labor Standards Act minimum wages and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code and for state revenue and tax laws, state workers' compensation laws and state unemployment insurance laws. HOCKING accepts full responsibility for payment of all taxes including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by HOCKING in the performance of the work authorized by this MOU.

### **ARTICLE IX: NOTICE**

Any notice required hereunder shall be made in writing and shall be accomplished by personal delivery, facsimile, or by United States certified mail, return receipt requested, postage prepaid, addressed to the party at the address set forth below or such other address as said party shall hereafter designate in writing to the other party.

- Aundrea N. Cordle
   County Administrator
   Fairfield County
   210 East Main Street
   Lancaster, Ohio 43130
   Phone: (740) 652-7890
   Email: aundrea.cordle@fairfieldcountyohio.gov
- Hocking College Attn: Jarrod Tudor Hocking College 3301 Hocking Pkwy Nelsonville, OH 45764 tudorj@hocking.edu

#### ARTICLE X: GOVERNING LAW

This MOU shall be construed under and in accordance with the laws of the State of Ohio.

#### ARTICLE XI: AMENDMENTS OR MODIFICATION

Except for modifications of less than 10% to budget allocations made pursuant to Article III, Distribution of Funds, no amendment or modification of this Agreement shall be effective against either party unless such amendment or modification is set forth in writing and signed by both parties.

#### ARTICLE XII: DRUG AND ALCOHOL-FREE WORKPLACE

HOCKING shall comply with all applicable federal, state, and local laws regarding smoke free and drug free workplaces and shall make a good faith effort to ensure that any of its employees or permitted subcontractors engaged in the work being performed hereunder do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

#### ARTICLE XIII: ENTIRE AGREEMENT

This MOU constitutes the entire agreement of the parties hereto and supersedes any prior understandings or written or oral communications between the parties respecting the subject matter hereof.

## **ARTICLE XIV: WAIVER**

The waiver or failures of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

#### ARTICLE XV: SEVERABILITY

If any provision of this agreement is found invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, said provision shall be severed. The validity, legality, and enforceability of all other provisions of this MOU shall not in any way be affected or impaired unless such severance would cause this agreement to fail of its essential purpose.

#### ARTICLE XVI: SUCCESSORS AND ASSIGNS

Neither this MOU, nor any rights, duties, nor obligations hereunder may be assigned, or transferred in whole or in part, by HOCKING without the prior written consent of FC.

#### **ARTICLE XVII: HEADINGS**

The headings herein are for reference and convenience only. They are not intended and shall not be construed to be a substantive part of this MOU or in any other way to affect the validity, construction, interpretation, or effect of any of the provisions of this MOU.

IN WITNESS WHEREOF, the parties have executed this MOU on the day and year set aside by their respective signatures.

Fairfield County By: Title: ( Date:

Hocking Coller

## Attachment A

# Fairfield County Workforce Center Ohio Biennial Budget Request FY 2024-2025

Hocking University Programs	Ohio Biennial Budget Request FY2024-2025
CDL Trucks	\$240,000
Water/Wastewater Management Training Equipment	\$200,000
Industrial Maintenance Equipment	\$150,000
Total HOCKING Program Funds	\$590,000

Prosecutor's Approval Page

Resolution No.

A resolution to approve a Memorandum of Understanding (MOU) for the commitment of funds to Hocking College from the Super Rapids funds previously awarded to Fairfield County through an MOU between Fairfield County and the Ohio Department of Higher Education (ODHE)

(Fairfield County Economic & Workforce Development)

Approved as to form on 5/14/2025 2:35:10 PM by Steven Darnell,

Resolution No. 2025-05.20.k

A resolution to approve a Memorandum of Understanding (MOU) for the commitment of funds to Hocking College from the Super Rapids funds previously awarded to Fairfield County through an MOU between Fairfield County and the Ohio Department of Higher Education (ODHE)

(Fairfield County Economic & Workforce Development)

Upon the motion of Commissioner David L. Levacy, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

Jeffrey M. Fix, President Steven A. Davis, Vice President David L. Levacy Absent Aye Aye

Board of County Commissioners Fairfield County, Ohio

## 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.

this him

Bennett Niceswanger Board of County Commissioners Fairfield County, Ohio 2025-05.20.I

## A resolution to appropriate from unappropriated in a major expenditure object category EMA Fund 2707/8348 EMPG Grant Fy24[EMA]

**WHEREAS,** additional appropriations are needed in the major expenditure object category for 2707/8348 FY24 EMPG Grant; and

**WHEREAS,** appropriate from unappropriated will allow proper accounting in the major expenditure object category; and

**WHEREAS,** an account to account transfer will also allow for 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.** The Fairfield County Board of Commissioners appropriate from unappropriated into the following category:

12270724 \$30,192.00 Capital Outlay

**Section 2.** That the transfer of appropriations in the amount of \$9,808.00. is hereby authorized as follows:

- FROM: 12270724 Personnel Services -\$6,000.00 12270724 Fringe Benefits -\$3808.00
- TO: 12270724 Capital Outlay +\$9808.00

Prepared by: Christy Noland cc: EMA

# A resolution to appropriate from unappropriated in a major expenditure object category EMA Fund 2707/8348 EMPG Grant Fy24[EMA]

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

12270724 574000 Vehicle \$30,192.00

**Section 2.** That the transfer of appropriations in the amount of \$9,808.00. is hereby authorized as follows:

- FROM: 12270724 511010 Salary -\$6,000.00 12270724 521000 Health Insurance -\$3808.00
- TO: 12270724 574000 Vehicle +\$9808.00

Prepared by: Christy Noland cc: EMA

Resolution No. 2025-05.20.1

A resolution to appropriate from unappropriated in a major expenditure object category EMA Fund 2707/8348 EMPG Grant Fy24[EMA]

(Fairfield County Emergency Management Agency)

Upon the motion of Commissioner David L. Levacy, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

Jeffrey M. Fix, President Steven A. Davis, Vice President David L. Levacy Absent Aye Aye

Board of County Commissioners Fairfield County, Ohio

## 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.

hohi

Bennett Niceswanger Board of County Commissioners Fairfield County, Ohio

2025-05.20.m

## 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:

\$75,000.00 16202401- 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:

16202401-543000 \$75,000.00

Prepared by: Julie Huggins cc: Engineer

Resolution No. 2025-05.20.m

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

(Fairfield County Engineer)

Upon the motion of Commissioner David L. Levacy, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

Jeffrey M. Fix, President Steven A. Davis, Vice President David L. Levacy Absent Aye Aye

Board of County Commissioners Fairfield County, Ohio

### 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.

hohi

Bennett Niceswanger Board of County Commissioners Fairfield County, Ohio

2025-05.20.n

## A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle to engineering consulting services.

**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 appropriate from unappropriated into the following category:

\$50,000.00 16202405-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 to engineering consulting services.

# For Auditor's Office Use Only:

16202405-530020 \$50,000.00

Prepared by: Julie Huggins cc: Engineer

Resolution No. 2025-05.20.n

A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle to engineering consulting services.

(Fairfield County Engineer)

Upon the motion of Commissioner David L. Levacy, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

Jeffrey M. Fix, President Steven A. Davis, Vice President David L. Levacy Absent Aye Aye

Board of County Commissioners Fairfield County, Ohio

### 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.

hohi

Bennett Niceswanger Board of County Commissioners Fairfield County, Ohio

2025-05.20.0

## A Resolution to Approve Advertising for the 2025 Resurfacing Project.

**WHEREAS,** the County Engineer is requesting approval to advertise for bids for the 2025 Resurfacing Project.

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

**SECTION 1:** that this Board of County Commissioners does hereby grant approval for the County Engineer to advertise for the 2025 Resurfacing Project.

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

Prepared by: Cheryl Downour cc: Engineering Office

Resolution No. 2025-05.20.0

A Resolution to Approve Advertising for the 2025 Resurfacing Project.

(Fairfield County Engineer)

Upon the motion of Commissioner David L. Levacy, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

Jeffrey M. Fix, President Steven A. Davis, Vice President David L. Levacy Absent Aye Aye

Board of County Commissioners Fairfield County, Ohio

## 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.

the fin

Bennett Niceswanger Board of County Commissioners Fairfield County, Ohio 2025-05.20.p

# A resolution to approve an Equipment Lease Agreement with the City of Lancaster, Ohio.

**WHEREAS,** the City of Lancaster and the Fairfield County Engineer recognize the need for increased efficiency and cooperation in local government and are actively pursuing means to make better use of taxpayer dollars and reduce the financial strain on their respective constituents; and

**WHEREAS,** the City of Lancaster and the Fairfield County Engineer recognize that the sharing of equipment and resources for the common good is an effective means to make better use of public funds; and

**WHEREAS,** an opportunity exists for the Fairfield County Engineer to lease paving and resurfacing equipment, for the benefit of the Fairfield County Engineer, from the City of Lancaster, at times when the equipment would otherwise not be in use and under terms mutually beneficial to both Parties; and

**WHEREAS,** the Commissioner have the statutory authority to enter into such an agreement under Ohio Revised Code 307.15; and

**WHEREAS,** the Fairfield County Engineer is recommending that this Board of Commissioners sign the attached Lease Agreement with the City of Lancaster for the stated fees and per the terms in the attached Agreement.

# 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 approve and sign the Lease Agreement with the City of Lancaster, for the stated fees and per the terms of the attached Agreement.

**SECTION 2:** that the Clerk of this Board furnish the County Engineer with a copy of this signed Agreement for further action.

Prepared by: Cheryl Downour cc: Engineering Office

### EQUIPMENT LEASE

THIS EQUIPMENT LEASE (the "Lease") is made and entered on the <u>8</u><sup>th</sup> day of <u>MAY</u> 2025 by and between the City of Lancaster, an Ohio municipal corporation, with offices located at 104 East Main Street, Room 102, Lancaster, Ohio 43130 (the "City" or "Lessor"), and the Fairfield County Commissioners, with offices located at 210 East Main Street, Room 301, Lancaster, Ohio 43130 (the "Commissioners" or "Lessee"), by and through the Office of the Fairfield County Engineer, with offices located at 3026 West Fair Avenue, Lancaster, Ohio 43130 (the "Engineer").

## **RECITALS**

WHEREAS, the City and the Commissioners recognize the need for increased efficiency and cooperation in local government and are actively pursuing means to make better use of taxpayer dollars and reduce the financial strain on their respective constituents; and

WHEREAS, the City and the Commissioners recognize that the sharing of equipment and resources for the common good is an effective means to make better use of public funds; and

WHEREAS, the Commissioners have the statutory authority to enter into such an agreement under Ohio Rev. Code 307.15; and

WHEREAS, an opportunity exists for the Commissioners to lease paving and resurfacing equipment, for the benefit of the Engineer, from the City, at times when the equipment would otherwise not be in use and under terms mutually beneficial to both Parties.

#### **TERMS**

**NOW**, **THEREFORE**, **for** adequate consideration, the sufficiency of which is hereby acknowledged, and intending to be legally bound, the City and Commissioners agree as follows:

- 1. EQUIPMENT. Lessee agrees to lease from Lessor the equipment more specifically described in the attached Exhibit "A" (the "Equipment") pursuant to the terms and conditions below.
- 2. TERM. This Lease shall commence as of the date first set forth above and shall run through the <u>3151</u> day of <u>66660560</u>, 2025 This Lease term may be modified, or the Lease may be renewed for subsequent term(s), by mutual agreement of the parties in writing.
- 3. **RENT.** Lessee agrees to pay and deliver to Lessor rent in the amounts specified on Exhibit B. Lessee shall deliver the first month's rent on or before the 10<sup>th</sup> day following commencement of the Lease and shall pay the remaining balance in full on or before the 30<sup>th</sup> day following the end of the Lease term. All rent payments shall be addressed and delivered to Lessor as set forth in Section 21 below. If the term does not start on the first day of the month or end on the last day of a month, the rent will be prorated accordingly.

- 4. SECURITY DEPOSIT. No security deposit shall be required as part of this Lease.
- 5. DEFAULT BY LESSEE. If Lessee fails to perform or fulfill any obligation under this Lease, including but not limited to Lessee's failure to properly use, maintain, or preserve the Equipment, Lessee shall be in default. Subject to any statute, ordinance, or law to the contrary, Lessee shall have seven (7) days from the date of notice of default by Lessor to cure the default. In the event Lessee does not cure a default, Lessor may at Lessor's option (a) cure such default and/or (b) declare Lessee in default. In the event of default, Lessor may, as permitted by law, re- take possession of the Equipment.
- 6. POSSESSION AND SURRENDER OF EQUIPMENT. Lessee shall be entitled to possession of the Equipment on the first day of the Lease term. On or before the last day of the Lease term, Lessee shall surrender the Equipment to Lessor by delivering the Equipment to Lessor or Lessor's agent in good condition and working order, ordinary wear and tear excepted, as it was at the commencement of the Lease. Unless otherwise agreed to by the Parties, in writing, the transfer of possession of the Equipment both at the commencement and expiration of the Lease term shall take place at Lessor's facility as set forth in Section 21 below.
- 7. USE OF EQUIPMENT. Lessee shall only use the Equipment for its designed and intended purpose. Lessee furthermore shall exercise due care, at all times, to operate, maintain, and store the Equipment in a careful and proper manner, in accordance with all laws, rules, statutes, ordinances, and manufacturer specifications and recommendations.
- 8. INSPECTION. Prior to the start of the initial or any subsequent Lease term, Lessee or Lessee's agent shall have the right to inspect the Equipment. By taking possession of the Equipment, Lessee acknowledges that the Equipment is in an acceptable condition and in good working order.
- 9. MAINTENANCE, DAMAGE AND LOSS. During the term of the Lease, Lessee will, at Lessee's sole expense, keep the Equipment clean and in good working order and repair. Lessee shall only use additional chemicals, additives, and/or emulsion products to the manufacturer's specifications for any equipment covered under this Agreement. Should the Equipment become damaged or otherwise worn out while in Lessee's possession, Lessee is responsible for repairing the Equipment so that the Equipment is delivered to the Lessor in good working order at the end of the Lease term or otherwise reimbursing Lessor for the parts and labor necessary to repair the Equipment. In the event the Equipment is lost or damaged beyond repair, Lessee shall ensure that the Equipment is replaced to the Lessor to Lessor's satisfaction; in addition, the obligations of this Lease shall continue in full force and effect through the term.

- 10. INSURANCE AND LIABILITY. During the term of the Lease and while Lessee is in possession of the Equipment, the Equipment shall be fully covered under Lessee's general insurance policy. Lessee shall additionally be responsible, at its sole cost and expense, for any Worker's Compensation Insurance related to the use of the Equipment and/or any related projects. Upon request by Lessor, Lessee shall provide proof of such insurance.
- 11. **RESPONSIBILITY.** Each party to this Lease shall be responsible for any negligent acts and/or negligent omissions committed by itself, its agents, and/or its employees. Each party shall be responsible to defend itself, its agents, and/or its employees and shall pay any judgments and costs arising out of such negligent acts and/or negligent omissions, and nothing in this Lease shall impute or transfer any such responsibility from one party to the other party.
- 12. ENCUMBRANCES, TAXES AND OTHER LAWS. Lessee shall keep the Equipment free and clear of any liens or other encumbrances and shall not permit any act whereby Lessor's title or rights may be negatively affected. Lessee shall be responsible for complying with and conforming to all laws and regulations relating to the possession, use or maintenance of the Equipment. Furthermore, Lessee shall promptly pay all taxes, fees, licenses, and governmental charges, together with any penalties or interest thereon, relating to the possession, use or maintenance of the Equipment.
- 13. LESSOR REPRESENTATIONS. Lessor represents and warrants that it has the right to lease the Equipment as provided in this Lease and that Lessee shall be entitled to quietly hold and possess the Equipment, and Lessor will not interfere with that right as long as Lessee pays rent in a timely manner and performs all other obligations under this lease.
- 14. OWNERSHIP. The Equipment is and shall remain the exclusive property of Lessor.
- 15. SEVERABILITY. If any part or parts of this Lease shall be held unenforceable for any reason, the remainder of this Lease shall continue in full force and effect. If any provision of this Lease is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
- **16. ASSIGNMENT**. Neither this Lease nor Lessee's rights hereunder are assignable except with Lessor's prior, written consent.
- 17. **BINDING EFFECT**. The covenants and conditions contained in the Lease shall apply to and bind the parties and the heirs, legal representatives, successors and permitted assigns.
- **18. GOVERNING LAW**. This Lease shall be governed by and construed in accordance with the laws of the State of Ohio.
- **19. NOTICE.** Any notice required or otherwise given pursuant to this Lease shall be in writing and shall be delivered as follows:

TO LESSOR:TO LESSEE:Timothy DeitzJeremiah UppLDOT SuperintendentFairfield County Engineer815 Lawrence Street3026 W. Fair AvenueLancaster, OH 43130Lancaster, OH 43130tdeitz@ci.lancaster.oh.usjdupp@co.fairfield.oh.us

Either Party may change such addresses providing timely notice to the other Party.

- 20. ENTIRE AGREEMENT. This Lease constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Lease. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified only in writing and must be signed by both Lessor and Lessee.
- **21. CUMULATIVE RIGHTS.** Lessor's and Lessee's rights under this Lease are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.
- **22. WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease. The acceptance of rent by Lessor does not waive Lessor's right to enforce any provisions of this lease.
- 23. ADDITIONAL TERMS & CONDICTIONS. Nothing in this Lease shall serve to create any type of agency, employment, or partnership relationship between the parties

IN WITNESS WHEREOF, the City and Commissioners have caused this Lease to be executed as of the day and year first above written.

FOR LESSOR:

Carrie Woody Service-Safety Director City of Lancaster, Ohio

F **DR LE** SEF Fairfield County, missioner / OF

Commissioner / Fairfield County, Ohio

Commissioner / Fairfield County, Ohio

Jeremiah D. Upp, P.E., P.S. Fairfield County Engineer

Approved as to form:

Mitchell R. Harden (0095629) Assistant Law Director City of Lancaster, Ohio

Amy L. Brown-Thompson (0070511) Assistant Prosecuting Attorney Fairfield County Prosecutor's Office

## EXHIBIT A SCHEDULE OF EQUIPMENT

Description	Value
One (1) Etnyre 10' Hydrostatic Drive Chipspreader	\$ 247,055.00
One (1) 2000-Gallon Etnyre Centennial Distributor	\$ 142,547.00
One (1) Bomag BW11RH Rubber Tire Roller	\$ 62,837.00

## <u>EXHIBIT B</u> LEASE RATES

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Description	Weekly	Monthly	
Etnyre 10' Hydrostatic Drive Chipspreader	\$2833.00	\$8500.00	
2000-Gallon Etnyre Centennial Distributor	\$2833.00	\$8500.00	
Bomag BW 11RH Rubber Tire Roller	\$1000.00	\$3000.00	

# **ROUTING FORM FOR CONTRACTS**

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.
A. Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
B. Goods and/or Services in excess of \$77,250.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
C. Dublic Improvement contracts – competitively selected pursuant to R.C. 153.08-153.12
D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
F. The subject matter was exempt from competitive selection for the following reason(s):
<ol> <li>Under \$77,250.00</li> <li>State Term #: (copy of State Term Contract must be attached)</li> <li>ODOT Term #: (See R.C. 5513.01)</li> <li>Professional Services (See the list of exempted occupations/services under R.C. 307.86)</li> <li>Emergency (Follow procedure under ORC 307.86(A))</li> <li>Sole Source (attach documentation as to why contract is sole source)</li> <li>Other: (cite to authority or explain why matter is exempt from competitive bidding)</li> </ol>
G. Agreement not subject to Sections A-F (explain):
H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
<ol> <li>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</li> <li>No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <a href="http://ffr.ohioauditor.gov/">http://ffr.ohioauditor.gov/</a>)</li> <li>Obtained 3 guotes for purchases under \$77,250,00 (as applicable)</li> </ol>
4. Purchase Order is included with Agreement
5. Executed Ohio Law Acknowledgment Form (ORC 307.901)
Signed this day of, 20

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.\*

## Prosecutor's Approval Page

Resolution No.

A resolution to approve an Equipment Lease Agreement with the City of Lancaster, Ohio.

(Fairfield County Engineer)

Approved as to form on 5/15/2025 3:20:03 PM by Steven Darnell,

Resolution No. 2025-05.20.p

A resolution to approve an Equipment Lease Agreement with the City of Lancaster, Ohio.

(Fairfield County Engineer)

Upon the motion of Commissioner David L. Levacy, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

Jeffrey M. Fix, President Steven A. Davis, Vice President David L. Levacy Absent Aye Aye

Board of County Commissioners Fairfield County, Ohio

## 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.

hohi

Bennett Niceswanger Board of County Commissioners Fairfield County, Ohio

2025-05.20.q

# A resolution to approve the plat for the Fairfield Park and a Resubdivision of Lots 11 & 12 of Hubbard Industrial Park.

**WHEREAS,** the City of Lancaster is developing a parcel(s) of land within the municipal corporation limits called Fairfield Park and Resubdivision of Lots 11 & 12 of Hubbard Industrial Park; and

**WHEREAS,** North Columbus Street (CR37) will remain within the County, and the additional right-of-way will be dedicated to the Fairfield County Commissioners; and

**WHEREAS,** the Final Plat delineates a total of 40 feet of right-of-way dedication along North Columbus Street associated with said development; and

**WHEREAS,** the Fairfield County Commissioners and the Fairfield County Engineer will be accepting said right-of-way and turn lane improvements for the County; and

**WHEREAS,** the Fairfield County Engineer will accept future turn lanes (within the right-of-way) associated with this development once all improvements have been completed, inspected, and approved; and

**WHEREAS,** the Fairfield County Engineer is advising this Board that the plat for the Fairfield Park and a Resubdivision of Lots 11 & 12 of Hubbard Industrial Park has been completed; and

**WHEREAS,** the County Engineer is requesting that this Board of Commissioners sign the plat cover sheet.

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

**SECTION 1:** that the Clerk of this Board return the signed plat cover sheet, together with the signed copy of this Resolution, to the County Engineer for further action.

Prepared by: Cheryl Downour cc: Engineering Office

Resolution No. 2025-05.20.q

A resolution to approve the plat for the Fairfield Park and a Resubdivision of Lots 11 & 12 of Hubbard Industrial Park.

(Fairfield County Engineer)

Upon the motion of Commissioner David L. Levacy, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

Jeffrey M. Fix, President Steven A. Davis, Vice President David L. Levacy Absent Aye Aye

Board of County Commissioners Fairfield County, Ohio

## 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.

hohi

Bennett Niceswanger Board of County Commissioners Fairfield County, Ohio

2025-05.20.r

# A resolution to amend the certificate, update receipt line item & request for appropriations for Fairfield County Family Children First Council; # 7521, Sub-Fund #8194.

**WHEREAS,** receipt lines and expenditure lines need updated for expected calendar year activity, and

**WHEREAS,** monies will be used for safety items and incentives for at risk families to prevent abuse and neglect in Fairfield County,

## 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 Appropriate from Unappropriated funds in the amount of \$15,000.00:

\$10,000.00; 60819420, Materials and Supplies \$5,000.00; 60819420, Contractual Services

Prepared by: Brandi Downhour, Budget Manager cc:

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

## Section 1.

Total Additional Appropriations of \$15,000.00

60819420; 560000; Materials and Supplies; \$10,000.00 60819420; 530000; Contractual Services; \$5,000.00

**Section 2.** Issue an Amended Certificate in the amount \$15,000.00 to credit of Fund 7521.

**Section 3.** Request that the Fairfield County Auditor, on behalf of the Budget Commission, update receipt line:

60819420 436400 Contributions & Donations in the amount of \$15,000.00

Prepared by: Brandi Downhour, Budget Manager

Signature Page

Resolution No. 2025-05.20.r

A resolution to amend the certificate, update receipt line item & request for appropriations for Fairfield County Family Children First Council; # 7521, Sub-Fund #8194.

(Fairfield County Family and Children First Council)

Upon the motion of Commissioner David L. Levacy, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

Jeffrey M. Fix, President Steven A. Davis, Vice President David L. Levacy Absent Aye Aye

Board of County Commissioners Fairfield County, Ohio

#### 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.

hohi

Bennett Niceswanger Board of County Commissioners Fairfield County, Ohio

2025-05.20.s

### 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 - \$96.00

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: \$96.00

Prepared by: Brandi Downhour, Budget Manager

cc: Jamie Ehorn, Fairfield County Health Department

#### Signature Page

Resolution No. 2025-05.20.s

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)

Upon the motion of Commissioner David L. Levacy, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

Jeffrey M. Fix, President Steven A. Davis, Vice President David L. Levacy Absent Aye Aye

Board of County Commissioners Fairfield County, Ohio

#### 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.

this him

Bennett Niceswanger Board of County Commissioners Fairfield County, Ohio

2025-05.20.t

## A resolution to appoint an authorized representative from Fairfield County Protective Services to serve as a member of the Safe Opportunities Foster Alliance.

**WHEREAS,** Safe Opportunity Foster Alliance ("SOFA") was formed as an Ohio nonprofit corporation pursuant to Articles of Incorporation filed with the Ohio Secretary of State on April 2, 2025, to serve the needs of foster children and families in southeastern Ohio; and

**WHEREAS,** pursuant to such Articles of Incorporation and SOFA's adopted Code of Regulations, Fairfield County Protective Services is a Member of SOFA and is represented by Fairfield County Job and Family Public Children Services Agency ("PCSA") relative to child and family services; and

**WHEREAS,** Section 2.1(c) requires each Member to pay initial membership dues of \$45,000 in the aggregate per-PCSA representation; and

**WHEREAS,** Resolution 2025-03.04.h was previously approved allowing the County Administrator the authority to sign a letter of intent for Fairfield County Protective Services to contribute towards a Children's Wellness Center project; and

**WHEREAS,** Section 2.2 of SOFA's Code of Regulations authorizes the appointing authority of each Member per-PCSA representation to appoint by resolution an authorized representative (an "Authorized Representative") to act on behalf of the Member at Member meetings; and

**WHEREAS,** the Fairfield\_County Board of Commissioners is the appointing authority for Fairfield County; 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, STATE OF OHIO:

## A resolution to appoint an authorized representative from Fairfield County Protective Services to serve as a member of the Safe Opportunities Foster Alliance.

**Section 1.** Fairfield County Protective Services, is hereby authorized and directed to pay the SOFA initial membership dues of Fairfield County as required by Section 2.1(c) of SOFA's Code of Regulations. Such dues equal Fairfield County's full payment of its initial \$45,000 membership dues.

**Section 2**. The Fairfield County Board of Commissioners hereby appoints Sarah Fortner, in her official capacity as Protective Services Deputy Director, to serve as the County's authorized representative to act on behalf of Fairfield County as a Member of SOFA at Member meetings of SOFA.

**Section 3.** Sarah Fortner shall serve as Fairfield County's authorized representative for the purposes set forth in this resolution until her successor is appointed by further resolution of the Fairfield County Board of Commissioners.

Prepared by: Heather O'Keefe, JFS Assistant Director

## 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
- Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12 C.
- 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. **I** The subject matter was exempt from competitive selection for the following reason(s):
  - ✓ Under \$77,250.00 1.
  - 2. State Term #:\_\_\_\_\_ (copy of State Term Contract must be attached)
  - ODOT Term #:\_\_\_\_\_ (See R.C. 5513.01) 3.
  - 4. Professional Services (See the list of exempted occupations/services under R.C. 307.86)
  - 5. Emergency (Follow procedure under ORC 307.86(A))
  - Sole Source (attach documentation as to why contract is sole source) 6.
  - 7. Other:

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

(cite to

- No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified 2. Search" on http://ffr.ohioauditor.gov/)
- 3. Obtained 3 quotes for purchases under \$77,250.00 (as applicable)
  Purchase Order is included with Agreement
- 4.
- 5. Executed Ohio Law Acknowledgment Form (ORC 307.901)

Signed this 28th \_\_\_\_\_ day of April

Heather Ollede, JFS Assistant Directon

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.\*

2025-03.04.h

## A Resolution to authorize the County Administrator to sign a letter of intent on behalf of Fairfield County Protective Services to partner with the Gallia County Child Wellness Center.

**WHEREAS,** Placement costs across the state of Ohio have continued to rise forcing child welfare agencies to continue to explore various solutions to reduce the number of children in care and the length of time children spend in congregate care; and

**WHEREAS,** Fairfield County Protective Services has experienced a 54% increase in placement costs from 2017-2024, while serving similar amounts of children in paid placement; and

**WHEREAS,** Fairfield County Protective Services experienced a 29% increase in congregate care costs from 2023 to 2024;

**WHEREAS,** Fairfield County Protective Services has an opportunity to join a ten member council looking to open a Child Wellness Center aimed at reducing the length of time children spend in congregate care; and

**WHEREAS,** Governor DeWine has committed significant funds within his proposed budget to assist communities in starting child wellness center to provide short-term treatment and care for multi-system youth at risk of custody relinquishment or in PCSA custody and unable to access timely, appropriate placements; and

**WHEREAS,** the Board of Commissioners desires to assign authority to the County Administrator or Deputy County Administrator to sign a letter of intent allowing Fairfield County Protective Services to commit a one time fee of \$45,000 to join in the ten county collaboration; and

**WHEREAS,** an Administrative Approval for items up to \$77,250.00 is permitted as per Sections 1-3 of resolution 2023-10.10.a and all other sections of resolution 2021-11.23.b.

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

2025-03.04.h

## A Resolution to authorize the County Administrator to sign a letter of intent on behalf of Fairfield County Protective Services to partner with the Gallia County Child Wellness Center.

**Section 1.** That the Board of Commissioners authorizes the County Administrator or Deputy County Administrator to sign and approve a letter of intent regarding the Gallia County Child Wellness Center.

Prepared by: Heather O'Keefe, JFS Assistant Director

#### Signature Page

Resolution No. 2025-03.04.h

A Resolution to authorize the County Administrator to sign a letter of intent on behalf of Fairfield County Protective Services to partner with the Gallia County Child Wellness Center.

(Fairfield County Job and Family Services)

Upon the motion of Commissioner David L. Levacy, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

Jeffrey M. Fix, President	Ауе
Steven A. Davis, Vice President	Aye
David L. Levacy	Aye

Board of County Commissioners Fairfield County, Ohio

#### 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.

this him

Bennett Niceswanger Board of County Commissioners Fairfield County, Ohio





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

County Administrator Aundrea N. Cordle

Deputy County Administrator Jeffrey D. Porter

> Clerk Rochelle Menningen

March 5, 2025

Dana Glassburn, Director Gallia County Job & Family Services 848 Third Ave Gallipolis, OH 45631

Dear Director Glassburn:

Fairfield County Job & Family Services is committed to working with Gallia County and the 10-county partnership on the Children's Wellness Center Project. Please let this letter serve as our intent to contribute \$45,000 to this project.

This project is an innovative approach to address the growing concern of rising placement costs for children and youth in the custody of protective services. It is our sincere hope that this Wellness Center will not only provide a reliable placement option but will also be a lower cost than current alternatives.

We appreciate your willingness to include our county in this partnership and look forward to working together to serve the children and youth of Southeastern Ohio.

If you have any questions, please contact me at 740.652.7890 or <u>Aundrea.Cordle@FairfieldCountyOhio.gov</u>.

Sincerely,

Junduallode

Aundrea N. Cordle Fairfield County Administrator

SERVE • CONNECT • PROTECT

#### MINUTES OF THE FIRST MEETING OF THE SOLE INCORPORATOR OF SAFE OPPORTUNITY FOSTER ALLIANCE

The undersigned, being the sole Incorporator of Safe Opportunity Foster Alliance, an Ohio nonprofit corporation (the "Corporation"), at a meeting of the sole Incorporator held at 848 Third Avenue, Gallipolis, Ohio 45631 on April 3, 2025, pursuant to the provisions of Ohio Revised Code Section 1702.10, made and adopted the following actions:

1. Fix at nine (9) the number of Directors of the Corporation and elect the following to serve as Directors until the next annual meeting of the Directors and until their respective successors are elected and qualify:

Name of Directors	Addresses of Directors	
Dana L. Glassburn	848 Third Avenue	
· · · · ·	Gallipolis, OH 45631	
Theresa L. Lavender	175 Race Street, P.O. Box 191 Middleport, OH 45760	
Tamela Moore Morton	710 Court Street, P.O. Box 1347 Portsmouth, OH 45662	
Heidi M. Burns	155 East Main Street, Room 009 McConnelsville, OH 43756	
W. Otis Crockron Jr.	18 Stonybrook Dr., P.O. Box 1046 Athens, OH 45701	
Sarah M. Fortner	239 West Main Street Lancaster, OH 43130	
Jody W. Walker	475 Western Avenue Chillicothe, OH 45601	
Tammy Osborne-Smith	25 E. South Street Jackson, OH 45640	
Amy L. Frame	5250 State Route 37 E New Lexington, OH 43764	

2. That the initial Articles of Incorporation set forth in <u>Exhibit A</u>, attached hereto and incorporated herein, are hereby adopted, ratified, and approved and have been filed with the Ohio Secretary of State.

- 3. That the Code of Regulations set forth in <u>Exhibit B</u>, attached hereto and incorporated herein, is hereby adopted and approved as the Code of Regulations of the Corporation.
- 4. That the Conflict of Interest Policy set forth in <u>Exhibit C</u>, attached hereto and incorporated herein, is hereby adopted as the Conflict of Interest Policy of this Corporation.
- 5. That the Whistle Blower Policy set forth in <u>Exhibit D</u>, attached hereto and incorporated herein, is hereby adopted as the Whistle Blower Policy of this Corporation.
- 6. That the Document Retention and Destruction Policy set forth in <u>Exhibit E</u>, attached hereto and incorporated herein, is hereby adopted as the Document Retention and Destruction Policy of this Corporation.

## [Signature Page Follows]

There being no further business, the meeting of the sole incorporator of Safe Opportunity Foster Alliance, upon motion duly made, and adopted, was adjourned.

Dana Alassluin Dana Glassburn, Incorporator

## EXHIBIT A

### **ARTICLES OF INCORPORATION**

(See Attached)



DATE 04/02/2025 DOCUMENT ID 202508602104 DESCRIPTION DOMESTIC NONPROFIT CORP - ARTICLES (ARN) 
 FILING
 EXPED
 CERT

 99.00
 0.00
 0.00

RT COPY .00 0.00

Receipt

This is not a bill. Please do not remit payment.

BRICKER GRAYDON 312 WALNUT STREET SUITE 1800 CINCINNATI, OH 45202

## STATE OF OHIO CERTIFICATE

## **Ohio Secretary of State, Frank LaRose**

5385911

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

#### SAFE OPPORTUNITY FOSTER ALLIANCE

and, that said business records show the filing and recording of:

Document(s)

DOMESTIC NONPROFIT CORP - ARTICLES Effective Date: 04/02/2025 Document No(s): 202508602104



United States of America State of Ohio Office of the Secretary of State Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 2nd day of April, A.D. 2025.

Fred Johne

**Ohio Secretary of State** 

Form 532B Prescribed by:

Frank LaRose

Date Electronically Filed: 4/2/2025 Toll Free: 877.767.3453 | Central Ohio: 614.466.3910 <u>OhioSoS.gov</u> | <u>business@OhioSoS.gov</u> File online or for more information: <u>OhioBusinessCentral.gov</u>

## **Initial Articles of Incorporation**

(Nonprofit, Domestic Corporation) Filing Fee: \$99 (114-ARN) Form Must Be Typed

First:	Name of Corporation	SAFE OPPORTUNITY FOSTER ALLIANCE	
Second:	Location of Principal (	Office in Ohio	
		GALLIPOLIS	оню
		City	State
		GALLIA	
Optional:	Effective Date (MM/DD	(The legal existence of the corporation be the filing of the articles or on a later date that is not more than ninety days after fili	specified
Third:	Purpose for which co	rporation is formed	
See Exhibit A atta	ched hereto and made	a part hereof.	
sufficient to obta Service to ensur	in state or federal tax e	ecretary of State does not grant tax exempt status. Filing with our office i xemptions. Contact the Ohio Department of Taxation and the Internal Reportation secures the proper state and federal tax exemptions. These age ed. **	evenue
		litional provisions to be included in the Articles of Incorporation that are fit tional provisions, please do so by including them in an attachment to this	

	Original Appointment of Statu	utory Agent	
he undersigned, be	eing at least a majority of the incorporators of		
SAFE OPPORTU	NITY FOSTER ALLIANCE		
L.,	(Name of Corporation)		I
	e following to be Statutory Agent upon whom any proce ed upon the corporation may be served. The complete a		uired or permitted by
DANA GLAS	SBURN		
(Name of Statuto	ory Agent)		<u>,,,,, , , ,, ,, ,, ,, , , , , , , , , </u>
408 VALE RE	D		
(Mailing Address	\$)	····	
BIDWELL		ОН	45614
(Mailing City)		(Mailing State)	(Mailing ZIP Code)
Must be signed by the incorporators of		· · · · · · · · · · · · · · · · · · ·	
a majority of the incorporators.	(Signature)	,	
	(Signature)	<u> </u>	
	(Signature)		
	Acceptance of Appoint	mant	
			-
he Undersigned,	DANA GLASSBURN		] , named herein as the
	(Name of Statutory Agent)		
Statutory agent for	SAFE OPPORTUNITY FOSTER ALLIANCE		
	(Name of Corporation)		
ereby acknowledge	es and accepts the appointment of statutory agent for s	aid corporation.	
Statutory Agent Sigr	nature DANA GLASSBURN		
	(Individual Agent's Signature / Signature on Behalf of Busine	iess Serving as Agent)	

Required	DANA GLASSBURN
Articles and original appointment of agent must be signed by the incorporator(s).	Signature
If the incorporator is an individual, then they must sign in the "signature"	By (if applicable)
box and print his/her name n the "Print Name" box.	Print Name
If the incorporator is a business entity, not an individual, then please print the entity name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print his/her name and title/authority in the "Print Name" box.	Signature By (if applicable)
	Print Name
	Signature
	By (if applicable)
	Print Name

#### EXHIBIT A TO ARTICLES OF INCORPORATION OF SAFE OPPORTUNITY FOSTER ALLIANCE

THIRD:

- The Corporation is organized exclusively for charitable, educational, and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), or the corresponding section of any future federal tax code, by and through any lawful act or activity for which corporations may be formed under the non-profit corporation laws of the State of Ohio. To the extent consistent with the above general purposes, the specific purposes for which the Corporation is formed are to (i) provide a regional approach to better serve children in foster care in southeastern Ohio, (ii) reopen and operate shuttered foster care residential facilities to foster children while pending family placement, and (iii) embrace, support, and advocate for children, youth, and families within the child welfare communities of southeastern Ohio. The Corporation may receive and administer funds and also make distributions to other organizations that qualify as exempt organizations under Section 501(c)(3)of the Code and conduct activities consistent with such purposes and the nonprofit corporation laws of the State of Ohio and Section 501(c)(3) of the Code.
- FOURTH: No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its members, directors, trustees, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purpose set forth in Article Third. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on (i) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code, or the corresponding section of any future federal tax code; or (ii) by a corporation, contributions to which are deductible under section 170(c)(2)of the Code, or the corresponding section of any future federal tax code.
- FIFTH: The Corporation shall have members, which initially shall consist of the following counties in Ohio: Athens, Fairfield, Gallia, Hocking, Jackson, Meigs, Morgan, Perry, Ross, Scioto, and Vinton.
- SIXTH: In any taxable year in which the Corporation is a private foundation as described in Section 509(a) of the Code, the Corporation shall distribute its

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income for said period at a time and in a manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Code, and the Corporation shall not: (i) engage in any act of self-dealing as defined in Section 4941(d) of the Code, or the corresponding section of any future federal tax code; (ii) retain any excess business holdings as defined in Section 4943(e) of the Code, or the corresponding section of any future federal tax code; (iii) make any investments in a manner as to subject it to tax under Section 4944 of the Code, or the corresponding section of any future federal tax code;; or (iv) make any taxable expenditures as defined in Section 4945(d) of the Code, or the corresponding section of any future federal tax code.

- SEVENTH: Upon the dissolution of the Corporation, or the winding up of its affairs, after paying or making provision for the payment of all liabilities of the Corporation, all of the remaining assets of the Corporation shall be distributed to tone or more organizations as shall be selected by the affirmative vote of a majority of the Board of Directors; provided, however, that any such organization shall be exempt from federal income taxation under Section 501(c)(3) of the Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.
- EIGHTH: Any provision of this Articles of Incorporation may be amended by the affirmative vote of a majority of the Board of Directors at any meeting at which a quorum is present; provided that such amendment shall be consistent with the applicable provisions of Chapter 1702 of the Ohio Revised Code.

#### EXHIBIT B

## **CODE OF REGULATIONS**

(See Attached)

#### **CODE OF REGULATIONS**

of

#### SAFE OPPORTUNITY FOSTER ALLIANCE

#### <u>ARTICLE 1</u> <u>Corporation, Purposes, Definitions and Usage</u>

Section 1. 1 Corporate Name.

The name of the corporation is Safe Opportunity Foster Alliance (the "Corporation"). The Corporation was organized as an Ohio nonprofit corporation by the filing of Articles of Incorporation with the Secretary of State of Ohio on April 2, 2025.

#### Section 1.2 Corporate Offices.

The principal office of the Corporation shall be located in the County of Gallia, State of Ohio. The Corporation may have other offices within or without the State of Ohio as the Board of Directors may from time to time determine.

#### Section 1.3 Corporate Purposes.

The purposes for which the corporation is formed are the same as those contained in the Corporation's Articles of Incorporation and to engage in any other lawful act or activity for which nonprofit corporations may be formed under Sections 1702.01 to 1702.99 of the Ohio Revised Code.

#### Section 1.4 Not-For-Profit Organization.

All of the assets and earnings of the Corporation shall be used exclusively for purposes within the meaning of Section 501(c)(3) of the Code or any subsequent law of the United States of America. In the course of the operation of the Corporation:

(a) No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its Directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein.

(b) No part of the activities of the corporation shall consist of providing commercial type insurance.

(c) Notwithstanding any other provisions contained herein, the Corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from tax under Section 501(c)(3) of the Code.

Section 1.5 Dissolution.

The Corporation may be dissolved at any time in accordance with the applicable provisions of the Ohio Nonprofit Corporation Law, the Articles of Incorporation and these Regulations. Upon the dissolution or liquidation of the Corporation, and after payment of just debts and liabilities, and subject to any donor restrictions, the Corporation shall transfer all of the property and assets, of any nature, in accordance with the provisions of the Articles of Incorporation.

#### Section 1.6 Definitions.

As used in these Regulations, capitalized terms and phrases shall have the meanings assigned to them as follows:

(a) "Articles of Incorporation" means the Articles of Incorporation of the Corporation as filed with the Secretary of State in the State of Ohio, as the same may be amended from time to time.

(b) "Board of Directors" or "Board" means the Board of Directors of the Corporation, consisting of all the Directors.

(c) "Code" means the Internal Revenue Code of 1986, as amended and any successor Internal Revenue laws.

(d) "Corporation" means Safe Opportunity Foster Alliance, an Ohio not-for-profit corporation.

(e) "Corporation Facilities" means the facilities of the Corporation that may exist from time to time.

(f) "Major Debt" means long term debt or current debt in excess of an amount determined from time to time by a resolution of the Directors.

(g) "Member" or "Members" shall have the meaning set forth in Chapter 1702 of the Ohio Revised Code and Section 2.1(b) below.

(h) "Ohio Nonprofit Corporation Law" means Chapter 1702 of the Ohio Revised Code, as same may be amended from time to time, or any successor statute or statutes governing Ohio nonprofit corporations.

(i) "Regulations" means these Code of Regulations as the same may from time to time be amended in the manner herein prescribed.

(j) "Tax Exempt Organization" means any organization which is recognized by the Internal Revenue Service as exempt from federal income tax under Section 501 (a) of the Code by virtue of being organized and operated as described in Section 501(c)(3) of the Code.

(k) "Directors" means collectively all Directors of the Corporation. "Director" in the singular shall mean any one member of the Board of Directors elected by the Members pursuant to Section 3.3.

#### Section 1.7 Word Usage.

Where any defined term set forth in Section 1.6 of these Regulations is used, defined terms used in the masculine shall include the feminine and gender neutral, and words used in the singular shall include the plural, and vice versa.

#### <u>ARTICLE II</u> <u>Members</u>

Section 2.1 Members.

(a) <u>Initial Members</u>. The Members of the Corporation shall initially consist of the following counties in Ohio: Athens, Fairfield, Gallia, Hocking, Jackson, Meigs, Morgan, Perry, Ross, Scioto, and Vinton. After initial establishment of the Members, any county in the State of Ohio may petition for membership to the Corporation. Membership petitions must be approved by at least a two-thirds (2/3) vote of the Members.

(b) <u>Definition of Membership</u>. Membership is defined as those eligible counties represented by Public Children Services Agencies (PCSA) who have adopted a resolution joining the Corporation, have accepted this Code of Regulations, paid any applicable membership dues set by the Board of Directors, and who are in good standing as defined in this Code of Regulations and determined by the Executive Committee.

(c) <u>Initial Membership Dues</u>. The initial dues for each Member shall be \$45,000. Notwithstanding, dues shall be assessed based on a per-PCSA representation so that in the event multiple Members are represented by a single PCSA, the initial dues for such Members shall be \$45,000 in the aggregate and any subsequent membership dues shall be in the aggregate. The Board of Directors may assess subsequent annual dues as determined in the Board of Directors' discretion.

(d) <u>Resignation of and Removal from Membership</u>. Any Member may resign as a Member at any time by giving written notice to the Board of Directors, to be effective no earlier than 30 days before delivery of such notice. Any Member may be removed as a Member of the Corporation for cause, as determined by the Board of Directors, by a majority vote of the Board of Directors.

#### Section 2.2 Meetings.

(a) <u>Authorized Representative</u>. The appointing authority of each Member per-PCSA representation shall appoint by resolution an authorized representative (an "Authorized Representative") to act on behalf of the Member at Member meetings. In the event an Authorized

Representative is unable to attend a meeting, the respective Member PCSA may designate another within the PCSA to represent the member at a particular meeting or meetings.

(b) <u>Annual Meeting</u>. The Members shall hold an annual meeting and at such annual meeting shall elect the Board of Directors, consider reports and conduct such other business as may be brought before the meeting. The annual meeting shall be held at such time and place as designated by the Members.

(c) <u>Special Meetings</u>. Special meetings of the Members may be held at any time upon a request for such meeting made by the Chairperson of the Board of Directors or a majority of the Members. The business to be transacted at any special meeting shall be limited to that set forth in the notice of such meeting unless all members are present at such meeting and waive such notice requirement.

(c) <u>Location of Meetings</u>. Meetings of the Members may be held at any place within or outside the State of Ohio as may be designated by the Members. If no designation is made, the place of any meeting of the Members shall be the principal office of the Corporation in the State of Ohio.

#### Section 2.3 Notice of Meetings.

(a) <u>Time and Manner of Notice</u>. Written notice of the time and place of each meeting of the Members shall be given to the Members by means of written notice, whether by mail, email, telegram or facsimile, at least ten (10) but not more than sixty (60) days before each annual meeting and at least three (3) but not more than twenty-one (21) days before each special meeting. In the case of notice of a special meeting, the notice shall also set forth the purpose or purposes for which such meeting is called.

(b) <u>Waiver of Notice</u>. Notice of the time, place and purposes of any meeting of the Members may be waived by any Member by means of a writing filed with or entered upon the records of the meeting. The attendance of any Member at any meeting of the Members, without protesting prior to the commencement of the meeting any lack of prior notice, shall be deemed to be a waiver by such Member of notice of such meeting.

Section 2.4 Voting Rights, Quorum and Approval of Actions.

(a) <u>Voting Rights</u>. A Member shall be entitled to one (1) vote on each matter properly submitted to the Members for their vote, consent, waiver, release or other action.

(b) <u>Quorum</u>. The Members may take action at any meeting only when a quorum is present at such meeting. A quorum shall be present when there are a majority of Members present at or participating in such meeting.

(c) <u>Approval of Actions</u>. Members shall take action by the affirmative vote of a majority of the Members present at a meeting at which a quorum is present.

#### Section 2.5 Action by Written Consent.

To the extent permitted by law, any lawful action of the Members may be taken without a meeting if written consent to such action is signed by all of the Members and filed with the records of the Corporation.

#### Section 2.6 Telephonic Meetings.

Meetings of the Members may be held through any communications equipment if all persons participating can hear and communicate with each other. Participation in a meeting pursuant to this Section 2.6 shall constitute presence at such meeting.

#### ARTICLE III Board of Directors

#### Section 3.1 General Powers and Duties.

Except as otherwise provided for in these Regulations, the property, business and affairs of the Corporation shall be managed by its Board of Directors. The Board may exercise all such powers of the Corporation as are authorized by law, by the Articles of Incorporation or by these Regulations as may be amended from time to time, subject to such limitations as contained in the Ohio Nonprofit Corporation Law. The Board of Directors may adopt by-laws or regulations for its own governance and for that of any committee not inconsistent with these Code of Regulations.

#### Section 3.2 Power to Appoint Auditors.

The Board of Directors shall have the power to select certified public accountants for the Corporation which certified public accountants shall be the firm which audits the books and records of the Corporation and Affiliated Entities.

#### Section 3.3 Number, Election and Term of Office.

The number of Directors shall be no less than five (5) and not more than fifteen (15). The Members, at each annual meeting shall elect or re-elect such Directors as it determines necessary. The term of office of a Director shall begin upon election and continue until a successor is nominated and elected or until death, resignation, removal or expiration of the term. The length of a term is three (3) consecutive years. Directors may be elected for and serve successive terms.

#### Section 3.4 Meetings.

(a) <u>Time and Place</u>. The Board of Directors shall fix a time and place for its meetings.

(b) <u>Annual Meeting</u>. The annual meeting of the Directors for the election of officers and the transaction of other business shall be held to coincide with the meeting of the Members.

(c) <u>Regular Meetings.</u> Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time, by a majority of the Directors, but at least two such meetings, including the annual meeting, shall be held during each fiscal year. It is anticipated that the Directors will meet at least quarterly.

(d) <u>Special Meetings.</u> Special meetings of the Board of Directors may be called by the majority of the Directors or the Chairperson.

(e) <u>Telephone Conference Call Meetings.</u> Directors may participate in a meeting of the Board through the use of a conference telephone or other communications equivalents by means of which all persons participating in the meeting can communicate with all other Directors.

#### Section 3.5 Quorum and Manner of Acting.

(a) Except as provided herein, a majority of the Directors shall constitute a quorum for any meeting of the Board. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board, unless the act of a greater number is required by the Articles of Incorporation, the Ohio Nonprofit Corporation Law, or these Regulations as may be amended from time to time. A Director may, through a written proxy, authorize another person to vote for him/her at all Director meetings but the person so authorized must himself be a Director and such proxy must be filed with the Secretary before the person authorized thereby can vote thereunder.

(b) Each Director shall be entitled to one (1) vote on each matter properly brought before the Board of Directors for vote, consent, waiver, release or other action by the Board of Directors.

#### Section 3.6 Resignations.

Any Director may resign at any time by giving notice to the Chairperson, President, or Secretary of the Corporation. Such resignation shall take effect at the time specified therein, or if no time is so specified immediately upon receipt by the Corporation.

#### Section 3.7 Vacancies.

Vacancies on the Board of Directors caused by any reason, whether by removal of a Director by a vote of the Directors or otherwise, shall be filled by a vote of a majority of the remaining Directors; and each person so elected shall be a Director until a successor is elected at the next annual meeting.

#### Section 3.8 Removal.

A Director may be removed as a Director by the unanimous vote of the remaining Directors with or without cause. Removal will occur automatically upon the date of the action of the Board of Directors. The Directors may appoint a successor Director to fill any vacancy created under this Section 3.8.

#### Section 3.9 Compensation.

No Director shall receive compensation for services as a Director, but a Director shall be entitled to reimbursement of expenses incurred as a direct result of carrying out any responsibility as a Director.

#### Section 3.10 Notice.

(a) Notice stating the date, time and place of the meeting shall be given in writing by personal delivery, mail, e-mail, facsimile or telegram to each Director not less than three (3) days before the date on which the meeting is to be held.

(b) Notice of the date, time, place and purposes of any meeting of Directors may be waived in writing, either before or after the holding of such meeting by any Director which writing shall be filed with or entered upon the records of the meeting. The attendance of any Director at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him or her of notice of such meeting.

#### Section 3.11 Action by Written Consent.

Any action required to be taken at a meeting of the Board may be taken without a meeting by unanimous written consent setting forth the action so taken which shall be signed by all the Directors. Such consent must then be delivered to the Corporation for inclusion in the minutes or filing with the corporate records.

#### Section 3.12 Procedure.

Procedures and protocols (including Parliamentary Procedures if desired) may be developed and adopted by the Directors to govern the proceedings at all meetings of the Board of Directors to the extent that such procedures and protocols do not conflict with applicable law, the Articles of Incorporation or these Regulations.

#### Section 3.13 Receipt of Property.

The Directors may receive and accept property by way of fundraising activities, gift, grant, bequest or devise, from any person, foundation, corporation, either public or private, governmental instrumentality, or otherwise, but no gift, grant, bequest or devise of any such property shall be received and accepted if it shall, in the opinion of the Directors, jeopardize the Corporation's federal income tax exemption pursuant to Section 501(a) and 501(c)(3) of the Code.

#### Section 3.14 General.

The Directors of the Corporation shall not be held liable or responsible for contracts, debts or defaults of the Corporation in any sum whatsoever, nor shall any mere informality in the organization have the effect of rendering these Regulations null or void or of exposing the Directors to any liability.

#### ARTICLE IV Officers

#### Section 4.1 Officers.

The Board shall elect a Chairperson, Vice-Chairperson, President, Vice-President, Secretary, and Treasurer and such other officers as the Board of Directors in its discretion may elect from time to time. The term of office for the Chairperson, Vice-Chairperson, Secretary, Treasurer and President and such other officers as approved, shall be for one (1) year. The duties of officers shall be those generally performed by such officers.

#### Section 4.2 Chairperson.

The Chairperson shall be selected from among the members of the Board of Directors and shall preside at meetings of the Board. The Chairperson shall, in consultation with the President, recommend to the Board for its approval members for each committee. The Chairperson shall appoint the Chairperson of each committee. The Chairperson shall be elected or reelected annually.

#### Section 4.3 Vice-Chairperson.

The Vice-Chairperson shall be selected from among the members of the Board of Directors. The Vice-Chairperson shall perform all the duties of the Chairperson of the Board in the absence or inability of the Chairperson to act. The Vice Chairperson shall be elected or reelected annually.

#### Section 4.4 President.

The President shall be the Chief Executive Officer (CEO) of the Corporation. The President shall be responsible for the management of the day to day affairs of the Corporation and shall present an annual written report of the activities of the Corporation at the annual meeting. The President shall have such powers and perform such duties as may from time to time be conferred upon the President or prescribed by the Board or these Regulations and shall have the authority to sign all documents on behalf of the Corporation authorized by the Board. In the case of a vacancy of the office of the President, the Board shall appoint an acting President, who will perform the duties of the President. The President is not a member of the Board of Directors. However, a member of the Board of Directors may serve as President and vote as a Director based on his or her position as a Director.

#### Section 4.5 Vice-President.

In the absence of the President, or in the event of the President's inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall also perform such other duties as from time to time may be assigned to the Vice-President by the Board, or by the President.

#### Section 4.6 Secretary.

The Secretary of the Corporation shall be appointed by the Board but need not be a Director. The Secretary shall keep the minutes of the meetings of the Board and insure that notice of all meetings is duly given in accordance with these Regulations. The Secretary shall have the authority to sign all documents authorized by the Board and to certify these Regulations and resolutions of the Board and committees thereof and other documents of the Corporation as true and correct copies thereof. The Secretary shall be elected or reelected annually.

#### Section 4.7 Treasurer.

The Treasurer of the Corporation shall be appointed by the Board but need not be a Director. The Treasurer shall be responsible for the safekeeping of all funds and securities of the Corporation, shall keep a full and accurate account of receipts and expenditures and shall make disbursements in accordance with the approved budget as authorized by the Board. The Treasurer shall present financial reports to the Board when requested and shall make a full report at the annual meeting. The Treasurer shall be the Chairperson of the Finance Committee of the Board. The Treasurer shall be elected or reelected annually.

#### Section 4.8 Execution of Corporation Documents.

All notes and contracts shall be executed on behalf of the Corporation by the President/CEO or such other officer or agent as may be so authorized by the Board of Directors. All checks shall be executed on behalf of the Corporation by any person duly authorized by the Board.

#### Section 4.9 Resignation and Removal.

Any officer may resign at any time by giving written notice to the Chairperson, Secretary or President of the Corporation and unless otherwise specified therein the acceptance of such resignation shall not be necessary to make it effective. Any officer may be removed by the Board of the Directors without cause whenever in its sole judgment the best interests of the Corporation are served thereby. The removal of an officer shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer shall not in and of itself create any contract rights.

#### Section 4.10 Vacancies.

A vacancy in any office may be filled for the unexpired portion of the term in the same manner as provided for the original election.

#### Section 4.11 Other Officers.

The Board of Directors may, from time to time, designate other officers of the Corporation with such duties and responsibilities as the Board of Directors may prescribe from time to time.

#### ARTICLE V Committees

Section 5.1 Designation.

The Directors may designate and create one or more committees, including an Executive Committee, Finance Committee, Programs Committee, and Governance Committee. Committees of the Corporation shall be standing or special. Each committee shall have the authority to recommend any action to the Board but shall not have or exercise the authority of the Board in the management of the Corporation unless so approved by a written resolution of the Board. The designation and creation of any such committees and the delegation thereto of authority shall not operate to relieve the Board, or any individual Director, of any responsibility imposed by law.

#### Section 5.2 Quorum and Manner of Acting.

A majority of the committee members shall constitute a quorum for the transaction of business at any meeting of the committee, except as otherwise required by law, or the Articles of Incorporation or these Regulations. The act of a majority of the committee members present and in person at a meeting at which a quorum of the committee is present shall be the act of the committee. Committee members may not vote by proxy. A committee may act by unanimous written consent without a meeting.

#### Section 5.3 Committee Procedures.

(a) Each committee shall record minutes of its deliberations, recommendations and conclusions and shall promptly delivery a copy of such minutes to the Secretary of the Corporation. Each committee shall report to the Board of Directors concerning all matters upon which it has acted. Each committee shall meet as needed but not less than annually. Reasonable notice of any committee meeting shall be given to the members thereof. The committee chairperson shall adopt rules, policies and procedures for its operations which are not inconsistent with the Ohio Nonprofit Corporation Law, the Articles of Incorporation, or these Regulations or the policies of the Corporation or the Board of Directors.

(b) <u>Appointment of Chairman and Members of Committees</u>. Chairpersons and members of all standing and special committees shall be appointed by the Chairperson of the Board. The term of the appointment will be one (1) year unless otherwise stated at the time of the appointment. The President will assign staff personnel as advisory members for all committees.

#### ARTICLE VI Fiscal Matters

Section 6.1 Fiscal Year.

The fiscal year of the Corporation shall be the calendar year unless the Board of Directors shall determine otherwise.

#### Section 6.2 Contracts.

The Board may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, as limited by these Regulations.

#### Section 6.3 Loans.

All loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors and as limited by these Regulations. No lien shall be granted to any officer or Director of the Corporation.

#### Section 6.4 Checks and Drafts.

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation or to the Corporation shall be signed or endorsed by any officer or other person as an agent of the Corporation and in such manner shall from time to time be determined by resolution of the Board.

#### Section 6.5 Deposits.

All funds of the Corporation, not otherwise employed, shall be promptly deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board may select.

#### ARTICLE VII Books and Records

The Corporation shall keep correct and complete books and records of account and minutes of the proceedings of its Board of Directors. All books and records of the Corporation may be inspected by any Director for any proper purpose at any reasonable time. All books and records shall be kept at the Corporation's principal office.

#### ARTICLE VIII Indemnification

#### Section 8.1 Matters for Which Persons Shall Be Indemnified.

(a) The Corporation shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative other than an action by or in the right of the Corporation, by reason of the fact that the person is, or was, a Director, officer, employee or agent of the Corporation, against expenses (including attorneys' fees) judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, if such person acted in good faith and in a manner the person reasonably believed to be in, or not opposed to, the best interests of the Corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, in itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation or, with respect to any criminal action or proceeding, that the person had reasonable cause to believe that the conduct was unlawful.

(b) The Corporation shall indemnify any person who was, or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure the judgment in its favor by reason of the fact that such person is or was a Director, officer, employee or agent of the Corporation, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suits if such person acted in good faith and in a manner the person reasonably believed to be in, or not opposed to, the best interests of the Corporation, provided that no indemnification shall be made in respect of:

(1) any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of the person's duty to the Corporation, unless, and only to the extent that, the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnify for such expenses as the court shall deem proper, or

(2) any action or suit in which liability is asserted against a Director and that liability is asserted only pursuant to Section 1702.55 of the Ohio Nonprofit Corporation Law.

#### Section 8.2 Expenses Indemnified.

To the extent that a Director, officer, employee or agent of the Corporation has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in Section 8.1, subsections (a) or (b), or in the defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

#### Section 8.3 Standard Conduct Determination.

Any indemnification under Section 8.1, subsections (a) and (b) (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case, upon a determination that indemnification of the Director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in Section 8.1, subsection (a) or (b). Such determination shall be made by the Board by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding; whether or not such a quorum is obtainable, if a majority of a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion to the members of the Board; or by the court of common pleas or the court in which the action, suit or proceeding described in Section 8.1 (a) or (b) above was brought.

If indemnification is sought for an action or suit under Section 8.1(b) any determination under Section 8.3(1) or (2) shall be communicated promptly to the person who threatened or brought the action or suit, and, within ten (10) days after receipt of such notification, such person shall have the right to petition the court to review the reasonableness of such determination.

#### Section 8.4 Other Conditions, Definitions and Requirements.

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation as they are incurred, in advance of the final disposition of such action, suit or proceeding, as authorized by the Board in the specific case, upon receipt of an undertaking by or on behalf of the Director, officer, employee or agent to repay such amount, if it ultimately is determined that the Person is not entitled to be indemnified by the Corporation as authorized in this Section.

The indemnification provided by Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of members or disinterested Directors, or otherwise, both as to action in the person's official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, officer, employee or agent, and shall inure to the benefit of the heirs, executors and administrators of such a person.

The Corporation may purchase and maintain insurance on behalf of any person who is, or was, a Director, officer, employee or agent of the Corporation, or who is or was serving at the request of the Corporation as a Director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of Article VIII.

For purposes of this Article VIII, references to "the Corporation" shall include, in addition to the surviving corporation, any merging corporation (including any corporation having merged with a merging corporation) absorbed in a merger which, if its separate existence had continued, would have had the power and authority to indemnify its Directors, officers, employees or agents, so that any person who was a Director, officer, employee or agent of such merging corporation, or was serving at the request of such merging corporation as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VIII with respect to the surviving corporation as such person would have with respect to such merging corporation if its separate existence had continued.

For purposes of this Article VIII, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a Director, officer, employee or agent of the Corporation which imposes duties on, or involves services by such Director, officer, employee or agent with respect to an employee benefit plan, its participants, or beneficiaries. A person who acted in good faith and in a manner the person reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Corporation" as referred to in this Article VIII.

#### ARTICLE IX Amendments

Section 9.1 Articles of Incorporation.

The Articles of Incorporation of this Corporation may be altered, amended, repealed or restated by an affirmative vote of two-thirds (2/3) of the Directors.

Section 9.2 Regulations.

This Code of Regulations may be altered, amended, repealed or restated by an affirmative vote of a majority of the Directors.

#### <u>ARTICLE X</u> <u>Conflicts of Interest</u>

The Corporation shall adopt a Conflicts of Interest policy in a form substantially similar to that attached hereto as <u>Exhibit A</u>.

#### ARTICLE XI Effective Date

This Code of Regulations shall be effective as of April 3, 2025.

## SAFE OPPORTUNITY FOSTER ALLIANCE Conflict of Interest Policy

#### Article I Purpose

The purpose of the conflict of interest policy is to protect the interest of Safe Opportunity Foster Alliance (the "Organization") when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement, but not replace, any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

#### Article II Definitions

#### 1. Interested Person

Any director, principal officer, or member of a committee with governing board-delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person ("Interested Person"). If a person is an Interested Person with respect to any affiliate or subordinate entity controlled by the Company, he or she is an Interested Person with respect to the Company and all other subordinate entities.

#### 2. Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- **a.** An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,
- **b.** A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

"Compensation" includes direct and indirect remuneration as well as gifts or favors that aren't insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

# Article III Procedures

#### 1. Duty to Disclose

In connection with any actual or possible conflicts of interest, an Interested Person must disclose the existence, nature and all material facts of his or her financial interest to the Board of Directors ("Board") or special committees with Board delegated powers (e.g., conflicts or executive committees) considering the proposed transaction or arrangement and be given the opportunity to disclose all material facts.

#### 2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he or she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

#### 3. Procedures for Addressing the Conflict of Interest

- **a.** An Interested Person may make a presentation at the Board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- **b.** The Chairperson of the Board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the Board or committee shall determine whether the Organization can obtain, with reasonable efforts, a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- **d.** If a more advantageous transaction or arrangement isn't reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

# 4. Violations of the Conflict of Interest Policy

**a.** If the Board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

**b.** If, after hearing the member's response and after making further investigation as warranted by the circumstances, the Board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

#### Article IV Records of Proceedings

The minutes of the Board and all committees with Board-delegated powers shall contain:

- **a.** The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's or committee's decision as to whether a conflict of interest in fact existed.
- **b.** The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

## Article V <u>Compensation</u>

- **a.** No Interested Person shall vote on any matter relating to his or her compensation, irrespective of whether said compensation is received directly or indirectly, from the Organization
- **b.** A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

#### Article VI Annual Statements

Each director, principal officer, and member of a committee with Board-delegated powers shall annually sign a statement which affirms such person:

a. Has received a copy of the conflict of interest policy,

- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and
- **d.** Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes.

## Article VII <u>Periodic Reviews</u>

To ensure the Organization operates in a manner consistent with charitable purposes, and doesn't engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- **a.** Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and don't result in inurement, impermissible private benefit, or in an excess benefit transaction.

# Article VIII Use of Outside Experts

When conducting the periodic reviews, as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

# EXHIBIT C

# **CONFLICT OF INTEREST POLICY**

(See Attached)

# SAFE OPPORTUNITY FOSTER ALLIANCE

**Conflict of Interest Policy Acknowledgement** 

I acknowledge that I have received a copy of the Conflict of Interest Policy of Safe Opportunity Foster Alliance, that I have read and understand the Policy, that I agree to comply with the policy, and that I understand that Safe Opportunity Foster Alliance is a charitable organization and, in order to maintain its federal tax exemption, must engage primarily in activities that accomplish one or more of its tax-exempt purposes.

Signature

Printed Name

Title

Date

# EXHIBIT D

# WHISTLEBLOWER POLICY

(See Attached)

#### WHISTLE BLOWER POLICY OF SAFE OPPORTUNITY FOSTER ALLIANCE

**SAFE OPPORTUNITY FOSTER ALLIANCE**, an Ohio non-profit corporation (the "Corporation") is committed to operating in furtherance of its tax-exempt purposes and in compliance with all applicable laws, rules and regulations, including those concerning accounting and auditing, and prohibits fraudulent practices by any of its board members, officers, employees, or volunteers. This policy outlines a procedure for any board member, officer, employee or volunteer to report actions that he or she reasonably believes violates a law, or regulation or that constitutes fraudulent accounting or other practices. This policy applies to any matter which is related to the Corporation's business and does not relate to private acts of an individual not connected to the business of the Corporation.

If a board member, officer, employee or volunteer has a reasonable belief that an individual affiliated with the Corporation has engaged in any action that violates any applicable law, or regulation, including those concerning accounting and auditing, or constitutes a fraudulent practice, that person is expected to immediately report such information to the President. If the person does not feel comfortable reporting the information to the President, he or she is expected to report the information to any officer or director whom he or she is comfortable in approaching.

All reports will be followed up promptly, and an investigation conducted. In conducting its investigations, the Corporation will strive to keep the identity of the complaining individual as confidential as possible, while conducting an adequate review and investigation.

The Corporation will not retaliate against an employee in the terms and conditions of employment because that employee: (a) reports to a supervisor, to the President, the Board of Directors or to a federal, state or local agency what the employee believes in good faith to be a violation of the law; or (b) participates in good faith in any resulting investigation or proceeding, or (c) exercises his or her rights under any state or federal law(s) or regulation(s) to pursue a claim or take legal action to protect the employee's rights.

The Corporation may take disciplinary action (up to and including termination) against any person who in management's assessment has engaged in retaliatory conduct in violation of this policy.

In addition, the Corporation will not, with the intent to retaliate, take any action harmful to any board member, officer, employee or volunteer who has provided to law enforcement personnel or a court truthful information relating to the commission or possible commission by the Corporation or any individual affiliated with the Corporation of a violation of any applicable law or regulation.

Supervisors will be trained on this policy and the Corporation's prohibition against retaliation in accordance with this policy.

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# EXHIBIT E

# DOCUMENT RETENTION AND DESTRUCTION POLICY

(See Attached)

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#### DOCUMENT RETENTION AND DESTRUCTION POLICY OF SAFE OPPORTUNITY FOSTER ALLIANCE (THE "CORPORATION")

#### I. PURPOSE

In accordance with the Sarbanes-Oxley Act, which makes it a crime to alter, cover up, falsify, or destroy any document with the intent of impeding or obstructing any official proceeding, this Document Retention and Destruction Policy ("Policy") is adopted by the Corporation. This Policy provides for the systematic review, retention and destruction of documents received or created by the Corporation in connection with the transaction of Corporation business. This Policy covers all records and documents, regardless of physical form (including electronic documents), contains guidelines for how long certain documents should be kept and how records should be destroyed. The Policy is designed to ensure compliance with federal and state laws and regulations, to eliminate accidental or innocent destruction of records and to facilitate the Corporation's operations by promoting efficiency and freeing up valuable storage space.

# **II. DOCUMENT RETENTION**

The Corporation follows the document retention procedures outlined below. Documents that are not listed but are substantially similar to those listed in the schedule will be retained for the appropriate length of time. Documents shall be retained in electronic form, regardless of their original nature.

#### CORPORATE RECORDS

Annual Reports to Secretary of State/Attorney General	Permanent
Articles of Incorporation	Permanent
*	
Board Meeting and Board Committee Minutes	Permanent
Board Policies/Resolutions	Permanent
Code of Regulations	Permanent
Construction Documents	Permanent
Fixed Asset Records	Permanent
IRS Application for Tax-Exempt Status (Form 1023)	Permanent
IRS Determination Letter	Permanent
State Sales Tax Exemption Letter	Permanent
Contracts (after expiration)	7 years
Correspondence (general)	3 years
ACCOUNTING AND CORPORATE TAX RECORDS	

Annual Audits and Financial Statements	Permanent
Depreciation Schedules	Permanent
General Ledgers	Permanent
IRS 990 Tax Returns	Permanent
Business Expense Records	7 years
Journal Entries	7 years
Invoices	7 years

Sales Records (box office, concessions, gift shop)	5 years
Petty Cash Vouchers	3 years
Cash Receipts	3 years
Credit Card Receipts	3 years

BANK RECORDS	
Check Registers	Permanent
Bank Deposit Slips	7 years
Bank Statements and Reconciliation	7 years
Electronic Fund Transfer Documents	7 years

# PAYROLL AND EMPLOYMENT TAX RECORDS

Payroll Registers	Permanent
State Unemployment Tax Records	Permanent
Earnings Records	7 years
Garnishment Records	7 years
Payroll Tax Returns	7 years
W-2 Statements	7 years

# EMPLOYEE RECORDS

Employment and Termination Agreements	Permanent
Retirement and Pension Plan Documents	Permanent
Records Relating to Promotion, Demotion or Discharge	7 years after termination
Accident Reports and Worker's Compensation Records	5 years
Salary Schedules	5 years
Employment Applications	3 years
I-9 Forms	3 years after termination
Time Cards	2 years
Donor Records and Acknowledgment Letters	7 years
Grant Applications and Contracts	5 years after completion

# LEGAL, INSURANCE AND SAFETY RECORDS

Appraisals	Permanent
Copyright Registrations	Permanent
Environmental Studies	Permanent
Insurance Policies	Permanent
Real Estate Documents	Permanent
Stock and Bond Records	Permanent
Trademark Registrations	Permanent
Leases	6 years after expiration
OSHA Documents	5 years
General Contracts	3 years after termination

# **III. ELECTRONIC DOCUMENTS AND RECORDS**

Electronic documents will be retained as if they were paper documents. Therefore, any electronic files, including records of donations made online, that fall into one of the document types on the above schedule will be maintained for the appropriate amount of time. If a user has sufficient reason to keep an email message, the message should be printed in hard copy and kept in the appropriate file or moved to an "archive" computer file folder. Backup and recovery methods will be tested on a regular basis.

# IV. EMERGENCY PLANNING

The Corporation's records will be stored electronically in a safe, secure and accessible manner. Documents and financial files that are essential to keeping the Corporation operating in an emergency will be duplicated or backed up at least every week, if not otherwise maintained in a cloud-based shared storage method.

# V. DOCUMENT DESTRUCTION

The Corporation's President is responsible for the ongoing process of identifying the Corporation's records which have met the required retention period and overseeing their destruction. Destruction of financial and personnel-related documents will be accomplished by shredding.

Document destruction will be suspended immediately upon any indication of an official investigation or when a lawsuit is filed or appears imminent. Destruction will be reinstated upon conclusion of the investigation or lawsuit.

# VI. COMPLIANCE

Failure on the part of employees or contract staff to follow this Policy can result in possible civil and criminal sanctions against the Corporation and its employees or contract staff and possible disciplinary action against responsible individuals. The Treasurer will periodically review these procedures with legal counsel or the Corporation's certified public accountant to ensure that they are in compliance with new or revised regulations.

20245990v1

#### ACTION OF THE BOARD OF DIRECTORS OF SAFE OPPORTUNITY FOSTER ALLIANCE BY UNANIMOUS CONSENT AND WITHOUT MEETING

The undersigned, being all of the Directors of Safe Opportunity Foster Alliance, an Ohio non-profit corporation (the "Corporation"), hereby consent and agree to the adoption of the following resolutions pursuant to Section 1702.25 of the Ohio Revised Code, to be effective as if adopted at a meeting of the Board of Directors duly held on this date, April 3, 2025; the Directors waive any statutory requirements and notice of meeting:

RESOLVED, that the actions of Dana L. Glassburn, as sole Incorporator, in executing and filing with the Secretary of State of the State of Ohio the Articles of Incorporation and the Original Appointment of Agent and adopting a Code of Regulations, Conflict of Interest Policy, Whistle Blower Policy and Document Retention and Destruction Policy for this Corporation be, and the same hereby are, ratified and confirmed.

RESOLVED FURTHER, that the Treasurer of this Corporation be, and he hereby is, authorized and directed to pay all fees, costs and expenses incurred in connection with the incorporation of this Corporation.

RESOLVED FURTHER, that the following individuals be, and they hereby are, elected to the offices set opposite their respective names, to serve at the pleasure of the Board of Directors:

President/Chairperson
Vice-President/Vice-Chairperson
Secretary
Treasurer

RESOLVED FURTHER, that it is in the best interests of the Corporation to secure an exemption from the Internal Revenue Service that the Corporation is exempt from federal income tax pursuant to Section 501(c) of the Internal Revenue Code of 1986, as amended; and

RESOLVED FURTHER, that the President, Vice-President, Secretary and Treasurer of this Corporation be, and they each hereby are, authorized and directed to execute Form 1023 (Application for Recognition of Exemption under Section 501(c)(3) of the Internal Revenue Code) or Form 1023-EZ (Streamlined Application for Recognition of Exemption under Section 501(c)(3) of the Internal Revenue Code) and Form 2848 (Power of Attorney and Declaration of Representative), and such other documents and take such actions as may be necessary, desirable or convenient to secure such exemption from taxation.

This Action of the Board of Directors of Safe Opportunity Foster Alliance may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and shall be effective as if an original.

The foregoing constitutes a complete record of all actions taken by the Directors of the above-named Corporation as of the date hereinabove set forth.

Dana Alasslurn

Dana L. Glassburn

Area lander

Theresa L. Lavender

Tamela Moore Morton

Tamela Moore Morton

Heidi M. Burns

W. Otis Crockron Jr.

Such Futre

Sarah M. Fortner

Jody Walker Jody W. Walker

tammy Osborne-Smith

Tammy Osborne-Smith

My L+Mme Amy L. Frame

20245760v2

Prosecutor's Approval Page

Resolution No.

A resolution to appoint an authorized representative from Fairfield County Protective Services to serve as a member of the Safe Opportunities Foster Alliance.

(Fairfield County Job and Family Services)

Approved as to form on 5/15/2025 3:52:02 PM by Amy Brown-Thompson,

(Any Brown Thompson

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

Signature Page

Resolution No. 2025-05.20.t

A resolution to appoint an authorized representative from Fairfield County Protective Services to serve as a member of the Safe Opportunities Foster Alliance.

(Fairfield County Job and Family Services)

Upon the motion of Commissioner David L. Levacy, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

Jeffrey M. Fix, President Steven A. Davis, Vice President David L. Levacy Absent Aye Aye

Board of County Commissioners Fairfield County, Ohio

#### 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.

hohi

Bennett Niceswanger Board of County Commissioners Fairfield County, Ohio

2025-05.20.u

# A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Buckeye Ranch, Inc. and Child Protective Services Department.

**WHEREAS,** Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of an amendment to add a per diem rate to a previously approved service agreement with Buckeye Ranch, Inc., 5665 Hoover Rd., Grove City, Ohio 43123; and

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

**WHEREAS,** this amended agreement shall be effective January 1<sup>st</sup>, 2025 through December 31<sup>st</sup>, 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 Buckeye Ranch, Inc.

Prepared by: Michele White cc: JFS / Program Contract Specialist In entering into a contract with Fairfield County (hereinafter "County"), a political subdivision of the State of Ohio, The Buckeye Ranch (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 extrajudicial 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.

President & CEO

Company Representative Signature and Title

VickieThompson-Sandy The Buckeye Ranch, Inc.

**Company Representative Name and Company** 

May 12, 2025

Date

# **Purchase Order**

Page: 1 of 1

# Carrí L. Brown, phD, мвA, CGFM Fairfield County Auditor

210 East Main Street

Lancaster, Ohio 43130 Revisions: 002 Fiscal Year 2025

Purchase Order #

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

25001846 - 02

Delivery must be made within doors of specified destination.

#### Expiration Date: 12/15/2025

OV<br/>E<br/>N<br/>D<br/>RTHE BUCKEYE RANCH INC.<br/>4653 E MAIN ST<br/>WHITEHALL, OH 43213JOB & FAMILY SERVICES<br/>239 W MAIN STREET<br/>LANCASTER, OH 43130<br/>Phone: 740-652-7889T<br/>O

VENDOR PHONE N	UMBER VEN	VENDOR FAX NUMBER REQUISITION NUMBER		DELIVERY REFERENCE
			2018	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
01/01/2025	1615			JOB & FAMILY SERVICES
		NOTI	ES	

#### BOARD AND CARE

JOB & FAMILY SERVICES

239 W MAIN STREET

Phone: 740-652-7889

LANCASTER, OH 43130

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

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MODIFIED: BOARD AND CARE	1.0	EACH	\$17,000.00	\$17,000.00

Date. 01/01/2020	Auditor Fairfield County, OH	Purchase Order Total	\$17,000.00
Date: 01/01/2025	Carrie L. Brown	Total Credit	\$0.00
		Total Discount	\$0.00
county Treasury or in process of certification now outstanding.	f collection to the credit of the submitted Fund(s) free from any obligation or	Total Freight	\$0.00
It is hereby certified that the amount \$17,000.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the		Total Sales Tax	\$0.00
COUNTY AUDITOR'S CERTIFICA	TE	Total Ext. Price	\$17,000.00

Vendor Copy

Copy

# **ROUTING FORM FOR CONTRACTS**

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

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

Name and Title

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

#### Ohio Department of Job and Family Services

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

#### ADDENDA TO AGREEMENT

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

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

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

And Buckeye Ranch, Inc. hereinafter "Provider," whose address is:

Buckeye Ranch, Inc. 5665 Hoover Rd Grove City, OH 43123

Collectively the "Parties".

Contract ID: 19466631

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

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

Addenda Number 1:

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

Addenda Reason Narrative: Addendum to add the following rates:

Per diem: \$109 (36 maint/70 admin/3 other) Per diem: \$106 (41 maint/62 admin/3 other) Per diem: \$138.46 (47.46 maint/88 admin/3 other) Per diem: \$145.96 (57.96 maint/85 admin/3 other) Per diem: \$750 (675 maint/61 admin/14 other) Per diem: \$206

Contract ID: 19466631 Fairfield County Department of Job and Family Services / Buckeye Ranch, Inc. 01/01/2025 - 12/31/2025 Page 2 of 3

Other 01/01/2025

# SIGNATURE OF THE PARTIES

Provider: Buckeye Ranch, Inc.

Print Name & Title	Signature	Date
Vickie Thompson-Sandy, CEO	MSandy	4.10.2025
	0	

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date
Fairfield County Conni	ssioner Sh	25 20/25

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

(V)



A Contract regarding Addendum: The Buckeye Ranch between Job and Family Services and

Approved on 4/30/2025 1:24:47 PM by Sarah Fortner, Deputy Director

South Jota

Sarah Fortner Deputy Director

Approved on 4/30/2025 2:31:56 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 Buckeye Ranch, Inc. and Child Protective Services Department.

(Fairfield County Job and Family Services)

Approved as to form on 5/14/2025 2:11:21 PM by Steven Darnell,

#### Signature Page

Resolution No. 2025-05.20.u

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

(Fairfield County Job and Family Services)

Upon the motion of Commissioner David L. Levacy, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

Jeffrey M. Fix, President Steven A. Davis, Vice President David L. Levacy Absent Aye Aye

Board of County Commissioners Fairfield County, Ohio

#### 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.

this him

Bennett Niceswanger Board of County Commissioners Fairfield County, Ohio

2025-05.20.v

# A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between The Ohio Teaching Family Association 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 Ohio Teaching Family Association, 4020 Waterville Swanton Rd, PO Box 300, Swanton, Ohio 43558 and

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

**WHEREAS,** this amended agreement shall be effective April 1<sup>st</sup>, 2025 through March 31<sup>st</sup>, 2026; 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 Ohio Teaching Family Association.

Prepared by: Michele White cc: JFS / Program Contract Specialist

# **Purchase Order**

25001983 - 03

Page: 1 of 1

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

210 East Main Street

Lancaster, Ohio 43130

Fiscal Year 2025

Purchase Order #

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

Revisions: 003

Delivery must be made within doors of specified destination.

#### Expiration Date: 12/15/2025

JOB & FAMILY SERVICES VENDOR S H THE OHIO TEACHING FAMILY 239 W MAIN STREET ASSOCIATION Î P LANCASTER, OH 43130 PO BOX 300 Phone: 740-652-7889 SWANTON, OH 43558 T O

VENDOR PHONE N	UMBER VEN	IDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
419-825-344	0		2083	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
01/01/2025	14262			JOB & FAMILY SERVICES
NOTES				

#### BOARD AND CARE

JOB & FAMILY SERVICES

239 W MAIN STREET

Phone: 740-652-7889

LANCASTER, OH 43130

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

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MODIFIED: BOARD AND CARE	1.0	EACH	\$150,000.00	\$150,000.00

COUNTY AUDITOR'S CERTIFICA	TE	Total Ext. Price	\$150,000.00
It is hereby certified that the amount \$150,000.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.		Total Sales Tax	\$0.00
		Total Freight	\$0.00
		Total Discount	\$0.00
Date: 01/01/2025	Carrie L. Brown	Total Credit	\$0.00
Date: 01/01/2020	Auditor Fairfield County, OH	Purchase Order Total	\$150,000.00

Vendor Copy

In entering into a contract with Fairfield County (hereinafter "County"), a political subdivision of the State of Ohio, Ohio Teaching Family Association (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 **anv** 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 extrajudicial 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.

Business Manager Company Representative Signature and Title

Jonathan Arnold - Ohio Teaching Family Association

Company Representative Name and Company

5/2/2025

Date

# **ROUTING FORM FOR CONTRACTS**

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

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

Name and Title

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

#### Ohio Department of Job and Family Services

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

#### ADDENDA TO AGREEMENT

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

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

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

And Ohio Teaching Family Association hereinafter "Provider," whose address is:

Ohio Teaching Family Association 4020 Waterville Swanton Rd Po Box 300 Swanton, OH 43558

Collectively the "Parties".

Contract ID: 19468581

Originally Dated: 04/01/2025 to 03/31/2026

#### Ohio Department of Job and Family Services

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

Addenda Number 1:

Addenda Reason: Addenda Begin Date: Addenda End Date: Increased Amount: Article Name: Addenda Reason Narrative: Addendum to add the following:

04/01/2025

Other

Per diem \$551 (523 maint/28 admin)

# SIGNATURE OF THE PARTIES

Provider: Ohio Teaching Family Association

Print Name & Title	Signature	Date
AUDREY HERROOM Teaching - Parent	Chang harmon	4/10/2025
Jonathan Arnold - Business Manager	Somethan anold	4/10/2025

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date
Fairfield Courty Commissioner	- &	5/20/25
J		



A Contract regarding Addendum: Ohio Teaching Family Association between Job and Family Services and

Approved on 4/30/2025 1:26:25 PM by Sarah Fortner, Deputy Director

South Jota

Sarah Fortner Deputy Director

Approved on 4/30/2025 2:32:08 PM by Corey Clark, Director of Fairfield County Job & Family Services

L BCh

Corey Clark, Director Fairfield County Job & Family Services

Prosecutor's Approval Page

Resolution No.

Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between The Ohio Teaching Family Association and Child Protective Services

(Fairfield County Job and Family Services)

Approved as to form on 5/14/2025 2:06:14 PM by Steven Darnell,

#### Signature Page

Resolution No. 2025-05.20.v

Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between The Ohio Teaching Family Association and Child Protective Services

(Fairfield County Job and Family Services)

Upon the motion of Commissioner David L. Levacy, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

Jeffrey M. Fix, President Steven A. Davis, Vice President David L. Levacy Absent Aye Aye

Board of County Commissioners Fairfield County, Ohio

#### 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.

this him

Bennett Niceswanger Board of County Commissioners Fairfield County, Ohio 2025-05.20.w

# A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Lutheran Homes Society, Inc. dba Genacross Family & Youth Services.

**WHEREAS,** Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with Lutheran Homes Society, Inc. dba Genacross Family & Youth Services, 1905 Perrysburg Holland Rd., Holland, OH 43528; 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 July 1st, 2025, through June 30<sup>th</sup>, 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 Lutheran Homes Society, Inc. dba Genacross Family & Youth Services.

Prepared by: Michele White cc: JFS / Program Contract Specialist

OR	IGINAL	Carrí L. Brown, phd, mba, cgfm		Purchase Order
		Fairfield County Auditor	Fiscal Year 2025	Page: 1 of 1
		210 East Main Street Lancaster, Ohio 43130		PPEAR ON ALL INVOICES, SHIPPING PAPERS.
В	JOB & FAMILY SERVICES	Revisions: 000	Purchase Order #	25004384 - 00
	239 W MAIN STREET LANCASTER, OH 43130		Delivery must be made within	n doors of specified destination.
	Phone: 740-652-7889		Expiration Date:	12/15/2025
D T O			·	
E N D O R	LUTHERAN HOMES SOCIETY, I GENCROSS LUTHERAN SERVI FAMILY & YOUTH SERVICES 1905 PERRYSBURG HOLLAND HOLLAND, OH 43528	CES-	JOB & FAMILY SERVICES 239 W MAIN STREET LANCASTER, OH 43130 Phone: 740-652-7889	3

VENDOR PHONE N	OMBER VEN	IDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
			4809	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
05/12/2025	7981			JOB & FAMILY SERVICES
		NOT	ES	

#### BOARD AND CARE

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

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	BOARD AND CARE	1.0	EACH	\$100,000.00	\$100,000.00

COUNTY AUDITOR'S CERTIFICAT	E	Total Ext. Price	\$100,000.00
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.		Total Sales Tax	\$0.00
		Total Freight	\$0.00
		Total Discount	\$0.00
Date: 05/12/2025	Carrie L. Brown	Total Credit	\$0.00
Date: 00/12/2020	Auditor Fairfield County, OH	Purchase Order Total	\$100,000.00

Vendor Copy

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.

# **ROUTING FORM FOR CONTRACTS**

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

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

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.\*

$\wedge$	Entity Validation Feb 4, 2025	×	See All Alerts
	Entity validation is the first step in getting your		
	Unique Entity ID or registering in SAM.gov. <u>Review</u>		
	<u>time</u> will depend on whether we can make a match		
	from your original document <u>submission o</u> r if we need		
	to <u>request additional documentation</u> . Have		
	questions? Our <u>online resource page</u> contains helpful		
	information about this process.		

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**Federal Organizations** 

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Our Website	Our Partners
About This Site	Acquisition.gov
Our Community	USASpending.gov
Release Notes	Grants.gov
System Alerts	More Partners
Policies	Customer Service
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Restricted Data Use	Federal Service Desk
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## A 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.

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# Certified Search for Unresolved Findings for Recovery

OHIO AUDITOR OF STATE KEITH FABER

Auditor of State - Unresolved Findings for Recovery Certified Search

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

#### Contractor's Information:

#### Name: , Organization: Lutheran Homes Society, Inc Date: 5/12/2025 10:34:29 AM

This search produced the following list of **2** possible matches:

Name/Organization	Address
Focus Solutions	8075 Reading Road
Urban Strategies & Solutions	850 Lincoln 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.

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

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

In entering into a contract with Fairfield County (hereinafter "County"), a political subdivision of the State of Ohio, <u>Lutheran Homes Socuety</u> To(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 extrajudicial dispute resolution process;
- 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.

Title therap Homes Society, Inc. Iba MSS tamily + Youth Services Company Representative Signature and Title Company Representative Name and Company

Date

#### 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

Lutheran Homes Society, Inc. dba Genacross Family & Youth Services, hereinafter "Provider", whose address Is:

Lutheran Homes Society, Inc. dba Genacross Family & Youth Services 1905 Perrysburg Holland Rd Holland, OH 43528

Collectively the "Parties".

Contract ID: 19487882

07/01/2025 - 06/30/2026

Fairfield County Department of Job and Family Services / Lutheran Homes Society, Inc. dba Genacross Family & Youth Services

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Fairfield County Department of Job and Family Services / Lutheran Homes Society, Inc. dba Genacross Family & Youth Services

#### RECITALS

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

WHEREAS, the Agency is authorized under ORC Title 51, Chapter <u>5153.16</u> to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws in the State of Ohio or in the state where the Provider of services is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions; and is licensed, certified or approved to provide services to children and families in accordance with Ohio law or the state where the Provider of services is located.

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

#### Article I. SCOPE OF PLACEMENT SERVICES

In addition to the services described in Exhibit I-Scope of Work, Provider agrees to provide and shall provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services. If an Agreement and ICCA both exist, the Agreement supersedes.

See Attachment 3 for additional details.

#### Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Requests for Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

#### Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I- Scope of Work.

#### Section 1.03 EXHIBITS

The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- A. Exhibit I Scope of Work;
- B. Exhibit II Request for Proposals (if applicable);
- C. Exhibit III Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV Schedule A Rate Information.

#### Article II. TERM OF AGREEMENT

This Agreement is in effect from 07/01/2025 through 06/30/2026, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for \_\_\_\_\_\_ additional, \_\_\_\_\_ year terms not to exceed

years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal

[RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

#### Article III. ORDER OF PRECEDENCE

This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes precedence over the Exhibit(s).

In the event there is an inconsistency between the Exhibit(s), the inconsistency shall be resolved in the following order:

- A. Exhibit I: Scope of Work; then
- B. Exhibit II: Request for Proposals (if applicable); then
- C. Exhibit III: Provider's Proposals (if applicable); then
- D. Exhibit IV: Title IV-E Schedule A Rate Information.

#### Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement, attachments and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code (OAC) 5101:2-1-01 and any related cross-references.
- E. Aftercare Support, as defined, in rule 5101:2-1-01 the Administrative Code, is case management activities performed with or on behalf of a child/family, by the Qualified Residential Treatment Program (QRTP) as part of the required discharge plan developed by the permanency team for a minimum of six months from discharge.

Such activities are to include but are not limited to the following:

- 1. Minimum of monthly contact with child and family (Face-to-Face /Telephonic/Skype/etc.)
- 2. Linkage to community services.
- 3. Follow up with community service.
- 4. Documentation of the monthly contacts in the Residential Treatment Information System (RTIS).

When serving multiple children in the save family, the cost for non-Medicaid Aftercare Supports may be billed for only one child at the same time.

#### Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for

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routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.

- C. Provider agrees to deliver aftercare support as described in Article IV.
- D. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- E. Provider agrees that all caregivers must be approved by the Agency.
- F. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
  - 1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
  - 2. The Monthly Progress Report will include the following medical related information:
    - a. Service type (i.e. medical, dental, vision, etc.);
    - b. Date(s) of service;
    - c. Reason for visit (i.e. routine, injury, etc.);
    - d. Practitioner name, address and contact number;
    - e. Name of hospital, practice, urgent care, etc.;
    - f. Prescribed medications and dosages;
    - g. Date(s) medication(s) were prescribed or changed; and
    - h. Changes to medications.
- G. Placement changes, emergency or non-emergency, are to only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- H. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- I. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs (DCY 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

- 1. Absent Without Leave (AWOL);
- 2. Child Alleging Physical or Sexual Abuse / Neglect;
- 3. Death of Child;
- 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.

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- J. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
  - 1. When physical restraint is used/applied; and
  - 2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

- K. Documentation of the emergency and non-emergency incidents as identified in "I and J" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- L. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- M. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- N. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-30-05).
- O. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of <u>OAC 5101:2-42-67</u> as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- P. The Provider agrees to provide Independent Living Services as set forth in accordance with <u>OAC 5101:2-42-19</u> for all children age fourteen (14) and above.
- Q. When applicable, due to the Provider being part of a managed care agreement as defined in <u>OAC 5101:2-1-01</u>, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule <u>OAC 5101:2-42-65 of</u> the Ohio Administrative Code.
- R. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- S. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to <u>OAC 5101:2-5-33</u>, <u>OAC 5101:2-9-02</u> or <u>OAC 5101:2-9-03</u> has been completed.
- T. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- U. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.

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- V. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- W. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- X. The Provider agrees to adhere to the following Medical/Medication guidelines:
  - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
  - 2. To comply with the medical consent process as identified by Agency;
  - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
  - 4. Provide an initial placement medical screening within five working days of child's placement into a placement resource under the Provider's operation and/or oversight.
- Y. To arrange for required health care/medical examinations within time frames required by <u>OAC 5101:2-42-66.1</u> and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Z. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- AA. The Provider will immediately notify the Agency:
  - 1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
  - 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
  - 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rule violation.
  - 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

See Attachment 2 for additional details.

#### Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule <u>OAC 5101:2-42-65</u> of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan

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development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.

- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
  - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
  - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
  - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with <u>OAC</u> <u>5101:2-42-90</u>. Prior to a child's placement in alternative care or respite, <u>OAC 5101:2-42-90</u> (D) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

#### Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
  - 1. Provider's name, address, telephone number, email address, fax number if available, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
  - 2. Billing date and the billing period.
  - 3. Name of child, date of birth of child, and the child's Ohio Child Welfare Information System (Ohio CWIS) person I.D. number.
  - 4. Admission date and discharge date, if available.
  - 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
  - 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
    - a. Case Management; allowable administration cost;
    - b. Transportation, allowable maintenance cost;
    - c. Transportation; allowable administration cost;
    - d. Other Direct Services; allowable maintenance cost;
    - e. Behavioral health care; non-reimbursable cost; and

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- f. Other costs (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/ non-relmbursable cost.
- B. If Provider is an enrolled provider of Medicaid, Provider shall seek reimbursement for aftercare support provided to children through Medicaid. If a child is an open client with the QRTP the following services or activities may be billed to Medicaid as medically necessary. Aftercare support provided that is not available for Medicaid reimbursement shall be billed to the Agency. If Provider is not enrolled on Medicaid, reimbursement for aftercare support provided shall be billed to the Agency. Aftercare support provided to children who are not enrolled on Medicaid shall be billed to the Agency less any private insurance / third-party payor reimbursement obtained by Provider. Rates for aftercare support billed to the Agency shall be consistent with the prevailing Medicaid rate for Community Psychiatric Supportive Treatment (CPST) at the most recent version of which may be found at: Manuals and Rates (ohio.gov). If the parties agree to not use the Medicaid rates, an "Agreement for Title IV-E Agencies for the Provision of Non-Placement Services" will need to be created, and the negotiated rates will be displayed on the Schedule B.
- C. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

#### Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$500,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount pald 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

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- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
  - 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
  - 2. Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

See Attachment 1 for additional details.

#### Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon of the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.

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- 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

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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:
    - 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;
    - 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

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#### Provider shall comply with all of the following including but not limited to:

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with <u>ORC 2151.86</u>, <u>ORC 5103.0328</u>, <u>ORC 5103.0319</u> and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
  - 1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
  - 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
  - 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider certifies that it is in compliance with all applicable federal and State laws and regulations governing fair labor and employment practices.
- K. Provider further agrees to comply with 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, <u>OAC 5101:9-4-07</u> and <u>OAC 5101:2-47-23.1</u>.

#### Article XII. INDEPENDENT CONTRACTOR

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered in accordance with this Agreement.

#### Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with <u>ORC</u> <u>5103.0323</u>.
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in <u>OAC 5101:2-47-26.2</u> to DCY. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with <u>OAC 5101:2-47-26.2</u>. The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with <u>ORC 5101.11</u>, <u>ORC 5101.14</u>, and <u>OAC 5101:2-47-01</u>.
- E. Upon request from the Agency, the Provider shall submit a copy of the DCY 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
  - 1. <u>OAC 5101:2-47-11</u>: "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
  - 2. <u>OAC 5101:2-47-26.1</u>: "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";

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- 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 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	Lutheran Homes Society, Inc. dba Genacross Family & Youth Services 1905 Perrysburg Holland Rd Holland, OH 43528

#### 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

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- A. Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.
- B. This Agreement, Attachments, and all Exhibits embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by both the parties.

#### Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with <u>ORC 102.03</u>, <u>ORC 102.04</u>, <u>ORC 2921.42</u>, <u>ORC 2921.43</u>.
- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

#### Article XX. INSURANCE

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement.

Provider agrees to procure and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:
  - 1. Additional insured endorsement;
  - 2. Product liability;
  - 3. Blanket contractual liability;
  - 4. Broad form property damage;

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Fairfield County Department of Job and Family Services / Lutheran Homes Society. Inc. dba Genacross Family & Youth Services 07/01/2025 -06/30/2026 Page 16 of 26

- 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 llability (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;
  - 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.
  - The Provider further agrees with the following provisions:
    - 1. All policies, except workers' compensation and professional llability, 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

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F.

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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 walver 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 iosses 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

#### Contract ID: 19487882

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#### A. Criminal Record Check

- 1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
- 2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
- 3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in <u>ORC 5153.111(B)(1)</u>, <u>ORC 2919.24</u>, and <u>ORC 2151.86</u>, and <u>OAC Chapters 5101:2-5</u>, 5101:2-7, 5101:2-9, 5101:2-48.
- Provider agrees to be financially responsible for any of the following requirements in <u>OAC Chapters</u> <u>5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48</u> resulting in financial penalty due to lack of compliance with the criminal records checks.

#### B. Transportation of Child

- 1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
  - a. Maintenance of a current valid driver's license and vehicle insurance.
  - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in <u>ORC 4511.81.</u>
  - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
- 2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
  - a. The individual has a condition which would affect safe operation of a motor vehicle;
  - b. The individual has six (6) or more points on his/her driver's license; or
  - c. The individual has been convicted of, or pleaded guilty to, a violation of section <u>4511.19</u> (Operating vehicle under the influence of alcohol or drugs OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

#### C. Rehabilitation

- 1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of <u>OAC 5101:2-07-02(I)</u> as follows:
  - a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of <u>OAC 5101:2-7-02</u> have been met.
  - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with <u>OAC 5101:2-5-09</u> have been met.
- 2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.
- D. Verification of Job or Volunteer Application:

Provider shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

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#### 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

<u>ORC 9.24</u> prohibits public agencies from awarding an Agreement for goods, services, or construction paid for in whole or in part from federal, state and local funds, to an entity against whom a finding for recovery has been issued if the finding is unresolved. By entering into this Agreement, Provider warrants and represents that they do not have an unresolved finding for recovery. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be issued such finding by the Auditor of the State.

#### Article XXV. PUBLIC RECORDS

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall make available the Agreement and all public records generated as a result of this Agreement.

#### Article XXVI. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in <u>ORC Chapters 3119</u>, <u>3121</u>, <u>3123</u>, and <u>3125</u>.

#### Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with <u>ORC 5719.042</u>. Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

#### Article XXVIII. SUBCONTRACTING AND DELEGATION

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

#### Article XXIX. PROPERTY OF AGENCY

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables")

#### Contract ID: 19487882

Fairfield County Department of Job and Family Services / Lutheran Homes Society, Inc. dba Genacross Family & Youth Services 07/01/2025 -06/30/2026 Page 20 of 26 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. 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.

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Fairfield County Department of Job and Family Services / Lutheran Homes Society, Inc. dba Genacross Family & Youth Services

#### 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,

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Fairfield County Department of Job and Family Services / Lutheran Homes Society, Inc. dba Genacross Family & Youth Services

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the Service Provider should forward the involce 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 involce to FCCPS within thirty (30)days will constitute a waiver of any claim against FCCPS for payment of the involce. If the Service Provider receives additional notices regarding the invoice, the Service Provider must contact the FCCPS Finance Department at (740)-652-7816 or (740)652-7703 to confirm that FCCPS received the initial invoice and to obtain the status of payment arrangements. The Service Provider SHALL NOT pay the invoice and expect or request reimbursement from FCCPS without the prior written approval of FCCPS.

C. If a child who is in custody of FCCPS requires pharmaceutical supplies, Service Provider must obtain the supplies from a pharmacy that accepts Medicaid/insurance payments.

FCCPS retains the right to recoup funds from the Service Provider upon the determination that third party funds are duplicative (in the aggregate) of FCCPS payments to the Service Provider, or in the event that the Service Provider fails to properly credit any and all such third party payments. Relative to recouping funds, FCCPS may withhold from subsequent reimbursement to the Service Provider an amount equal to any un-credited or duplicate third party payments. For purposes of this paragraph, "third party" includes, but is not limited to , Medicaid and private insurance companies.

The Service Provider shall obtain and provide a written estimate for any non-routine, non-emergency, or out-ofnetwork medical and dental expenses to FCCPS along with the written recommendation of the physician or dentist. The Service Provider is not permitted to deliver or authorize any health/dental care or treatment services (including, but not limited to, mental health services), without the prior written consent of the FCCPS Deputy Director or authorized designee (see Consent for Medical Treatment letter).

#### Attachment Two.

Reason: Article

Section: Article V - Provider Responsibilities Detail: Article V ITEM A

Provider is responsible for ensuring transportation services are in place for all case-related activities and routine needs. If extenuating circumstances exist and provider is not able to utilize its own resources to ensure coverage, Provider must notify Agency in advance of the transportation need, and coordinate with Agency to arrange needed transportation. Provider should bring any extraordinary travel needs to the attention of Agency so both parties can ensure proper coverage and explore potential compensation for needed transportation services.

#### **ITEM B**

Progress reports, demonstration completion of monthly activities as required by Ohio Administrative Code, will be submitted on a monthly basis, by no later than the 20th calendar day of the following month.

#### ITEMS D, E, & F

After-Hours/On-Call Process

Provider shall notify Agency of any items identified in Article V, according to the following options: For calls during business hours (Monday through Friday, from 8:00 a.m. to 4:00 p.m., excluding holidays), Provider shall call (740) 652-7854 and inform the operator of the need to urgently speak to casework staff. For calls outside of business hours, Provider shall call (740)808-0009 or (740)808-0982 in order to notify Agency's On-Call staff member of the urgent situation.

#### Insert new item - ITEM S

Provider will ensure access to Normalcy activities, based upon the developmental, social, and emotional functioning of each child placement.

#### Insert new item - ITEM T

All Provider staff, and foster caregivers when applicable, should seek and receive prior authorization from Agency for

#### Contract ID: 19487882

Fairfield County Department of Job and Family Services / Lutheran Homes Society, Inc. dba Genacross Family & Youth Services 07/01/2025 -06/30/2026

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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.

#### Contract ID: 19487882

07/01/2025 - 06/30/2026

Fairfield County Department of Job and Family Services / Lutheran Homes Society, Inc. dba Genacross Family & Youth Services

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#### SIGNATURES OF PARTIES:

## Provider: Lutheran Homes Society, Inc. dba Genacross Family & Youth Services

Print Name & Title	Signature	Date
Executive Director	Fatil Jan Ja	5/9/25
	$\bigcirc$ $\bigcirc$ $\bigcirc$	

### Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date
Fourfield County Commission	mer)	5/20/25

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Fairfield County Department of Job and Family Services / Lutheran Homes Society, Inc. dba Genacross Family & Youth Services

Service Description	Service	Service Person Person Maintenance ID Per Diem	n Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transporation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Anthony Wayne GROUP Home(20031)	107799		\$329.83	\$10.65		\$5.80	\$0.12	\$0.78		\$106.82	\$454.00	\$454.00 07/01/2025	06/30/2026
East Toledo Group Home (20422)	44799		\$329.83	\$10.65		\$5.80	\$0.12	\$0.78		\$106.82	\$454.00	\$106.82 \$454.00 07/01/2025 06/30/2026	06/30/2026
Maumee Youth Center(20560)	107797 (		\$393.58	\$26.87		\$4.85	\$0.13	\$0.78		\$73.79	\$500.00	\$500.00 07/01/2025 06/30/2026	06/30/2026
Oregon GROUP Home(20030)	107798		\$329.83	\$10.65		\$5.80	\$0.12	\$0.78		\$106.82	\$454.00	\$454.00 07/01/2025 06/30/2026	06/30/2026
Wynn GROUP Home(20259)	107800		\$329.83	\$10.65		\$5.80	\$0.12	\$0.78		\$106.82		\$454.00 07/01/2025 06/30/2026	06/30/2026

KZ 519125

Contract ID: 19487882 Fairfield County Department of Job and Family Services / Lutheran Homes Society, Inc. dba Genacross Family & Youth Services / 24323

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Title IV-E Schedule A Rate Information



A Contract regarding Genacross Famity and Youth Services between Job and Family Services and

Approved on 5/13/2025 8:05:47 AM by Sarah Fortner, Deputy Director

South Jota

Sarah Fortner Deputy Director

Approved on 5/13/2025 9:14:48 AM by Corey Clark, Director of Fairfield County Job & Family Services

Lg BCh

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 Lutheran Homes Society, Inc. dba Genacross Family & Youth Services.

(Fairfield County Job and Family Services)

Approved as to form on 5/14/2025 2:07:51 PM by Steven Darnell,

#### Signature Page

Resolution No. 2025-05.20.w

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Lutheran Homes Society, Inc. dba Genacross Family & Youth Services.

(Fairfield County Job and Family Services)

Upon the motion of Commissioner David L. Levacy, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

Jeffrey M. Fix, President Steven A. Davis, Vice President David L. Levacy Absent Aye Aye

Board of County Commissioners Fairfield County, Ohio

#### 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.

this him

Bennett Niceswanger Board of County Commissioners Fairfield County, Ohio

2025-05.20.x

## A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Journey Home Foster Care and Child Protective Services Department.

**WHEREAS,** Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of an amendment to add a per diem rate to a previously approved service agreement with Journey Home Foster Care, 4040 Stone Ridge Rd., Zanesville, OH 43701; and

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

**WHEREAS,** this amended agreement shall be effective April 1<sup>st</sup>, 2025 through March 31<sup>st</sup>, 2026; 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 Journey Home Foster Care.

Prepared by: Michele White cc: JFS / Program Contract Specialist

## **Purchase Order**

Page: 1 of 1

## Carrí L. Brown, рhD, мвл, сдfм Fairfield County Auditor

210 East Main Street

Lancaster, Ohio 43130 Revisions: 002 Fiscal Year 2025

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

Purchase Order #

hase Order # **25003095 - 02** 

Delivery must be made within doors of specified destination.

#### Expiration Date: 12/15/2025

V<br/>E<br/>N<br/>D<br/>O<br/>RJOURNEY HOME FOSTER CARE<br/>4040 STONE RIDGE RD<br/>ZANESVILLE, OH 43701JOB & FAMILY SERVICES<br/>239 W MAIN STREET<br/>LANCASTER, OH 43130<br/>Phone: 740-652-7889T<br/>OT<br/>O

VENDOR PHONE NUMBER		DOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
			3346	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
02/19/2025	15528			JOB & FAMILY SERVICES
NOTES				

#### BOARD AND CARE

JOB & FAMILY SERVICES

239 W MAIN STREET

Phone: 740-652-7889

LANCASTER, OH 43130

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T O

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	\$2,695.00	\$2,695.00

	Auditor Fairfield County, OH	Purchase Order Total	\$2,695.00
Date: 02/19/2025	Carri J. Brown	Total Credit	\$0.00
		Total Discount	\$0.00
County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.		Total Freight	\$0.00
expenditure, for the above, has I	bunt \$2,695.00 required to meet the contract, agreement, obligation, payment or been lawfully appropriated, authorized or directed for such purpose and is in the	Total Sales Tax	\$0.00
COUNTY AUDITOR'S CERTIFIC	ATE	Total Ext. Price	\$2,695.00

Vendor Copy

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#### 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 Journey Home Foster Care hereinafter "Provider," whose address is:

Journey Home Foster Care 4040 Stone Ridge Rd Zanesville, OH 43701

Collectively the "Parties".

Contract ID: 19470631

Originally Dated: 04/01/2025 to 03/31/2026

## Ohio Department of Job and Family Services

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

Addenda Number 1: Addenda Reason: Addenda Begin Date: Addenda End Date: Increased Amount: Article Name:

Other 04/01/2025

Addenda Reason Narrative: Added a new per diem to the existing contract. Specialized \$135.00 Main: \$60.00 Admin: \$75.000

## **SIGNATURE OF THE PARTIES**

Provider: Journey Home Foster Care

Print Name & Title Signature Date Charity Wheeler, USW Su 4128/25 Evec. irector tile

Agency: Fairfield County Department of Job and Family Services

Print Name & Title Signature Date Fairfiel ld County Commissioner F 25



A Contract regarding Addendum-Journey Home Foster Care between Job and Family Services and

Approved on 5/12/2025 10:16:43 AM by Sarah Fortner, Deputy Director

South Jota

Sarah Fortner Deputy Director

Approved on 5/13/2025 9:20:20 AM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director Fairfield County Job & Family Services

## **ROUTING FORM FOR CONTRACTS**

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

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

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.\*

In entering into a contract with Fairfield County (hereinafter "County"), a political subdivision of the State of Ohio, Jaurey Home Foster Confereinafter "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 extrajudicial 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.

Company Representative Signature and Title Chority Wheeler, 152 Journey Home Foster Core

ompany Representative Name and Company

Prepared by Fairfield County Prosecutor's Office (Effective 04/09/2025)

Prosecutor's Approval Page

Resolution No.

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

(Fairfield County Job and Family Services)

Approved as to form on 5/14/2025 2:10:19 PM by Steven Darnell,

#### Signature Page

Resolution No. 2025-05.20.x

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

(Fairfield County Job and Family Services)

Upon the motion of Commissioner David L. Levacy, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

Jeffrey M. Fix, President Steven A. Davis, Vice President David L. Levacy Absent Aye Aye

Board of County Commissioners Fairfield County, Ohio

#### 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.

this him

Bennett Niceswanger Board of County Commissioners Fairfield County, Ohio

2025-05.20.y

## A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Family Wellness Solutions, Inc.

**WHEREAS,** Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with Family Wellness Solutions, Inc.; 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 July 1st, 2025 through June 30<sup>th</sup>, 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 Family Wellness Solutions, Inc.

Prepared by: Michele White cc: JFS / Program Contract Specialist

## 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

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

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

Collectively the "Parties".

## Table of Contents

#### RECITALS

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

WHEREAS, the Agency is authorized under ORC Title 51, Chapter <u>5153.16</u> to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws in the State of Ohio or in the state where the Provider of services is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions; and is licensed, certified or approved to provide services to children and families in accordance with Ohio law or the state where the Provider of services is located.

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

#### Article I. SCOPE OF PLACEMENT SERVICES

In addition to the services described in Exhibit I-Scope of Work, Provider agrees to provide and shall provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services. If an Agreement and ICCA both exist, the Agreement supersedes.

See Attachment 3 for additional details.

#### Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Requests for Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

#### Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I- Scope of Work.

#### Section 1.03 EXHIBITS

The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- A Exhibit I Scope of Work;
- B. Exhibit II Request for Proposals (if applicable);
- C. Exhibit III Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV Schedule A Rate Information.

#### Article II. TERM OF AGREEMENT

This Agreement is in effect from 07/01/2025 through 06/30/2026, 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;
- 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 <u>OAC 5101:2-42-67</u> as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with <u>OAC 5101:2-42-19</u> for all children age fourteen (14) and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in <u>OAC 5101:2-1-01</u>, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule <u>OAC 5101:2-42-65</u> of the Ohio Administrative Code.
- 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 <u>OAC 5101:2-5-33</u>, <u>OAC 5101:2-9-02</u> or <u>OAC 5101:2-9-03</u> has been completed.
- 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 <u>OAC 5101:2-42-66.1</u> and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- 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.
- Le Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
  - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
  - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it

will not have sufficient funds to enable it to make all payments due hereunder during such period; and

- 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with <u>OAC</u> <u>5101:2-42-90</u>. Prior to a child's placement in alternative care or respite, <u>OAC 5101:2-42-90</u> (D) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

## Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
  - 1. Provider's name, address, telephone number, email address, fax number if available, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
  - 2. Billing date and the billing period.
  - 3. Name of child, date of birth of child, and the child's Ohio Child Welfare Information System (Ohio CWIS) person I.D. number.
  - 4. Admission date and discharge date, if available.
  - 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
  - 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
    - a. Case Management; allowable administration cost;
    - b. Transportation, allowable maintenance cost;
    - c. Transportation; allowable administration cost;
    - d. Other Direct Services; allowable maintenance cost;
    - e. Behavioral health care; non-reimbursable cost; and
    - f. Other costs (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/ non-reimbursable cost.
- B. 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.
- 1. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
  - 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
  - 2. Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

See Attachment 1 for additional details.

## Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon of the effective date of the termination, the Provider agrees that it shall cease work on the terminated

activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.

- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
  - 1. Improper or inappropriate activities;
  - 2. Loss of required licenses;
  - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
  - 4. Unethical business practices or procedures; and
  - 5. Any other event that Agency deems harmful to the well-being of a child; or
  - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

#### Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
  - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
  - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
  - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Children and Youth (DCY), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only

be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.

- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H<sub>1</sub> Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
  - 1. Ensure the security and confidentiality of data;
  - 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
  - 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
    - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
    - b. Firewall protection;
    - c. Encryption of electronic data while in transit from Provider networks to external networks;
    - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
    - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
    - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.

- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Provider discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency.

#### Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

#### Provider shall comply with all of the following including but not limited to:

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with <u>ORC 2151.86</u>, <u>ORC 5103.0328</u>, <u>ORC 5103.0319</u> and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76,Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
  - 1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
  - 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
  - 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider certifies that it is in compliance with all applicable federal and State laws and regulations governing fair labor and employment practices.
- K. Provider further agrees to comply with 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<sub>1</sub> To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, <u>OAC 5101:9-4-07</u> and <u>OAC 5101:2-47-23.1</u>.

## Article XII. INDEPENDENT CONTRACTOR

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered in accordance with this Agreement.

## Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with <u>ORC</u> <u>5103.0323.</u>
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in <u>OAC 5101:2-47-26.2</u> to DCY. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with <u>OAC 5101:2-47-26.2</u>. The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with <u>ORC 5101.11</u>, <u>ORC 5101.14</u>, and <u>OAC 5101:2-47-01</u>.
- E. Upon request from the Agency, the Provider shall submit a copy of the DCY 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
  - 1. 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".

- <u>OAC 5101:2-47-26.1</u>: "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
- 3. OAC 5101:2-47-26.2: "Cost Report Agreed Upon Procedures Engagement".
- 4. DCY 02911 Single Cost Report Instructions.
- 5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
- 6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
- 7. 2 CFR part 200.501, Audit Requirements.

## Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:

- 1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
- 2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
- 3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

## Article XV. ATTACHMENTS/ADDENDA

This Agreement, Attachments, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written Addendum signed by both parties; however, it is agreed by the parties that any Addenda to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written Addenda. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum to this Agreement is prospective in nature.

#### Article XVI. NOTICE

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail, postage pre-paid:

if to Agency, to	Fairfield County Department of Job and Family Services 239 W Main St Lancaster, OH 43130
if to Provider, to	Family Wellness Solutions, Inc. 760 Linden Ave Zanesville, OH 43701

#### 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 <u>ORC 5153.111(B)(1)</u>, <u>ORC 2919.24</u>, and <u>ORC 2151.86</u>, and <u>OAC Chapters 5101:2-5</u>, 5101:2-7, 5101:2-9, 5101:2-48.
- Provider agrees to be financially responsible for any of the following requirements in <u>OAC Chapters</u> <u>5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48</u> resulting in financial penalty due to lack of compliance with the criminal records checks.

#### B. Transportation of Child

- 1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
  - a. Maintenance of a current valid driver's license and vehicle insurance.
  - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in <u>ORC 4511.81.</u>
  - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
- 2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
  - a. The individual has a condition which would affect safe operation of a motor vehicle;
  - b. The individual has six (6) or more points on his/her driver's license; or
  - c. The individual has been convicted of, or pleaded guilty to, a violation of section <u>4511.19</u> (Operating vehicle under the influence of alcohol or drugs OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

### C. Rehabilitation

- 1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of <u>OAC 5101:2-07-02(I)</u> as follows:
  - a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of <u>OAC 5101:2-7-02</u> have been met.
  - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with <u>OAC 5101:2-5-09</u> have been met.
- 2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.
- D. Verification of Job or Volunteer Application:

Provider shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

## Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in <u>OAC 5101:2-7-09</u>, OAC 5101:2-9-21, and <u>OAC 5101:2-9-22</u>

## Article XXIV. FINDINGS FOR RECOVERY

<u>ORC 9.24</u> prohibits public agencies from awarding an Agreement for goods, services, or construction paid for in whole or in part from federal, state and local funds, to an entity against whom a finding for recovery has been issued if the finding is unresolved. By entering into this Agreement, Provider warrants and represents that they do not have an unresolved finding for recovery. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be issued such finding by the Auditor of the State.

## Article XXV. PUBLIC RECORDS

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall make available the Agreement and all public records generated as a result of this Agreement.

#### Article XXVI. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in <u>ORC Chapters 3119</u>, <u>3121</u>, <u>3123</u>, and <u>3125</u>.

## Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with <u>ORC 5719.042</u>. Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

#### Article XXVIII. SUBCONTRACTING AND DELEGATION

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

## Article XXIX. PROPERTY OF AGENCY

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of

the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

## Article XXX. SEVERABILITY

If any term of this Agreement or its application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

## Article XXXI. NO ADDITIONAL WAIVER IMPLIED

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the same provision or condition. Waivers shall not be effective unless in writing.

## Article XXXII. COUNTERPARTS

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart An electronic signature or a scanned or otherwise reproduced signature shall be a binding signature and carry the same legal force as the original.

#### Article XXXIII. APPLICABLE LAW AND VENUE

This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

## ATTACHMENT

#### Attachment One.

Reason: Article Section: Article VIII - Reimbursement for Placement Services Detail: Article VIII

#### ITEM B

Agency agrees to pay Provider on the basis of a daily per diem (identified in Schedule A of this agreement) for the placement for each child, as identified by each child's current Level of Care (LOC). The LOC will be agreed upon at the time of placement. The Agency and Provider may request a re-evaluation of the child's LOC at any time in order to best meet the child's identified needs.

#### ITEM D

Agency agrees to provide a one-time initial clothing authorization of up to \$150.00 for children ten and under and up to \$250 for children over the age of ten. If the child is under ten and wearing adult sizes, the authorization will be for \$250.00. Any purchases beyond this must be due to extenuating circumstances and approved in writing, in advance of the purchase. Routine clothing needs are considered part of maintenance and will not be paid or reimbursed by Agency.

#### ITEM E

If a child goes on any form of unpaid leave and is reasonably expected to return to the same placement, Agency may pay for up to seven (7) consecutive nights of leave. In order for Agency to pay for such leave, Provider (including foster parents, if applicable) must agree to remain available for regular services and needed support during such leave. Leave beyond seven (7) days will not be paid unless extenuating circumstances exist, and both Agency and Provider agree to payment terms in advance, in writing.

Regardless of length, Agency will not pay Provider for any leave during which payment is being made to another provider, nor for leave where the child is in a paid or unpaid alternative placement outside of Provider's network due to a lack of placement availability with Provider. Any deviation from this must be agreed to in advance, in writing, by both Agency and Provider.

#### ITEM G

In any instance where payment cannot be made within 30 days, Agency will make every effort to ensure Provider is paid within 45 days, and is made aware in advance if this is not possible.

#### Item F

#### Medicaid/Insurance

Upon receipt of formal documentation, FCCPS will submit to Service Provider Medicaid/insurance numbers for children in FCCPS custody, as applicable. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of FCCPS. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third party payor for medical services rendered to children in FCCPS custody. FCCPS will not pay for the provision of any medical services to children in FCCPS 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-ofnetwork medical and dental expenses to FCCPS along with the written recommendation of the physician or dentist. The Service Provider is not permitted to deliver or authorize any health/dental care or treatment services (including, but not limited to, mental health services), without the prior written consent of the FCCPS Deputy Director or authorized designee (see Consent for Medical Treatment letter).

#### Attachment Two.

#### Reason: Article

Section: Article V - Provider Responsibilities

Detail: Article V

ITEM A

Provider is responsible for ensuring transportation services are in place for all case-related activities and routine needs. If extenuating circumstances exist and provider is not able to utilize its own resources to ensure coverage, Provider must notify Agency in advance of the transportation need, and coordinate with Agency to arrange needed transportation. Provider should bring any extraordinary travel needs to the attention of Agency so both parties can ensure proper coverage and explore potential compensation for needed transportation services.

#### ITEM B

Progress reports, demonstration completion of monthly activities as required by Ohio Administrative Code, will be submitted on a monthly basis, by no later than the 20th calendar day of the following month.

#### ITEMS D, E, & F

After-Hours/On-Call Process

Provider shall notify Agency of any items identified in Article V, according to the following options:

For calls during business hours (Monday through Friday, from 8:00 a.m. to 4:00 p.m., excluding holidays), Provider shall call (740) 652-7854 and inform the operator of the need to urgently speak to casework staff.

For calls outside of business hours, Provider shall call (740)808-0009 or (740)808-0982 in order to notify Agency's On-Call staff member of the urgent situation.

#### Insert new item - ITEM S

Provider will ensure access to Normalcy activities, based upon the developmental, social, and emotional functioning of each child placement.

#### Insert new item - ITEM T

All Provider staff, and foster caregivers when applicable, should seek and receive prior authorization from Agency for any type of non-routine medical care or medication needs. This includes, but is not limited to: major medical treatment, medical procedures, surgery, implementation of or change in psychotropic medications, and any other medical intervention that carries a high risk of side effects, impairment, or harm. Routine well visits and treatment for typical childhood illnesses will not require such prior authorization.

Contract ID: 19487833 Fairfield County Department of Job and Family Services / Family Wellness Solutions, Inc. 07/01/2025 - 06/30/2026 Page 22 of 25 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: Family Wellness Solutions, Inc.

Print Name & Title	Signature	Date
JESSICA Ash Director	Cle	5/12/25
	Λ	

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date
Fairfield County Commissioner	Se 2	5/20/25

( Q )

Cost End Date	06/30/2026	06/30/2026	<b>06/30/2026</b>	06/30/2026	<b>)6/30/2026</b>	<b>06/30/2026</b>
Cost Begin Date	07/01/2025 (	\$100.00 07/01/2025 (	\$100.00 07/01/2025 06/30/2026	\$100.00 07/01/2025 (	\$110.00 07/01/2025 06/30/2026	\$110.00 07/01/2025 06/30/2026
Total Per Diem Cost	\$87.00	6100.00	6100.00	\$100.00	\$110.00	6110.00
Other Per Diem Cost						
Behavioral Healthcare Per Diem						
Other Direct Services Per Diem						
Transporation / Maintenance Per Diem						
Transportation / Administration Per Diem						
Case Management Per Diem						
Administration Per Diem	\$42.00	\$50.00	\$45.00	\$50.00	\$50.00	\$45.00
Maintenance Per Diem	\$45.00	\$50.00	\$55.00	\$50.00	\$60.00	\$65.00
Person ID						
Person						
Service	3057657	3057657	3057658	3261665	3261665	3261665
Service Description	Family Foster Home (30385)- FFH	Family Foster Home (30385)- FFH	Treatment Foster Care (30385)- EN	Treatment Foster Care (30385)- SN	Treatment Foster Care (30385)- SN	Treatment Foster Care (30385)- SN

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information Agency: Fairfield County Department of Provider / ID: Family Wellness Solution:

07/01/2025 - 06/30/2026 Page 25 of 25

Contract ID: 19487833 Fairfield County Department of Job and Family Services / Family Wellness Solutions, Inc. / 8868947



A Contract regarding Family Wellness Solutions, Inc. between Job and Family Services and

Approved on 5/13/2025 2:56:11 PM by Sarah Fortner, Deputy Director

South Jota

Sarah Fortner Deputy Director

Approved on 5/13/2025 3:13:32 PM by Corey Clark, Director of Fairfield County Job & Family Services

La BCh

Corey Clark, Director Fairfield County Job & Family Services

### **Purchase Order**

Page: 1 of 1

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

210 East Main Street

Lancaster, Ohio 43130

Revisions: 003

Fiscal Year 2025

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

25002233 - 03 Purchase Order #

Delivery must be made within doors of specified destination.

#### Expiration Date: 12/15/2025

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

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

#### BOARD AND CARE

JOB & FAMILY SERVICES

239 W MAIN STREET

Phone: 740-652-7889

LANCASTER, OH 43130

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

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MODIFIED: BOARD AND CARE	1.0	EACH	\$51,351.00	\$51,351.00

	Auditor Fairfield County, OH	Purchase Order Total	\$51,351.00
Date: 01/09/2025	Carli L. Brown	Total Credit	\$0.00
		Total Discount	\$0.00
certification now outstanding.	of collection to the credit of the submitted Fund(s) free from any obligation or	Total Freight	\$0.00
expenditure, for the above, has l	unt \$51,351.00 required to meet the contract, agreement, obligation, payment or seen lawfully appropriated, authorized or directed for such purpose and is in the	Total Sales Tax	\$0.00
COUNTY AUDITOR'S CERTIFIC	ATE	Total Ext. Price	\$51,351.00

Auditor Fairfield County, OH

Vendor Copy

In entering into a contract with Fairfield County (hereinafter "County"), a political subdivision of the State of Ohio, <u>Family Wellness</u> Sources (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 extrajudicial 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.

Directo Company Representative Signature and Title Company Representative Name and Company

## **ROUTING FORM FOR CONTRACTS**

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

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

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.\*

<u>A</u>	Entity Validation Feb 4, 2025	×	See All Alerts
<u> </u>	Entity validation is the first step in getting your		
	Unique Entity ID or registering in SAM.gov. <u>Review</u>		
	<u>time</u> will depend on whether we can make a match		
	from your original document <u>submission o</u> r if we need		
	to <u>request additional documentation</u> . Have		
	questions? Our <u>online resource page</u> contains helpful		
	information about this process.		

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or more information on how to use our key Simple Search	word search, visit our help guide Search Edite	pr
or more information on how to use our key Simple Search Any Words (i) All Words		)r
Simple Search		9 <b>r</b>

**Federal Organizations** 

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Our Website	Our Partners
About This Site	Acquisition.gov
Our Community	USASpending.gov
Release Notes	Grants.gov
System Alerts	More Partners
Policies	<b>Customer Service</b>
Terms of Use	Help
Terms of Use Privacy Policy	Help Check Entity Status

Restricted Data Use	Federal Service Desk
Freedom of Information Act	External Resources
Accessibility	Contact



## A WARNING

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## SAM.gov An official website of the U.S. General Services Administration

## Certified Search for Unresolved Findings for Recovery

OHIO AUDITOR OF STATE KEITH FABER

Auditor of State - Unresolved Findings for Recovery Certified Search

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

#### Contractor's Information:

Name: , Organization: Family Wellness Solutions, Inc. Date: 5/13/2025 12:32:18 PM

This search produced the following list of **0** possible matches:

Name/Organization

Address

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

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

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

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 Family Wellness Solutions, Inc.

(Fairfield County Job and Family Services)

Approved as to form on 5/14/2025 2:27:49 PM by Steven Darnell,

#### Signature Page

Resolution No. 2025-05.20.y

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Family Wellness Solutions, Inc.

(Fairfield County Job and Family Services)

Upon the motion of Commissioner David L. Levacy, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

Jeffrey M. Fix, President Steven A. Davis, Vice President David L. Levacy Absent Aye Aye

Board of County Commissioners Fairfield County, Ohio

#### 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.

this him

Bennett Niceswanger Board of County Commissioners Fairfield County, Ohio 2025-05.20.z

## A resolution authorizing the approval of a Shared Family Foster Home Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Perry County Children Services.

**WHEREAS,** Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a Shared Family Foster Home Agreement with Perry County Children Services, 526 Mill Street, New Lexington, OH 43764; and

**WHEREAS**, the purpose of the agreement is to provide Licensed Family Foster Home Placement and Related Services for children who are in the care and custody of the Agency; and

WHEREAS, this agreement shall be effective beginning April 1<sup>st</sup>, 2025; and

**WHEREAS,** a purchase order encumbering the funds for the services was acquired; and

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

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

**Section 1.** That the Fairfield County Board of Commissioners hereby approves the attached Shared Family Foster Home Agreement for Perry County Children Services.

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):
<ol> <li>Under \$77,250.00</li> <li>State Term #: (copy of State Term Contract must be attached)</li> <li>ODOT Term #: (See R.C. 5513.01)</li> <li>Professional Services (See the list of exempted occupations/services under R.C. 307.86)</li> <li>Emergency (Follow procedure under ORC 307.86(A))</li> <li>Sole Source (attach documentation as to why contract is sole source)</li> <li>Other: (cite to authority or explain why matter is exempt from competitive bidding)</li> </ol>
G. Agreement not subject to Sections A-F (explain):
H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
<ol> <li>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</li> <li>No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <a href="http://ffr.ohioauditor.gov/">http://ffr.ohioauditor.gov/</a>)</li> <li>Obtained 3 quotes for purchases under \$77,250.00 (as applicable)</li> <li>Purchase Order is included with Agreement</li> </ol>
5. Executed Ohio Law Acknowledgment Form (ORC 307.901)
Signed this day of, 20 Budget Manager
* Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure

your department is complying with any additional requirements. By submitting a request for approval, you

are certifying you have addressed County, statutory, and grant requirements.\*

## **Purchase Order**

### Carrí L. Brown, phD, мвA, CGFM Fairfield County Auditor

210 East Main Street

Lancaster, Ohio 43130 Revisions: 004 Fiscal Year 2025

Purchase Order #

Page: 1 of 1

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

25002300 - 04

Delivery must be made within doors of specified destination.

#### Expiration Date: 12/15/2025

V<br/>B<br/>N<br/>D<br/>O<br/>RDEANA & DAVID FEATHEROFF<br/>4325 OTTERBEIN RD<br/>RUSHVILLE, OH 43150JOB & FAMILY SERVICES<br/>239 W MAIN STREET<br/>LANCASTER, OH 43130<br/>Phone: 740-652-7889T<br/>OT<br/>O

VENDOR PHONE N	UMBER VEN	DOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE			
			2468				
DATE ORDERED	VENDOR NUMBER	R DATE REQUIRED FREIGHT METHOD/TERM		DEPARTMENT/LOCATION			
01/13/2025	18784			JOB & FAMILY SERVICES			
NOTES							

#### BOARD & CARE FOSTER

JOB & FAMILY SERVICES

239 W MAIN STREET

Phone: 740-652-7889

LANCASTER, OH 43130

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T O

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

Auditor Fairfield County, OH

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MODIFIED: BOARD & CARE FOSTER	1.0	EACH	\$9,000.00	\$9,000.00

COUNTY AUDITOR'S CERTIFICATE	Total Ext. Price	\$9,000.00
It is hereby certified that the amount \$9,000.00 required to meet the contract, agreement, obligation, payment of expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the	e Total Sales Tax	\$0.00
County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation of certification now outstanding.	r Total Freight	\$0.00
	Total Discount	\$0.00
Date: 01/13/2025 Care: 01/13/2025	Total Credit	\$0.00

Vendor Copy

Purchase Order Total

\$9,000.00

## SHARED FOSTER HOME AGREEMENT

The following child, <u>Annabelle Wells</u>, a minor child in the custody of <u>Fairfield County</u>

\_ (hereinafter known as **Placing Agency**), was placed in the foster

home listed below, a family licensed by Perry County Children Services hereinafter known as Licensing Agency). Licensing Agency grants permission for the Placing Agency to use the foster home for the following reason(s): Placement of Annabelle Wells \_\_\_\_.

Check if this is an update to a previously completed Shared Home Agreement

Licensing Agency Name: Perry County Children Services

Address, City, State, Zip Code: 526 Mill Street New Lexington, OH 43764

Phone Number: 740-342-3836 Fax Number: 740-342-5531 Emergency Phone Number: 740-342-4111 (ask for on-call worker) Representative: Kendall Fetty \_\_\_\_\_ E-mail Address: kendall.fetty @jfs.ohio.gov Provider Address: <u>4325 Otterbein Rd Rushville, Ohio</u> 43150 Provider Name(s):\_\_\_<u>Deanna and David Featheroff</u> \_\_\_\_\_Provider Phone Number: \_\_\_\_\_419-306-8514\_\_\_\_\_

Placing Agency Name: Fairfield County Child Protective Services Representative Name: Address, City, State, Zip Code: \_\_\_\_\_ 

Child's Name	Birthdate	SACWIS Person ID	Placement Date
Annabelle Elizabeth Wells	11/24/2011	<u>8773105</u>	4/24/2025

By signing this agreement, **the Placing Agency** agrees to:

- Supervise the child(ren)'s placement in this foster home.
- Not place any additional children in this foster home without the prior approval of the Licensing Agency.
- Provide the foster caregiver(s) all necessary documentation needed to enroll the child(ren) in an appropriate • school setting, when applicable and necessary documentation needed to assure the child(ren) receives medical care.
- Provide respite care as needed and/or requested by the foster family for the placing agency's foster children.
- Provide to the foster caregiver(s) and to the Licensing Agency, a 24 hour emergency telephone number (above).
- Pay the foster caregiver(s) a per diem of **\$** 45 per day, per child and to be responsible for any additional • expenses in accordance with the reimbursement policy of the Licensing Agency.

By signing this agreement, the Licensing Agency agrees to:

- Provide to the Placing Agency a current copy of the ODJFS Certificate to Board Children issued to the foster caregiver(s) and copies of any additional certificates issues while the home is being shared by two agencies upon request.
- Provide to the Placing Agency upon request, information available to children placed in this foster home.
- Immediately notify the Placing Agency of any problems or concerns about the child(ren) placed in this foster home. •

## By signing this agreement, **the foster/adoptive family** agree to:

Provide foster care to the child(ren) named in this agreement in accordance with the rules and regulations set forth in the Ohio Administrative Code, Foster Care Rules, and to abide by both policies of the above named agencies.

Licensing Agency Signature:	Date:
Placing Agency Signature:	Date:
Provider Signature:	Date:
Provider Signature:	Date:

Signature Page



## A Contract regarding Shared Home Agreement-Perry County between Job and Family Services and

Approved on 5/8/2025 12:26:53 PM by Sarah Fortner, Deputy Director

South Jota

Sarah Fortner Deputy Director

Approved on 5/8/2025 1:17:34 PM by Corey Clark, Director of Fairfield County Job & Family Services

L BCh

Corey Clark, Director Fairfield County Job & Family Services

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a Shared Family Foster Home Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Perry County Children Services.

(Fairfield County Job and Family Services)

Approved as to form on 5/14/2025 2:26:26 PM by Steven Darnell,

#### Signature Page

Resolution No. 2025-05.20.z

A resolution authorizing the approval of a Shared Family Foster Home Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Perry County Children Services.

(Fairfield County Job and Family Services)

Upon the motion of Commissioner David L. Levacy, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

Jeffrey M. Fix, President Steven A. Davis, Vice President David L. Levacy Absent Aye Aye

Board of County Commissioners Fairfield County, Ohio

#### 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.

this him

Bennett Niceswanger Board of County Commissioners Fairfield County, Ohio

2025-05.20.aa

## A Resolution to Approve the FY26 Juvenile Court Grant Funding Application with the Ohio Department of Youth Services

**WHEREAS,** Fairfield County Juvenile Court is the recipient of a Subsidy Grant from the Department of Youth Services; and

WHEREAS, a grant application is required for the FY26 Grant Year; and

**WHEREAS,** Judge Terre L. Vandervoort, Fairfield County Juvenile Court, has approved said grant application and requests approval of the Commissioners.

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

**Section 1.** That the Fairfield County Board of Commissioners resolve to approve the Juvenile Court Grant Funding Application with Ohio Department of Youth Services for the period of July 1, 2025, to June 30, 2025.

Prepared by: Alisha Hoffman cc: Juvenile Court

## **OHIO DEPARTMENT OF YOUTH SERVICES**

### JUVENILE COURT GRANT AGREEMENT AND FUNDING APPLICATION

This Grant Agreement and Funding Application is made and entered into by and between the State of Ohio, Department of Youth Services (herein referred to as "Department"), and the <u>Fairfield</u> County Board of County Commissioners or County Executive (herein referred to as "County") on behalf of the <u>Fairfield</u> County Juvenile Court (herein referred to as "Juvenile Court"). The Department will provide the base and variable allocations for each fiscal year for the biennial period beginning July 1, 2025, and ending June 30, 2027, subject to the terms and conditions of this agreement.

#### **TERMS AND CONDITIONS**

#### Eligibility

This Grant Agreement and Funding Application must be signed by the Administrative Judge and President of the County Commissioners or County Executive. A copy must be submitted to the local Ohio Family and Children First Council. The program shall include a method of assuring equal access for minority youth to the programs, care, and services provided through this grant.

#### Program Performance:

- 1) The Juvenile Court agrees to provide prevention, treatment, and rehabilitation programs for alleged or adjudicated unruly and delinquent children or children at risk of becoming unruly and delinquent children, inclusive of alternatives to commitment of youth to the Department.
- 2) The Juvenile Court agrees to provide early intervention, treatment and rehabilitation programs for youth adjudicated delinquent, unruly, or juvenile traffic offenders as outlined in this Agreement.
- 3) The Juvenile Court agrees to develop effective programs for youth, which preserve their rights and dignity. Program activities must be safe, productive, humane, and adequately supervised.
- 4) If funds are used to place youth in a community rehabilitation center or those that are located in a detention center, the center must meet the Ohio Department of Youth Services Standards for Detention Centers and the Standards for Community Residential Centers, or be accredited by the American Correctional Association. The center must adhere to the Office of Juvenile Justice and Delinquency Prevention (OJJDP) requirements.
- 5) If funds are used to place youth in a community corrections facility, the facility must meet the Ohio Department of Youth Services Standards for Community Residential Centers.
- 6) If funds are used to provide out of home placement of youth in a facility other than those identified in (4) or (5) above, the facility must be certified by a state agency with

certification, licensure, or approval authority, including, but not limited to, the Department of Youth Services, Department of Children and Youth, Department of Education, Department of Mental Health, or Department of Developmental Disabilities, or be accredited by the American Correctional Association.

- 7) The Juvenile Court agrees to participate in any program and fiscal monitoring conducted by or on behalf of the Department.
- 8) The Juvenile Court agrees to monitor and evaluate all programs funded through this grant.
- 9) If the Juvenile Court fails to submit the required data reporting forms or other documentation, the Department shall not make base or variable allocation payments to the county until the required information is received.
- 10) If a variable allocation payment is withheld due to failure to submit required reports and those reports are not submitted within 180 days of the due date, then the payment shall not be made to the county.
- 11) The Juvenile Court shall complete and submit with the Funding Application the individual Program Narratives (Attachment B) of this Agreement.
- 12) Describe the methods employed to ensure equal access for minority youth to the grant programs, care and services as specified in this Grant Agreement and Funding Application:

All youth shall be treated equally.

- 13) First Year (FY 2026) Goals:
  - a) Projected number of admissions to DYS in FY 2026: 2
  - b) Projected number of admissions to a CCF in FY 2026: 2

### Fiscal Accountability:

- 1. The Juvenile Court shall complete Attachment A of this Agreement.
- 2. Funds shall be used only for the provision of direct services to youth and for administrative costs associated with the direct services provided.
- 3. Administrative costs charged to a program are limited to those essential to the administration of the program; indirect costs charged by the county are unallowable within the grant.
- 4. Funds shall be deposited into the county Felony Delinquent Care and Custody Fund,
- 5. Funds received by the Juvenile Court shall not be commingled with any other funds,
- 6. All expenditures must be directly related to the approved programs identified in this Agreement.
- 7. The Juvenile Court shall maintain files on all agreements funded with grant funds, which shall be made available to DYS upon request.
- 8. Funds shall not be used for capital construction projects in a total amount exceeding 15% of the base allocation for the current fiscal year. No variable funds may be used for capital construction projects.
- 9. If any cash balance exists at the end of the state fiscal year, it shall be carried over into the next fiscal year within the Felony Delinquent Care and Custody Fund and shall not be reverted to the county's general fund.
- 10. Funds shall be in addition to, and shall not be used to reduce, any usual annual increase in county funding that the Juvenile Court is eligible to receive, or the current level of county funding of the Juvenile Court, and of any programs or services for delinquent children, unruly children, juvenile traffic offenders, or non-adjudicated youth supported by county moneys.
- 11. Funds shall be in addition to, and shall not be used to supplant, any existing county funds.
- 12. Reimbursement for training and travel costs is limited to that which relates to court services to youth. Records for these expenses shall be maintained.
- 13. Should a county employee be employed and paid by the subsidy grant in addition to his/her full-time job, the work must be performed on the employee's own time outside of his/her core hours for the other job and compensation must be reasonable and consistent with fair market value. Hours worked for both jobs must be clearly documented.
- 14. Overtime premiums paid to court employees must be prorated among the various activities of the employee and may not be charged exclusively to grant funds unless the employee works full time on the grant. Overtime rates can be paid only if, and in proportion to the time, the employee worked on the grant during the relevant time period.

- 15. At the time of separation from employment, the Department will only recognize accrued vacation/sick leave expense liability in proportion to the percentage of the employment period during which the employee was employed in programs funded by the grant and paid from grant funds, pursuant to statutory and county policy limits.
- 16. All obligations must be incurred by June 30<sup>th</sup> of each State Fiscal Year and liquidated by September 30th of the following State Fiscal Year, excepting unemployment and worker's compensation expenses.
- 17. Expenditures shall not exceed an approved program or approved program line item by twenty percent or five thousand dollars, whichever is less. An amendment must be submitted for the Department's prior approval for any expense which would exceed these limits or which would alter the nature of the program.
- 18. Up to one thousand dollars may be moved between or within programs into an approved program line item. In such cases, the court shall submit amended budget forms to the Department. Transfers of more than one thousand dollars require that an amendment be submitted to the Department for approval prior to the transfer of funds.
- 19. Cost of equipment, property, services or any other budgeted items must be at fair market value, or that which would be paid by a prudent buyer in a given community.
- 20. All purchases are subject to county purchasing policies and procedures, except that purchases of direct service for youth do not have to be competitively bid. If no county purchasing procedures exist, state purchasing procedures as outlined in the Ohio Revised Code shall be followed.
- 21. Proper inventory schedules must be maintained for all equipment purchased with grant funds, including the following information for all equipment: number, purchase price, date of acquisition, vendor, condition and location.
- 22. County-established guidelines will be used for the salvage of unusable, damaged, and/or non-repairable equipment taken out of the juvenile court or programs funded by the grant. If no county guidelines exist, state guidelines shall be followed.
- 23. The Department shall suspend funding to a Subsidy Grant funded program if it finds failure to comply with the Ohio Revised Code or administrative rules promulgated by the Department.

#### Audits and Monitoring

- 1. The Juvenile Court shall submit tracking forms, statistical information, and other reports on forms and according to the time frame established by the Department.
- 2. The Juvenile Court shall maintain records as needed to allow the Department or its designee to conduct program monitoring and evaluation.

- 3. The Juvenile Court shall, in writing, request the Auditor of State to perform additional procedures as part of the audit performed under Section 117.11 of the Ohio Revised Code, and shall provide a copy of applicable sections of the audit report to the Department upon request. The cost of performing the additional audit procedures shall be paid from the Felony Delinquent Care and Custody Fund. The scope of the additional procedures shall include legal compliance with Sections 5139.34 and 5139.43 of the Ohio Revised Code and Chapter 5139-67 of the Ohio Administrative Code, and examination of revenues and expenditures, cash balance, outstanding obligations, and internal controls.
- 4. The Department may perform an audit of the county Felony Delinquency Care and Custody Fund. When a county is selected for audit, the Department will perform an audit of the fiscal records in accordance with generally accepted auditing standards, including such tests of the funding records and such auditing procedures considered necessary under the circumstances. The scope of the audit will encompass, but may not be limited to, an examination of the financial transactions, funds and reports pertaining to the approved programs and an evaluation of compliance with the established rules and Grant Agreement.
- 5. Upon completion of the audit examinations, the Department shall issue an audit report which shall include a statement regarding the expenditures of funds and compliance with applicable regulations and the Grant Agreement, and with approved program amendments.
- 6. Within one hundred twenty (120) days of the date the Department conducts an audit, the Department shall, in writing, notify the Administrative Juvenile Judge of its intention to take exception to any of the actual costs therein reported. The County Fiscal Agent shall be required to refund to the Department from the county general revenue fund the amount of the exception to the reported costs within forty-five (45) days unless an appeal of the exception is filed.
- 7. If, within forty-five (45) days of the date of the Department's notification to take exception, the Administrative Juvenile Judge or Board of County Commissioners or County Executive does not file with the Department a request for appeal, the action proposed in the Department's notification shall be final and binding. If an appeal is filed, the Director of the Department shall notify the juvenile court regarding the decision of the appeal within forty-five (45) days from its receipt. The actions proposed in the Department's notifications may be made final and binding before the expiration of the forty-five days within which the county may appeal if the Administrative Juvenile Judge and the Board of County Commissioners or County Executive waive, in writing, the provisions of this paragraph. If the determination is made that the appeal of the exception is denied, the County Fiscal Agent shall be required to refund to the Department from the county general revenue fund the amount of the exception to the reported costs within thirty (30) days of notification of the appeal decision.
- If the County Fiscal Agent fails to repay the amount of the exception as provided in numbers (6) and/or (7) above, the amount will be deducted from the Juvenile Court's future base or variable payments.
- 9. The Juvenile Court shall, with reasonable advance notice, provide the Department or its designee with access to records, including any or all documents related to the Felony Delinquent Care and Custody Fund.

- 10. The Juvenile Court shall maintain accurate, legible and current fund records which indicate all income and expenditures related to the Felony Delinquent Care and Custody Fund.
- 11. The Juvenile Court shall support all income and expenditures with documentation to provide a clear audit trail for every transaction.
- 12. The Juvenile Court shall maintain all records related to this Agreement until the Department has accepted a final closing expenditures report for the last year for which the record documents or supports a cost or expenditure, or for three years, whichever is longer.

### **Certification of Program Compliance and Non-Supplanting of Funds:**

We certify that this program is in compliance with applicable sections of Ohio Revised Code, Sections 5139.34 and 5139.41 - 5139.44, and the Administrative Rules promulgated by the Department and will comply with all laws, including those involving ethics and all executive orders. A copy of this agreement has been submitted to the local Ohio Family and Children First Council.

#### Authorized Signatures:

Administrative Judge

**County Commissioner or County Executive** 

Date

Approval:

Director, Department of Youth Services

Date

Grant Agreement FY 2026-2027

## Fiscal Accountability Attachment A Page 1

County: Fairfield 05.07.25						
Allocations						
FY 2026 Tentative Base Allocation (YSG/510)	(1A)	\$	220,408.00	1		
FY 2026 Tentative Variable Allocation (RECLAIM/401)	(2A)	\$	684,728.38	-		
FY 2026 Supplemental RECLAIM Allocation	(3A)	Ś		-		
FY 2026 Targeted RECLAIM Allocation	(4A)	Ś		-		
FY 2026 Competitive RECLAIM Allocation	(5A)	ŝ.	75,000.00	-		
FY 2026 JDAI Allocation		÷ -	75,000.00	_		
FY 2026 Y/E EVB Program Development Allocation	(6A)	ې د -		_		
	(7A)	Ş -		-		
FY 2026 Behavioral Health Juvenile Justice (BHJJ) Allocations Subtotal	(8A)	Ş -		(A)	Ś	980,136.3
Tentative Carryover Balance as of 6/30/25 and	Carryove	r Limit			*	
Subsidy Grant Carryover (YSG + RECLAIM)*	(1B)	\$	157,504.03			
Targeted RECLAIM Carryover	(2B)	\$		-		
Competitive RECLAIM Carryover	(3B)	s -	139,438.90	-		
JDAI Carryover	(3B)	s -	155,450.50	-		
Y/E EVB Program Development Carryover (include any former HB-153 Funds)			122 742 05	-		
	(5B)	\$	132,742.85	_		
Behavioral Health Juvenile Justice (BHJJ)	(6B)	\$_				
Tentative Carryover Subtotal				(B) _	\$	429,685.7
arryover Limit 15% of Total FY 2024 RECLAIM and Youth Services Grant Allocations)				(C)	\$	216,351.0
Exemptions Subsidy Grant Carryover Exemption (YSG + RECLAIM)*	14.0.1	ć				
	(1D)	\$		-		
Targeted RECLAIM Exemption	(2D)	ş _		-		
Competitive RECLAIM Exemption	(3D)	\$	139,438.90	_		
JDAI Exemption	(4D)	\$				
Y/E EVB Program Development	(5D)	\$	132,742.85	-		
Behavioral Health Juvenile Justice (BHJJ)	(6D)	s -		-		
Total Exemptions	(00)	Ý -		(D)	\$	272,181.7
Withholdings						
Subsidy Grant (YSG + RECLAIM)*	(1E)	\$				
Targeted RECLAIM	(2E)	s -	1 1	-		
Competitive RECLAIM		è -		-		
JDAI	(3E)			-		
	(4E)	\$ -		-		
Y/E EVB Program Development	(5E)	ş _		-		
Behavioral Health Juvenile Justice (BHJJ)	(6E)	\$				
Withholding Estimate (to be withheld from FY 2026 payments)				(E) _	\$	-
Available Program Funds						1. A.A
Subsidy Grant (YSG + RECLAIM)*	(1F)	\$	1,062,640.41			
Targeted RECLAIM	(2F)	\$				
Competitive RECLAIM	(3F)	\$	214,438.90			
JDAI	(4F)	\$				
Y/E EVB Program Development	(5F)	\$	132,742.85			
Behavioral Health Juvenile Justice (BHJJ)	(6F)	\$				
Total Available FY 2026 Program Funds	()	* <u> </u>		(F)	\$	1,409,822.16
Estimated Program Costs	N. Marth	3. S.S.				
Subsidy Grant Estimated Program Costs (YSG & RECLAIM)*	(1G)	\$	788,357.70			
Targeted RECLAIM Estimated Program Costs	(10) (2G)	\$ -				
Competitive RECLAIM Estimated Program Costs		\$ -	214 429 00			
JDAI Estimated Program Costs	(3G)	÷ -	214,438.90			
Y/E EVB Program Development Costs	(4G)	2 -	CE 011			
	(5G)	\$	65,838.23			
Behavioral Health Juvenile Justice (BHJJ) Total Estimated FY 2026 Expenditures	(6G)	ş _			¢ .	000 004 00
·				(G) _:	<u>، د</u>	1,068,634.83
Unallocated Funds Subsidy Grant Unallocated (YSG & RECLAIM)*	4	ć	274 202	- 19		
	(1H)	\$	274,282.71			
Targeted RECLAIM Unallocated	(2H)	\$				
Competitive RECLAIM Unallocated	(3H)	\$	0.00			
JDAI Unallocated	(4H)	\$				
Y/E EVB Program Development Unallocated	(5H)	\$	66,904.62			
i		-				
Behavioral Health Juvenile Justice (BHJJ)	(6H)	\$				
	(6H)	\$		(H) ;	\$	341,187.33

#### ATTACHMENT A Page 2

#### County: field 05.07.25

FY: 26

Prepared By: Alisha Hoffman

Phone #

740-652-7494

3,909,879.00

\$

Funding Category	Activity Purpose	Local Program Name	Program Funding
Subsidy Grant	Behavioral Change Hybrid	Diversion	\$ 608,425.7
Subsidy Grant	Grant Administration	Resource Center	\$ 179,931.9
Competitive RECLAIM	Behavioral Change Hybrid	Community-Based School Attendance Intervention	\$ 98,100.00
Competitive RECLAIM	Behavioral Change Hybrid	RJJ Community Circles	\$ 95,838.9
Competitive RECLAIM	Behavioral Change Hybrid	Law Enforcement Cyber Safety	\$ 20,500.00
Y/E EVB Program Development	Program Development	Acorn and Other Training	\$ 48,602.50
Y/E EVB Program Development	Grant Administration	Restitution	\$ 17,235.73
	1		
	Total	Program Costs	\$ 1,068,634.83

Note:

For each program, indicate the Funding Source, Primary Purpose, Local Program Name, and the total budget for the program. Please list programs in order by funding source

(Subsidy Grant, Targeted, JDAI, Competitive, DAEI, Y/E EVB Program Development) then by local program name.

Provide the Juvenile Court Budget for the Current Year:

Exclude the following:

1. Any state or federal funding

2. Operational costs of detention centers, rehabilitation centers, or other facilities

## Staff Positions Budget Form

Name	Title	New or Existing	Number of Hours	Hourly <u>Rate</u>		Total
Joseph Bennett	Diversion Coordinator	Existing	720	36.25	\$	26,100.00
Amanda Enderle	Case Manager	Existing	1040	28.97	\$	30,128.80
Amanda Enderle	Case Manager	Existing	1040	30.42	\$	31,636.80
Patrick Epler	Deputy Director Diversion/QA	Existing	1040	45	\$	46,800.00
Patrick Epler	Deputy Director Diversion/QA	Existing	1040	47.25	\$	49,140.00
Leslie Glenn	Case Manager	Existing	- 1040	24.21	\$	25,178.40
Leslie Glenn	Case Manager	Existing	1040	25.42	\$	26,436.80
Jeannette Kline	Case Manager	Existing	1040	24.21	\$	25,178.40
Jeannette Kline	Case Manager	Existing	1040	25.42	\$	26,436.80
		TOTAL STAFF POSITIONS			\$	287,036.00
enefits 						
		TOTAL FRING	E BENEFITS		<u></u>	
		TOTAL STAFF and FRINGE BENEFITS			\$	287,036.00

## Staff Positions Budget Form

tivity Purpose:Behavioral C	hange Hybrid LOCAL	PROGRAM / ACTI	CATEGORY:		Subsidy Divers	
Name Brooke Woods Brooke Woods	<u>Title</u> Case Manager Case Manager	New or Existing Existing Existing	Number of Hours 1040 1040	Hourly <u>Rate</u> 25.07 26.32	\$	<u>Total</u> 26,072.80 27,372.80
		тс	DTAL STAFF POSITI	ONS	\$	340,481.60
e Benefits Ins/EAP Life Insurance Medicare OPERS Workers Compensation	\$ 101,528.00 \$ 190.90 \$ 4,936.90 \$ 47,667.42 \$ 5,107.22	6 8 2	E BENEFITS		\$	159,430.58
et Narrative - Describe the services	that the positions will provide.		and FRINGE BENE		\$ the youth bein	499,912.18 ng

## **Purchased or Contract Services Budget Form**

COUNTY:	Fairfield 04.25.25	FUNDIN	G CATEGORY:		Subsidy Gra	nt	
Activity Purpose:	pose:       Behavioral Change Hybrid       LOCAL PROGRAM / ACTIVITY NAME:			Diversion			
Agency Name/Individual (List all Providers by Name)	Public/ Private	Services to be provided	Quantity		Unit <u>Costs</u>		Total
Educational Service Cen	ter Public	Community Based Truancy	1	\$	108,513.56	\$	108,513.56
					1		
	-						
						-	
						-	
		an a					
Total Purchased or Cont	ract Services					\$	108,513.56

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

## Purchased or Contract Services Budget Form

COUNTY: Fai	rfield 04.25.25	FUNDING C	ATEGORY:	Co	mpetitive. REC	LAIM		
Activity Purpose: Behavio	oral Change Hy	brid LOCAL PROGRAM / ACTIN	LOCAL PROGRAM / ACTIVITY NAME:		Law Enforcement Cyber Safety			
Agency Name/Individual (List all Providers by Name)	Public/ <u>Private</u>	Services to be provided	Quantity		Unit <u>Costs</u>		Total	
Fairfield County Sheriff's Office	Public E	Expansion of Classes to Northern Fairfield County	1	\$	20,500.00	\$	20,500.00	
Total Purchased or Contract S						\$	20,500.00	

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

## Staff Positions Budget Form

COUNTY: Fairfield C		FUNDING CATEGORY:			Subsidy Grant Resource Center			
ctivity Purpose: Behavioral Ch		L FROGRAM / ACT			Resource	Center		
Name	Title	New or Existing	Number <u>of Hours</u>	Hourly <u>Rate</u>		Total		
Mickey Reid	Case Manager	Existing	1040	29.32	\$ 30,492.8			
Mickey Reid	Case Manager	Existing	1040	30.79	\$	32,021.60		
		т	OTAL STAFF POSITIO	ONS	\$	62,514.40		
ge Benefits								
e Insurance/EAP e Life Insurance e Medicare	\$ 23,785. \$ 35. \$ 906.	86						
e OPERS e Workers Compensation	\$ 906. \$ 8,752. \$ 937.	02	E BENEFITS		\$	34,417.56		
		TOTAL STAFF	and FRINGE BENEF	TITS	\$	96,931.96		
dget Narrative - Describe the services tl The Resou	rce Center staff provide the super-	vision of the youth, transp	portation to/from Reso	ource Center, coor	dination of			
core and evidence	based program componets, qualit	y assurance tracking, an	d communication with	the Court, comm	unity partners	, and		

## Purchased or Contract Services Budget Form

gency Name/Individual ist all Providers by Name)	Behavioral Change Hybrid Public/ Private	LOCAL PROGRAM / A		Resource Cen	ter		
ist all Providers by Name)				Resource Center			
		Services to be provided	Quantity	Unit <u>Costs</u>		Total	
Connexion West	Private	Renovations	1	\$ 50,000.00	\$	50,000.00	
TBD	Private	Car	1	\$ 30,000.00	\$	30,000.00	
			-	 			
				 	<u> </u>	2	
			-	 			
otal Purchased or Contr					\$	80,000.00	

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

## Staff Positions Budget Form

Activity Purpose: Behavioral Cha	ange Hybrid LOCAL PR	FUNDING CATEGORY:			Competitive RECLAIM RJJ Community Circles		
<u>Name</u> Kimberly Hoover	<u>Title</u> Case Manager	New or <u>Existing</u> Existing	Number <u>of Hours</u> 910	Hourly <u>Rate</u> 29.39	\$	<u>Total</u> 26,744.90	
Kimberly Hoover	Case Manager	Existing	910	30.86	\$	28,082.60	
ge Benefits		то	TAL STAFF POSITIC	ONS	\$	54,827.50	
ypeInsurance/EAPypeLife InsuranceypeMedicareypeOPERSypeWorkers Compensation	\$       23,785.50         \$       35.86         \$       795.00         \$       7,675.85         \$       822.41	TOTAL FRINGE	BENEFITS		\$	33,114.62	
		TOTAL STAFF and FRINGE BENEFITS		ITS	\$	87,942.12	

## **Purchased or Contract Services Budget Form**

COUNTY:	Fairfield 04.30.25	FUNDING	CATEGORY:	Competi	tive. RECLAI	М	
Activity Purpose:B	ehavioral Change Hyb	rid LOCAL PROGRAM / AC	LOCAL PROGRAM / ACTIVITY NAME:		RJJ Community Circles		
Agency Name/Individual (List all Providers by Name)	Public/ <u>Private</u>	Services to be provided	Quantity	Uni <u>Cos</u>		Total	
TBD	Public	Training, Finger Printing, Fliers	1	\$ 7,	896.78 \$	7,896.78	
					14 A		
and the second							
· · · · · · · · · · · · · · · · · · ·							
Fotal Purchased or Contr					\$	7,896.78	

COUNTY:	Fairfield 04.2	5.25 FUNDING C	FUNDING CATEGORY:		Competitive. RECLAIM			
Activity Purpose:	Behavioral Cha	ange LOCAL PROGRAM / ACTIV	LOCAL PROGRAM / ACTIVITY NAME: Community-Based School Attendance Interventio					
gency Name/Individual .ist all Providers by Name)	Public/ Private	Services to be provided	Quantity		Unit <u>Costs</u>		Total	
Educational Service Cente	r Public	Fairfield County Community School Attendance Intervention	1	\$	28,526.69	\$	28,526.69	
Educational Service Cente	r Public	Youth Incentives	1	\$	363.92	\$	363.92	
						<u>- 19</u>		
					day			
				-				
			-					
				_				
tal Purchased or Contrac								

**Purchased or Contract Services Budget Form** 

## **Program Maintenance Costs Budget Form**

COUNTY:	Fairfield 04.	25.25	FUNDING	CATEGORY: Y/E EVB Program Development
Activity Purpose:	Support Activity	Tracking	LOCAL PROGRAM / AC	
Item Description	Quantity	<u>Unit Cost</u>	<u>Total</u>	Briefly explain the reason needed.
Restitution	1	\$ 17,235.73	\$ 17,235.73	Timely payment of restitution to victims.
<b>Total Maintenance Costs</b>			\$ 17,235.73	

COUNTY:	Fairfield 04.30.25	FUNDING CATEGORY:		Y/E EVB Program Development Acorn and Other Training			
Activity Purpose:	Program Development						
Agency Name/Individual List all Providers by Name)	Public/ Private	Services to be provided	Quantity		Unit <u>Costs</u>		Total
National Assessment Center Asso	pciation Private	Ohio Acorn Implementation	1	\$	38,602.50	\$	38,602.50
Tyler Technologies	Private	Tyler System Training	1	\$	10,000.00	\$	10,000.00
otal Purchased or Cont	ract Services						

# Purchased or Contract Services Budget Form

Signature Page

Resolution No. 2025-05.20.aa

A Resolution to Approve the FY26 Juvenile Court Grant Funding Application with the Ohio Department of Youth Services

(Fairfield County Juvenile/Probate Court)

Upon the motion of Commissioner David L. Levacy, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

Jeffrey M. Fix, President Steven A. Davis, Vice President David L. Levacy Absent Aye Aye

Board of County Commissioners Fairfield County, Ohio

#### 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.

hohi

Bennett Niceswanger Board of County Commissioners Fairfield County, Ohio

2025-05.20.bb

# A resolution to approve the Replat of Sycamore Plaza II [Regional Planning]

**WHEREAS,** the Sycamore Plaza II subdivision is located in Violet Township; and

**WHEREAS,** the plat for this subdivision was originally recorded on July 10, 2010; and

**WHEREAS,** on August 6<sup>th</sup>, 2024, the Regional Planning Commission approved a Replat of Sycamore Plaza II.

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

**Section 1.** That this Board hereby approves and authorizes itself to execute said Replat of Sycamore Plaza II.

Prepared by: Joshua Hillberry cc: Regional Planning

#### Signature Page

Resolution No. 2025-05.20.bb

A resolution to approve the Replat of Sycamore Plaza II [Regional Planning]

(Fairfield County Regional Planning Commission)

Upon the motion of Commissioner David L. Levacy, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

Jeffrey M. Fix, President Steven A. Davis, Vice President David L. Levacy Absent Aye Aye

Board of County Commissioners Fairfield County, Ohio

#### 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.

the fin

Bennett Niceswanger Board of County Commissioners Fairfield County, Ohio 2025-05.20.cc

## A resolution authorizing the approval of a CDBG Participation agreement by Fairfield County Board of Commissioners and the Village of Amanda.

**WHEREAS,** the Fairfield County Regional Planning Commission is requesting the Board of Commissioners approval of a participation agreement with the Village of Amanda; and

**WHEREAS,** the purpose of the participation agreement is to outline the County's and Village's responsibilities regarding the PY24 CDBG Allocation Program Funds for ADA Ramp improvements within the Village of Amanda; and

**WHEREAS,** this agreement shall be effective May 20, 2025 through August 31, 2026.

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

**Section 1.** That the Fairfield County Board of Commissioners hereby approves the attached participation agreement with the Village of Amanda.

Prepared by: Joshua Hillberry cc: Regional Planning

## CDBG PARTICIPATION AGREEMENT COUNTY OF FAIRFIELD PY 2024 CDBG ALLOCATION PROGRAM

This agreement made as of \_\_\_\_\_\_, 20\_\_, by and between the Board of Commissioners of Fairfield County, Ohio, hereinafter designated as "County" and <u>the Village of Amanda</u>, hereinafter designated as "the <u>Village</u>", which for and in consideration of their mutual promises made herein agree as follows:

#### I. COUNTY PAYMENTS TOWARD CDBG PROJECTS

The Board of County Commissioners of Fairfield County, Ohio shall make payments up to  $\underline{\$ 100,000.00}$  towards the cost of construction for the following Projects, as selected by the <u>Village of Amanda</u> for PY <u>2024</u> CDBG Allocation Program funding, or as such budget is revised with the approval of the Ohio Department of Development:

### **ACTIVITY DESCRIPTION:**

#### 1. Amanda - ADA ramps

Installation of handicap ramps (18 handicap ramps installed)

The source of such County payments shall include and only include a PY 2024 grant to the County from the Ohio Development Services Agency through the Community Development Block Grant (CDBG) Allocation program, Grant Number B-F-24-1AV-1 and County payments are therefore conditions upon actually receiving such CDBG Allocation funds.

The disbursement and expenditure of County CDBG Allocation program funds shall be made only in compliance with the requirements of the County's GRANT AGREEMENT with the State of Ohio. All work must be completed by August 31, 2026 unless such time period is extended by the Ohio Department of Development. Disbursements are limited by the approved "Project Costs and Use of Funds" to costs directly associated with the GRANT AGREEMENT.

### II. COUNTY COOPERATION

The County Commissioners pledges its cooperation, support, and assistance to administer and disburse the CDBG Allocation program, funds in such a manner as to expedite and complete the Project in the best interests of the as well as in compliance with the requirements of the CDBG program and all other applicable state and federal laws and regulations.

### III. OTHER COUNTY RESPONSIBILITIES

The County Commissioners shall assume the responsibilities for the administration of the CDBG Allocation program not otherwise set forth as being assumed by the Village of

Amanda in this Participation Agreement, it being further understood that even those responsibilities being assumed by the Village of Amanda insofar as the State of Ohio is concerned are first and foremost the responsibility of the County.

### IV. COUNTY'S CLAIMS ON OWNERSHIP OF PROJECT IMPROVEMENTS

The County Commissioners will not have any claims on the ownership or use of any of the public improvements constructed or installed through the expenditure of County CDBG Allocation program funds except as otherwise set forth in this Participation Agreement. Likewise, the County will be free of any and all liabilities with regard to the public improvements except as regards its responsibilities to the State of Ohio for the proper administration of the CDBG funds.

#### V. VILLAGE OF AMANDA RESPONSIBILITIES

The Village of Amanda shall designate a Project Representative who will be responsible for coordinating with the County on Project activities and shall give the Project Representative the authority to work with the Project Engineer. Such activities may include delineating the Project location, locating of utilities, which may be affected by the Project, and other items requested by the Engineer which will enable the Contractor to properly construct the Project. In addition, the Village of Amanda shall give the Project Representative the authority to approve the Project plans and specifications, any necessary Project change orders and all contractor payments on behalf of the Village of Amanda. All such approval will be given along with those of the County and the Engineer. They (through the direction of the County) will be responsible for securing any required easements, waivers, appraisals, etc. in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. The Project Representatives shall attend the Pre-Construction Conference and assist with local needs (i.e. provisions of a place to store materials near the site, site inspections in addition to those conducted by the Engineer, etc.). The Village of Amanda shall incur the costs for design and construction inspection of the Project.

#### VI. <u>BIDDING</u>

The County shall be primarily responsible for bidding, contracting and construction management for all work elements outlined in the Grant Agreement with the Ohio Department of Development and for compliance with state and federal bidding and contracting regulations.

#### VII. OWNERSHIP AND USE OF PROJECT IMPROVEMENTS

Upon commencement of a substantial portion of the Project public improvements, the Village of Amanda shall have and assume all ownership of such improvements, materials, etc. which are associated with the Project not otherwise remaining under ownership of a contractor or vendor and the Village of Amanda shall have and assume all such ownership and liability upon completion of the Project. The Village of Amanda agrees to retain ownership of and to operate and provide reasonable maintenance of the

Project improvements for the purposes they were intended for a period of ten (10) years or more following completion of Project activities funded in whole or in part with CDBG Allocation program funds.

The Village of Amanda agrees to prohibit discrimination in the use of or benefits from the Project improvements on the basis of race, color, national origin, sex, age, or handicap in accord with State and Federal laws and regulations. The Village of Amanda further agrees to operate the facilities in such a manner as to assure maximum feasible benefit to persons of low and moderate income households.

During such ten (10) year period if for any reason the Village of Amanda is no longer able to maintain or operate the Village of Amanda owned Project improvements for the purposes they were intended or in compliance with the terms of this Participation Agreement, the Village of Amanda shall inform the County in writing of such actions or circumstances and shall fully cooperate with the County to make the most appropriate changes to comply as nearly as possible with the CDBG program intent and regulations.

#### VIII. ADDITIONAL FINANCING

The Village of Amanda shall obtain and provide all additional financing needed to complete all Project public improvements. In the event the Village of Amanda becomes aware of any problems in providing and/or obtaining all additional financing needed, the Village of Amanda shall immediately inform the County in writing and shall fully cooperate with the County in writing. The County will not approve any change orders above the amount of funds budgeted for this activity without prior Village of Amanda approval.

#### IX. <u>CONFLICT OF INTEREST</u>

No member, official or employee of the Village of Amanda shall have any personal interest, direct or indirect, in this Agreement or in the GRANT AGREEMENT conveying the CDBG Allocation funds to the County, nor shall any such member, official or employee participate in any decision relating to this Agreement or to the GRANT AGREEMENT which affects his/her personal interests or the interests of any corporation, partnership or association in which he/she is directly or indirectly, interested.

#### X. ACCESS TO RECORDS

The County, the Ohio Department of Development, the U.S. Department of Housing and Urban Development, the Comptroller of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Village of Amanda which are directly pertinent to the CDBG Allocation and program and the use of its funds or any other funds on this Project, for the purpose of the making audit, examination, excerpts and transcriptions.

## XI. TERMINATION OF AGREEMENT

of Amanda shall not enter into any new or additional obligation of the CDBG Allocation funds or any contracts which are in any other way dependent on the expenditure of the CDBG Allocation funds. In the event of termination by either party, the County shall continue to be responsible for the expenditure of CDBG Allocation funds to fulfill Village of Amanda obligations or contracts which were entered into prior to such termination, such responsibility being dependent on cooperative negotiation between both parties as to the least objectionable arrangements for closing out all such obligations and being dependent on the advice of and approval of the Ohio Department of Development.

#### XII. AMENDMENT TO AGREEMENT

This Participation Agreement may be amended by the parties upon their mutual written agreement.

IN WITNESS WHEREOF, the County and the Village of Amanda have entered into this Agreement by their duly authorized officials as of the date and year first above written.

Village of Amanda Signature

**BOARD OF COMMISSIONERS** FAIRFIELD COUNTY President Member Member

#### Approved as to form only:

0.000

Ву: \_\_\_\_\_

## **ROUTING FORM FOR CONTRACTS**

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.
A. Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
B. Goods and/or Services in excess of \$77,250.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
C. Dublic Improvement contracts – competitively selected pursuant to R.C. 153.08-153.12
D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
E. County Road Improvement/Construction-competitively selected pursuant to R.C. 5555.61
F. The subject matter was exempt from competitive selection for the following reason(s):
<ol> <li>Under \$77,250.00</li> <li>State Term #: (copy of State Term Contract must be attached)</li> <li>ODOT Term #: (See R.C. 5513.01)</li> <li>Professional Services (See the list of exempted occupations/services under R.C. 307.86)</li> <li>Emergency (Follow procedure under ORC 307.86(A))</li> <li>Sole Source (attach documentation as to why contract is sole source)</li> <li>Other: (cite to authority or explain why matter is exempt from competitive bidding)</li> </ol>
G. Agreement not subject to Sections A-F (explain):
H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
<ol> <li>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</li> <li>No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <a href="http://ffr.ohioauditor.gov/">http://ffr.ohioauditor.gov/</a>)</li> <li>Obtained 3 quotes for purchases under \$77,250.00 (as applicable)</li> <li>Purchase Order is included with Agreement</li> </ol>
5. Executed Ohio Law Acknowledgment Form (ORC 307.901)
Signed this day of, 20
Joshua T. Hillberry

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.\* Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a CDBG Participation agreement by Fairfield County Board of Commissioners and the Village of Amanda.

(Fairfield County Regional Planning Commission)

Approved as to form on 5/19/2025 9:24:23 AM by Steven Darnell,

Signature Page

Resolution No. 2025-05.20.cc

A resolution authorizing the approval of a CDBG Participation agreement by Fairfield County Board of Commissioners and the Village of Amanda.

(Fairfield County Regional Planning Commission)

Upon the motion of Commissioner David L. Levacy, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

Jeffrey M. Fix, President Steven A. Davis, Vice President David L. Levacy Absent Aye Aye

Board of County Commissioners Fairfield County, Ohio

#### 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.

hohi

Bennett Niceswanger Board of County Commissioners Fairfield County, Ohio

2025-05.20.dd

## A resolution authorizing the approval of a CDBG Participation agreement by Fairfield County Board of Commissioners and the Village of Rushville.

**WHEREAS,** the Fairfield County Regional Planning Commission is requesting the Board of Commissioners approval of a participation agreement with the Village of Rushville; and

**WHEREAS,** the purpose of the participation agreement is to outline the County's and Village's responsibilities regarding the PY24 CDBG Allocation Program Funds for Wastewater facilities improvements within the Village of Rushville; and

**WHEREAS,** this agreement shall be effective May 20, 2025 through August 31, 2026.

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

**Section 1.** That the Fairfield County Board of Commissioners hereby approves the attached participation agreement with the Village of Rushville.

Prepared by: Joshua Hillberry cc: Regional Planning

## CDBG PARTICIPATION AGREEMENT COUNTY OF FAIRFIELD PY 2024 CDBG ALLOCATION PROGRAM

This agreement made as of \_\_\_\_\_\_, 20\_\_\_, by and between the Board of Commissioners of Fairfield County, Ohio, hereinafter designated as "County" and <u>the Village of Rushville</u>, hereinafter designated as "the <u>Village</u>", which for and in consideration of their mutual promises made herein agree as follows:

## I. COUNTY PAYMENTS TOWARD CDBG PROJECTS

The Board of County Commissioners of Fairfield County, Ohio shall make payments up to \$ 84,400.00 towards the cost of construction for the following Projects, as selected by the <u>Village of Rushville</u> for PY 2024 CDBG Allocation Program funding, or as such budget is revised with the approval of the Ohio Department of Development:

ACTIVITY DESCRIPTION:

## 1. Rushville – Wastewater Improvements

The replacement of a lagoon and flow meter

The source of such County payments shall include and only include a PY 2024 grant to the County from the Ohio Development Services Agency through the Community Development Block Grant (CDBG) Allocation program, Grant Number B-F-24-1AV-1 and County payments are therefore conditions upon actually receiving such CDBG Allocation funds.

The disbursement and expenditure of County CDBG Allocation program funds shall be made only in compliance with the requirements of the County's GRANT AGREEMENT with the State of Ohio. All work must be completed by August 31, 2026 unless such time period is extended by the Ohio Department of Development. Disbursements are limited by the approved "Project Costs and Use of Funds" to costs directly associated with the GRANT AGREEMENT.

## II. COUNTY COOPERATION

The County Commissioners pledges its cooperation, support, and assistance to administer and disburse the CDBG Allocation program, funds in such a manner as to expedite and complete the Project in the best interests of the as well as in compliance with the requirements of the CDBG program and all other applicable state and federal laws and regulations.

## III. OTHER COUNTY RESPONSIBILITIES

The County Commissioners shall assume the responsibilities for the administration of the CDBG Allocation program not otherwise set forth as being assumed by the Village of

Rushville in this Participation Agreement, it being further understood that even those responsibilities being assumed by the Village of Rushville insofar as the State of Ohio is concerned are first and foremost the responsibility of the County.

## IV. COUNTY'S CLAIMS ON OWNERSHIP OF PROJECT IMPROVEMENTS

The County Commissioners will not have any claims on the ownership or use of any of the public improvements constructed or installed through the expenditure of County CDBG Allocation program funds except as otherwise set forth in this Participation Agreement. Likewise, the County will be free of any and all liabilities with regard to the public improvements except as regards its responsibilities to the State of Ohio for the proper administration of the CDBG funds.

## V. VILLAGE OF RUSHVILLE RESPONSIBILITIES

The Village of Rushville shall designate a Project Representative who will be responsible for coordinating with the County on Project activities and shall give the Project Representative the authority to work with the Project Engineer. Such activities may include delineating the Project location, locating of utilities, which may be affected by the Project, and other items requested by the Engineer which will enable the Contractor to properly construct the Project. In addition, the Village of Rushville shall give the Project Representative the authority to approve the Project plans and specifications, any necessary Project change orders and all contractor payments on behalf of the Village of Rushville. All such approval will be given along with those of the County and the Engineer. They (through the direction of the County) will be responsible for securing any required easements, waivers, appraisals, etc. in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. The Project Representatives shall attend the Pre-Construction Conference and assist with local needs (i.e. provisions of a place to store materials near the site, site inspections in addition to those conducted by the Engineer, etc.). The Village of Rushville shall incur the costs for design and construction inspection of the Project.

## VI. <u>BIDDING</u>

The County shall be primarily responsible for bidding, contracting and construction management for all work elements outlined in the Grant Agreement with the Ohio Department of Development and for compliance with state and federal bidding and contracting regulations.

## VII. OWNERSHIP AND USE OF PROJECT IMPROVEMENTS

Upon commencement of a substantial portion of the Project public improvements, the Village of Rushville shall have and assume all ownership of such improvements, materials, etc. which are associated with the Project not otherwise remaining under ownership of a contractor or vendor and the Village of Rushville shall have and assume all such ownership and liability upon completion of the Project. The Village of Rushville agrees to retain ownership of and to operate and provide reasonable maintenance of the

Project improvements for the purposes they were intended for a period of ten (10) years or more following completion of Project activities funded in whole or in part with CDBG Allocation program funds.

The Village of Rushville agrees to prohibit discrimination in the use of or benefits from the Project improvements on the basis of race, color, national origin, sex, age, or handicap in accord with State and Federal laws and regulations. The Village of Rushville further agrees to operate the facilities in such a manner as to assure maximum feasible benefit to persons of low and moderate income households.

During such ten (10) year period if for any reason the Village of Rushville is no longer able to maintain or operate the Village of Rushville owned Project improvements for the purposes they were intended or in compliance with the terms of this Participation Agreement, the Village of Rushville shall inform the County in writing of such actions or circumstances and shall fully cooperate with the County to make the most appropriate changes to comply as nearly as possible with the CDBG program intent and regulations.

## VIII. ADDITIONAL FINANCING

The Village of Rushville shall obtain and provide all additional financing needed to complete all Project public improvements. In the event the Village of Rushville becomes aware of any problems in providing and/or obtaining all additional financing needed, the Village of Rushville shall immediately inform the County in writing and shall fully cooperate with the County in writing. The County will not approve any change orders above the amount of funds budgeted for this activity without prior Village of Rushville approval.

## IX. CONFLICT OF INTEREST

No member, official or employee of the Village of Rushville shall have any personal interest, direct or indirect, in this Agreement or in the GRANT AGREEMENT conveying the CDBG Allocation funds to the County, nor shall any such member, official or employee participate in any decision relating to this Agreement or to the GRANT AGREEMENT which affects his/her personal interests or the interests of any corporation, partnership or association in which he/she is directly or indirectly, interested.

## X. ACCESS TO RECORDS

The County, the Ohio Department of Development, the U.S. Department of Housing and Urban Development, the Comptroller of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Village of Rushville which are directly pertinent to the CDBG Allocation and program and the use of its funds or any other funds on this Project, for the purpose of the making audit, examination, excerpts and transcriptions.

## XI. TERMINATION OF AGREEMENT

without prior Village of Rushville approval.

#### IN CONFLICTOL INTERIST

No member, official or employee of the Village of Rushville shall have any personal interest, direct or indirect, in this Agreement or in the GRANT AGREEMENT conveying the CDBG Allocation funds to the County, nor shall any such member. official or employee participate in any decision relating to this Agreement or to the GRANT AGREEMENT which affects his/her personal interests or the interests of any corporation, partnership or association in which he/she is directly or indirectly. interested.

#### X ACCESS TO RECORDS

The County, the Ohio Department of Development, the U.S. Department of Housing and Urban Development, the Comptroller of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Village of Rushville which are directly pertinent to the CDBG Allocation and program and the use of its funds or any other funds on this Project, for the purpose of the making audit, examination, excerpts and transcriptions.

#### XI. TERMINATION OF AGREEMENT

This Participation Agreement may be terminated by either party if there is substantial evidence that the other party failed to fulfill its responsibilities under the terms of this Agreement or under the GRANT AGREEMENT attached hereto. Any such termination must be accomplished in writing. In the event of termination by either party, the Village of Rushville shall not enter into any new or additional obligation of the CDBG Allocation funds or any contracts which are in any other way dependent on the expenditure of the CDBG Allocation funds. In the event of termination by either party, the County shall continue to be responsible for the expenditure of CDBG Allocation funds to fulfill Village of Rushville obligations or contracts which were entered into prior to such termination, such responsibility being dependent on cooperative negotiation between both parties as to the least objectionable arrangements for closing out all such obligations and being dependent on the advice of and approval of the Ohio Department of Development.

#### XII. AMENDMENT TO AGREEMENT

This Participation Agreement may be amended by the parties upon their mutual written agreement.

IN WITNESS WHEREOF, the County and the Village of Rushville have entered into this Agreement by their duly authorized officials as of the date and year first above written.

Rushville  $\mathbf{of}$ Village COMMISSIONERS

Stahn KBurge Stanature Marino

BOARD OF

FAIRFIELD COUNTY esident Member

## **ROUTING FORM FOR CONTRACTS**

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.
A. Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
B. Goods and/or Services in excess of \$77,250.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
C. Dublic Improvement contracts – competitively selected pursuant to R.C. 153.08-153.12
D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
E. County Road Improvement/Construction-competitively selected pursuant to R.C. 5555.61
F. The subject matter was exempt from competitive selection for the following reason(s):
<ol> <li>Under \$77,250.00</li> <li>State Term #: (copy of State Term Contract must be attached)</li> <li>ODOT Term #: (See R.C. 5513.01)</li> <li>Professional Services (See the list of exempted occupations/services under R.C. 307.86)</li> <li>Emergency (Follow procedure under ORC 307.86(A))</li> <li>Sole Source (attach documentation as to why contract is sole source)</li> <li>Other: (cite to authority or explain why matter is exempt from competitive bidding)</li> </ol>
G. Agreement not subject to Sections A-F (explain):
H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
<ol> <li>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</li> <li>No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <a href="http://ffr.ohioauditor.gov/">http://ffr.ohioauditor.gov/</a>)</li> <li>Obtained 3 quotes for purchases under \$77,250.00 (as applicable)</li> <li>Purchase Order is included with Agreement</li> </ol>
5. Executed Ohio Law Acknowledgment Form (ORC 307.901)
Signed this day of, 20
Joshua T. Hillberry

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.\* Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a CDBG Participation agreement by Fairfield County Board of Commissioners and the Village of Rushville.

(Fairfield County Regional Planning Commission)

Approved as to form on 5/19/2025 10:02:08 AM by Amy Brown-Thompson,

(Amy Brown Thompson

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

Signature Page

Resolution No. 2025-05.20.dd

A resolution authorizing the approval of a CDBG Participation agreement by Fairfield County Board of Commissioners and the Village of Rushville.

(Fairfield County Regional Planning Commission)

Upon the motion of Commissioner David L. Levacy, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

Jeffrey M. Fix, President Steven A. Davis, Vice President David L. Levacy Absent Aye Aye

Board of County Commissioners Fairfield County, Ohio

#### 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.

hohi

Bennett Niceswanger Board of County Commissioners Fairfield County, Ohio

2025-05.20.ee

# A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category –1001, General Fund

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 Fairfield County Board of Commissioners approves the transfer of appropriations into a major expenditure object category in the amount of \$21,692.00 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 \$21,692.00

From:23100101, 521000, Health Insurance; \$21,692.00To:23100101, 574000, Equipment, Software & Fixtures \$21,692.00

Signature Page

Resolution No. 2025-05.20.ee

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category –1001, General Fund

(Fairfield County Sheriff)

Upon the motion of Commissioner David L. Levacy, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

Jeffrey M. Fix, President Steven A. Davis, Vice President David L. Levacy Absent Aye Aye

Board of County Commissioners Fairfield County, Ohio

#### 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.

hohi

Bennett Niceswanger Board of County Commissioners Fairfield County, Ohio

2025-05.20.ff

## A resolution to appropriate from unappropriated in a major expenditure object category for Major Crimes; 7830 (8312), Drug Law Enforcement Grant FY22.

**WHEREAS,** additional appropriations are needed in the major expenditure object category for 7830(8312), Drug Law Enforcement Grant; 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 category:

\$ 5,000.00; 78783014, Capital Outlay \$20,000.00; 78783014, Contract Services

Prepared by: Christy Noland

## A resolution to appropriate from unappropriated in a major expenditure object category for Major Crimes; 7830 (8312), Drug Law Enforcement Grant.

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

\$ 5,000.00; 78783014 574000, Equipment \$20,000.00; 78783014 530000, Contractual Services

Prepared by: Christy Noland

Signature Page

Resolution No. 2025-05.20.ff

A resolution to appropriate from unappropriated in a major expenditure object category for Major Crimes; 7830 (8312), Drug Law Enforcement Grant FY22.

(South Central Major Crimes Unit)

Upon the motion of Commissioner David L. Levacy, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

Jeffrey M. Fix, President Steven A. Davis, Vice President David L. Levacy Absent Aye Aye

Board of County Commissioners Fairfield County, Ohio

#### 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.

hohi

Bennett Niceswanger Board of County Commissioners Fairfield County, Ohio

## A resolution to authorize the Fairfield County Commissioners to sign the South Central Ohio Major Crimes Unit Subgrant Award Agreement for the Ohio Drug Law Enforcement Fund Grant 2024

**WHEREAS,** the South Central Ohio Major Crimes Unit has been awarded \$131,310.55 for the 2024 Ohio Drug Law Enforcement Fund; and

**WHEREAS,** it is necessary for the Fairfield County Board of Commissioners to sign the attached award agreement for the Ohio Drug Law Enforcement Fund (2024-DL-LEF-41566) in the amount of \$131,310.55; and

**WHEREAS,** the Board of Commissioners desires to assign authority to the County Administrator, Aundrea Cordle to serve as the sponsor on behalf of the Commission for any documents relating to the 2024 Ohio Drug Law Enforcement Fund Grant.

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

**Section 1.** The Board of Commissioners hereby approves and authorizes itself to sign the attached Subgrant Award Agreement as requested by the Fairfield-Hocking Athens Major Crimes Unit.

**Section 2.** The Board of County Commissioners assigns authority to the County Administrator, Aundrea Cordle to serve as the sponsor on behalf of the Board of County Commissioners for any documents relating to the 2024 Ohio Drug Law Enforcement Fund grant.

Prepared by: Christy Noland cc: MCU



ocjs.ohio.gov

Mike DeWine, Governor Jim Tressel, Lt. Governor

Andy Wilson, Director

Office of Criminal Justice Services

#### SUBGRANT AWARD AGREEMENT

#### Subgrant Number: 2024-DL-LEF-41566 Title: South Central Ohio Major Crimes Unit

In accordance with the provisions of the Ohio Drug Law Enforcement Fund (DLEF) as enacted by the 127th General Assembly of Ohio in House Bill 562 on September 23, 2008 and as set forth in Ohio Revised Code Section 5502.68 Ohio Drug Law Enforcement Application 2022, the Ohio Office of Criminal Justice Services, as the duly authorized State Agency, hereby approves the project application submitted as complying with requirements of the Agency for the fiscal year indicated in the subgrant number above and awards to the foregoing Subgrantee a Subgrant as follows:

Subgrantee:	Fairfield County Commissioners					
Implementing Agency:	Fairfield County Sheriff					
Award Periods:	07/01/2025 to 06/30/2026					
Closeout Deadline:	08/29/2026					
Award Amounts:	OCJS Funds:	\$98,482.91	75%			
	Cash Match:	\$32,827.64	25%			
	Inkind Match:	\$0.00	0%			
	Project Total	\$131,310.55	100%			

The terms set forth in the 'Responsibility for Claims' section of the OCJS Standard Federal Subgrant Conditions Handbook are subject to Ohio law, including section 3345.15 of the Ohio Revised Code and the Ohio Constitution. As a result, those terms may not apply to subgrant recipients who are political subdivisions of the state, and do not apply to state instrumentalities.

This Subgrant is subject to the statements as set forth in the approved Programmatic and Budget Application submitted and approved revisions thereto, as well as the OCJS Standard Federal Subgrant Conditions and Special Conditions to this Subgrant, which are attached hereto and hereby included by reference herein. The Subgrant is also bound by all applicable federal guidelines, as referenced in the Standard Conditions. Revisions to this Subgrant Award Agreement must be approved in writing by OCJS.

The Subgrant shall become effective as of the award date, for the period indicated, upon return to OCJS of this Subgrant Award Agreement executed on the behalf of the Subgrantee's and Implementing Agency's authorized official in the space provided below.

chrier

Nicole M. Dehner, Executive Director Ohio Office of Criminal Justice Services

05/09/2025

Award Date

The Subgrantee agrees to serve as the official subrecipient of the award, agrees to provide the required match as indicated above, and assumes overall responsibility for the compliance with the terms and conditions of the award. I hereby accept this subgrant on behalf of the Subgrantee.

County Commissioner Steven Davis

Date

The Implementing Agency agrees to comply with the terms and conditions of the award. I hereby accept this subgrant on behalf of the Implementing Agency.

05.12.20

Sheriff Alex Lape

Date

#### **Mission Statement**

"to save lives, reduce injuries and economic loss, to administer Ohio's motor vehicle laws and to preserve the safety and well being of all citizens with the most cost-effective and service-oriented methods available."

## **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 \$75,000.00 competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. Goods and/or Services in excess of \$75,000.00 competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. Dublic Improvement contracts competitively selected pursuant to R.C. 153.08-153.12
- D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. County Road Improvement/Construction-competitively selected pursuant to R.C. 5555.61
- F. The subject matter was exempt from competitive selection for the following reason(s):
  - 1. Under \$75,000
  - 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:

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

(cite to

- 2. No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <u>http://ffr.ohioauditor.gov/</u>)
- 3. Obtained 3 quotes for purchases under \$75,000 (as applicable)
- 4. Purchase Order is included with Agreement

Signed this \_\_\_\_\_\_ day of \_\_\_\_\_\_ , 20\_\_\_\_\_

holand

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.\* Prosecutor's Approval Page

Resolution No.

A resolution to authorize the Fairfield County Commissioners to sign the South Central Ohio Major Crimes Unit Subgrant Award Agreement for the Ohio Drug Law Enforcement Fund Grant 2024

(South Central Major Crimes Unit)

Approved as to form on 5/14/2025 2:37:00 PM by Amy Brown-Thompson,

(Any Brown Thompson

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

#### Signature Page

Resolution No. 2025-05.20.gg

A resolution to authorize the Fairfield County Commissioners to sign the South Central Ohio Major Crimes Unit Subgrant Award Agreement for the Ohio Drug Law Enforcement Fund Grant 2024

(South Central Major Crimes Unit)

Upon the motion of Commissioner David L. Levacy, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

Jeffrey M. Fix, President Steven A. Davis, Vice President David L. Levacy Absent Aye Aye

Board of County Commissioners Fairfield County, Ohio

#### 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.

this him

Bennett Niceswanger Board of County Commissioners Fairfield County, Ohio 2025-05.20.hh

## Approval to enter into the 2024 Cooperative Agreement for funding to acquire Agricultural Easements through the Clean Ohio Local Agricultural Easement Purchase Program for Fairfield County, Ohio

**WHEREAS,** the Fairfield County Board of Commissioners pursued funding in the Fall of 2023 to acquire agricultural easements in 2024 with the State of Ohio through the Ohio Department of Agriculture Clean Ohio Local Agricultural Easement Purchase Program; and

**WHEREAS,** the Fairfield County Board of Commissioners desire to continue to support the protection of prime agricultural soils and other natural resources in accordance with the 2024 Land Use Plan and 2022 Fairfield Growing Agricultural Economic Development Plan; and

**WHEREAS,** the County must enter a Cooperative Agreement as local sponsor for the 2024 funding round and a County Commissioner must sign the 2024 Cooperative Agreement.

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

**Section 1.** That the Board of Fairfield County Commissioners hereby authorizes a County Commissioner to sign the 2024 Cooperative Agreement for the Clean Ohio Local Agricultural Easement Purchase Program funding round.

Prepared by: Jonathan Ferbrache

## 2024 LOCAL AGRICULTURAL EASEMENT PURCHASE PROGRAM (LAEPP) COOPERATIVE AGREEMENT BETWEEN THE OHIO DEPARTMENT OF AGRICULTURE <u>AND</u> FAIRFIELD COUNTY BOARD OF COMMISSIONERS

This Cooperative Agreement (hereinafter "Agreement"), effective as of this \_\_\_\_\_\_day of \_\_\_\_\_\_2025 by and between the **State of Ohio, Department of Agriculture**, located at 8995 East Main Street, Reynoldsburg, Ohio 43068, ("**ODA**") and **Fairfield County Board of Commissioners** located at 210 East Main Street, Lancaster, Ohio 43130 ("Local Sponsor") (hereinafter collectively "**Parties**"), for the implementation of Local Agricultural Easement Purchase Program ("LAEPP") as authorized under Ohio Revised Code ("ORC") § 901.21, et. seq.

## **RECITALS**

ORC § 901.21 authorizes the Director of Agriculture to utilize funding received from the Clean Ohio fund to purchase agricultural easements, in conjunction with eligible governmental and non-profit entities, for the purpose of protecting the agricultural uses of eligible land by limiting the non-agricultural uses of the land. To be eligible, the farm land must meet the criteria and further the purposes as provided in ORC § 901.22 and Ohio Administrative Code ("OAC") § 901-2-01, et seq.

WHEREAS, as the context may require, the singular may be read as the plural and the plural as the singular;

WHEREAS, the Local Sponsor and ODA have mutual interests in maintaining land in agricultural production;

WHEREAS, ODA administers the LAEPP through its Office of Farmland Preservation;

WHEREAS, Local Sponsor administers a farmland protection program, is a certified local sponsor as defined in OAC § 901-2-07 for LAEPP, and has opportunities to acquire agricultural easements from landowners within the County of <u>Fairfield</u> in the State of Ohio; and

WHEREAS, ODA and Local Sponsor have agreed to combine their resources to assure that such areas are protected from conversion to nonagricultural uses.

**NOW THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound hereby, covenant and agree as follows:

# **AGREEMENT**

#### ARTICLE I: BENEFITS

The funding allocated to the Local Sponsor by ODA in this Agreement will be used for the protection of Ohio farm lands against conversion to non-agricultural use.

#### ARTICLE II: SCOPE OF WORK

- 2.1 The Local Sponsor shall be responsible for the duties and obligations set forth in "Exhibit A Scope of Work," attached hereto and incorporated herein by reference, in connection to the use of ODA funds as identified in Article IV of this Agreement. These funds are for the acquisition of agricultural easements on real estate ("Property") described in the attached "Exhibit B Property/Funds," attached hereto and incorporated herein by reference.
- 2.2 Exhibit B shall be amended from time to time as Properties are selected in accordance with Exhibit A. For the purposes of this Agreement, "agricultural easement" shall be defined as provided in ORC § 901.21, et seq. Local Sponsor hereby represents and warrants that it will comply with all applicable federal and state laws, specifically including but not limited to OAC § 901-2-01, et seq. in performing its described obligations herein.
- 2.3 Local Sponsor warrants that it has the necessary background, education, training, and skills to provide ODA with the essential services required to carry out the Scope of Work included as Exhibit A herein. Local Sponsor further warrants that he/she will provide satisfactory efforts in the performance of the same. Satisfactory performance of work pursuant to these standards shall be determined in ODA's sole discretion. There will be no breach of this covenant if Local Sponsor is prevented from maintaining this standard by causes wholly beyond its control and without any default on its part.
- 2.4 All deeds will be drafted by ODA. Local Sponsor shall ensure that no changes are made to the deed at closing without the express knowledge and the prior written permission of ODA.
- 2.5 The agricultural easement closing ("Closing") in connection with each Property shall occur on a time and date mutually agreed to by the parties, but in no event later than June 30, 2026. Local Sponsor may receive an extension to this deadline with the prior written approval of ODA.
- 2.6 ODA may, from time to time as it deems appropriate and necessary, communicate specific instructions and requests to the Local Sponsor concerning the performance of the work

described in this Agreement; including but not limited to, the performance of Closing Instructions. An example of which is provided in "Exhibit C – ODA Closing Instructions," which is attached hereto and incorporated herein by reference. Upon such notice and within a reasonable time, the Local Sponsor shall comply with such instructions and fulfill such requests to the satisfaction of ODA. It is expressly understood by the parties that the instructions and requests are for the sole purpose of performing the specific tasks requested and to ensure satisfactory completion of the work described in this Agreement.

- 2.7 The Local Sponsor shall retain responsibility for the management of the work, including the exclusive right to control or direct the manner or means by which the work described herein is performed. ODA retains the right to ensure that the work of the Local Sponsor is in conformity with the terms and conditions of the Agreement. Local Sponsor is to accept direction only from ODA in the performance of work contained in this Agreement and set forth in Exhibit A, Exhibit C, or other specialized instructions provided during the course of this agreement, unless explicitly stated otherwise in writing by ODA.
- 2.8 Nothing in this Agreement obligates ODA to complete the acquisition of an agricultural easement. There may be problems or issues which in the sole opinion of ODA require modifications, additions, or deletions to Exhibit B depending on the ability to obtain good and clear title and local input regarding the implementation of an agricultural easement. Additions to Exhibit B must have the written pre-approval from ODA. The additions and deletions must be made by a formal written amendment to this Agreement and must contain the same deadlines for closing for the acquisition of the agricultural easements and the request for payment.

#### ARTICLE III: TIME OF PERFORMANCE

- 3.1 The services as stated in Exhibit A shall be concluded by the Local Sponsor on or before June 30, 2026. Prior to the expiration of this Agreement, the parties may mutually agree to renew this Agreement as indicated in Paragraph 3.3 below.
- 3.2 This Agreement shall remain in effect until the work described in Exhibit A is completed to the satisfaction of ODA or until terminated as provided in Article VIII, Termination of Local Sponsor's Services, whichever is sooner. However, in no event will this Agreement continue beyond June 30, 2026, unless renewed as provided for herein.
- 3.3 As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire no later than June 30, 2026. This contract may be renewed, at ODA's option, for a period of one (1) year upon the same terms contained herein.

3.4 It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to the terms of ORC § 127.16.

#### ARTICLE IV: ODA'S OBLIGATION TO FUND

4.1 Subject to the terms and conditions herein and upon execution of this Agreement, ODA hereby grants to the Local Sponsor funds in the aggregate amount of \$131,200.00 (One Hundred Thirty-One Thousand Two Hundred And 00/100 Dollars and 00/100 Dollars) for the acquisition by Local Sponsor of agricultural easements for the properties approved by the Director of ODA and identified on the attached Exhibit B – Property/Funds.

Notwithstanding anything to the contrary herein, it expressly understood that funding for the grants awarded by the ODA under this Agreement are contingent upon the availability and receipt of all necessary appropriations. If the Ohio General Assembly or any third-party (e.g., USDA/NRCS) providing funding fails at any time to continue funding for the grants or any other obligation made by the ODA hereunder, the ODA will be released from its obligation on the date the funding expires. If appropriations are approved, the ODA may continue this Agreement beyond the date set forth in Article III as provided by paragraph 3.1. Any obligations of the ODA under this Agreement are subject to Sections 126.07 and 126.14 of the Ohio Revised Code. Further, funding for the grants awarded herein is contingent on the Local Sponsor's performance of all its obligations under this Agreement.

- 4.2 ODA's contribution for the acquisition of each agricultural easement to be acquired by the Local Sponsor shall be up to but not more than seventy-five percent (75%) of the appraised value, as determined by ORC § 901.22 and OAC § 901-2-09, of the subject agricultural easement as provided in the Landowner Program Application.
- 4.3 If agricultural easements for all properties listed on Exhibit B are not closed, or payment for the agricultural easement is not requested by the mutually agreed closing date as provided in Exhibit A and previously stated herein, any remaining funds may be released from this obligation unless a written request to extend the closing or payment date is sent to ODA 30 days or less before such date, and approved in writing by ODA.

# ARTICLE V: LOCAL SPONSOR CONTRIBUTION AND RESPONSIBILITIES

- 5.1 Local Sponsor must disburse one hundred percent (100%) of the payment, minus any cost or expense permitted by OAC § 901-2 *et seq*, representing the agricultural easement purchase price, to the landowner at the time of Closing, as that term is hereinafter defined. Local Sponsor shall pay all costs of the agricultural easement procurement and will operate and manage each agricultural easement in accordance with the Local Sponsor's program, this Agreement, and any relevant federal or state laws, regulations, or codes.
- 5.2 Local Sponsor shall not use ODA funds to acquire an agricultural easement on a property in which an employee or board member of the Local Sponsor, with decision-making involvement in matters related to easement acquisition and management, or their immediate family or household member, has a property interest. Local Sponsor agrees to generally conduct itself in a manner so as to protect the integrity of agricultural easements which it holds, avoid the appearance of impropriety or actual conflicts of interests in its acquisition and management of agricultural easements, and in compliance with Article XVII: Ethics and Article XI: Conflicts of Interest, herein contained.
- 5.3 Local Sponsor agrees that it will not at any time, when the Local Sponsor is named as a Grantee in the agricultural easement, seek to acquire the remaining fee interest in the Property or otherwise enter into a partnership or joint venture wherein a partner has a fee interest in the Property.
- 5.4 When an agricultural easement violation is observed by Local Sponsor or reported to Local Sponsor by ODA, then Local Sponsor shall, after appropriate administrative and appeal rights, enforce the terms and conditions of the agricultural easement. Enforcement shall be pursuant to all available enforcement procedures; including legal and equitable remedies. In the event Local Sponsor should decide to utilize any legal or equitable remedy that involves the filing of a lawsuit, such use shall be subject to the mutual consent of the Parties prior to filing. The Local Sponsor agrees to completely and fully support ODA and work with ODA in the enforcement of this Agreement, the agricultural easement, and any agreement with a Landowner arising out of this Agreement. Failure to do so shall be a breach by the Local Sponsor of this Agreement.
- 5.5 Local Sponsor agrees to include ODA in any public news releases, events, brochures, fact sheets, or any other information distributed to the media ("Media Release") related to the acquisition of an agricultural easement on the Property listed in Exhibit B and acquired with ODA funds under this Agreement. Local Sponsor agrees to provide any Media Release to ODA for review and comment at least three (3) business days prior to its publication.

- 5.6 Local Sponsor agrees to comply with ODA guidelines and requirements regarding the disclosure of any confidential and/or potentially sensitive information about governmental and landowner issues, and such information shall not be disclosed without the prior written consent of ODA.
- 5.7 If Local Sponsor enters into a Cooperative Agreement with the United States Department of Agriculture – Natural Resources Conservation Service ("USDA-NRCS") to receive matching funds under its Agricultural Conservation Easement Program – Agricultural Land Easement ("ACEP-ALE") program, Local Sponsor is responsible for completion of all requested documents and services outlined in Cooperative Agreement with NRCS.
- 5.8 Any ODA funds received by Local Sponsor under this Agreement may not be utilized for reimbursement by Local Sponsor under any federal or state program, including ACEP-ALE.

# **ARTICLE VI: PAYMENT AND CERTIFICATION OF FUNDS**

- 6.1 The Local Sponsor shall notify ODA when the funds for the agricultural easement are to be requested for payment.
- 6.2 Funds shall be paid to Local Sponsor via an escrow agreement as provided in "Exhibit H Escrow Agreement," or substantially similar to the same, and approved by ODA with the title company as arranged by Local Sponsor. Local Sponsor shall, upon receipt of the funds from ODA, deposit and endorse over the funds to the title agent pursuant to the escrow agreement. Such escrow agreement shall specifically provide that:
  - a. ODA is a third-party beneficiary of the escrow agreement;
  - b. Funds shall be returned to ODA if not disbursed to Landowner within 90 calendar days of the deposit of funds to the title agent unless otherwise agreed in writing by ODA; and
  - c. Any other requirements as specified by ODA.
- 6.3 Local Sponsor shall provide ODA notice of the scheduled Closing not less than 90 calendar days prior to said Closing to ensure timely delivery of the funds.
- 6.4 In the event that funds are requested and placed with the title company in escrow, and that said funds are not disbursed at Closing within 90 calendar days of such deposit, the use of said funds shall be de-obligated and returned to ODA by the title agent unless the title agent

has received an amendment to the escrow agreement which consents to holding the funds longer than 90 days.

- 6.5 In the event that any funds sent to the Local Sponsor are not endorsed or otherwise provided to the title agent pursuant to the requirements of this paragraph within 5 days of receipt, such check shall be returned to ODA unless written permission is provided by ODA to continue to hold the check.
- 6.6 Any periods of time longer than 90 calendar days to hold the funds shall require prior written amendment of this Agreement by the parties.
- 6.7 It is understood that ODA's funds are contingent on the availability of lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments due hereunder, this Agreement is terminated as of the date that the funding expires without further obligation to ODA.
- 6.8 ORC 126.30 is applicable to this Agreement and requires payment of interest on overdue payments. The interest charge shall be at the rate per calendar month which equals one-twelfth of the rate per annum prescribed by ORC 5703.47.
- 6.9 This Agreement is subject to ORC 126.07, which provides, in part, that orders under this Agreement shall not be valid and enforceable unless the Director of the Office of Budget Management first certifies that there is a balance in the appropriations not already obligated to pay existing obligations.
- 6.10 Under ORC 5739.02(B)(1) the State of Ohio is exempt from all state and local taxes. Neither the State of Ohio nor ODA agree to pay any taxes.

# ARTICLE VII: AGRICULTURAL EASEMENT REQUIREMENTS

- 7.1 The Local Sponsor shall ensure that agricultural easements acquired under this Agreement meet the following requirements:
  - a. Run with the land in perpetuity;
  - b. Protect agricultural use and related conservation values by limiting nonagricultural uses of the land and specify prohibited uses along with permitted uses;
  - c. Provide for the administration, management, and enforcement of the agricultural easement by the Local Sponsor or its successors;

- d. Provide that if this Easement is extinguished, terminated, or condemned, in whole or in part, Landowner shall reimburse ODA for the amount equal to the proportionate share of the fair market value of the Protected Property unencumbered by this Easement as required by ORC § 901.22(A)(2)(b), and which is further specified in the terms of that certain Deed of Agricultural easement; and
- e. All other provisions as required by ODA.
- 7.2 The form of any deed of agricultural easement used under this Agreement shall be drafted, approved, and provided by ODA. Any revisions or modifications thereto must be approved by ODA in writing prior to the Closing.

# ARTICLE VIII: TERMINATION OF LOCAL SPONSOR'S SERVICES

- 8.1 ODA and Local Sponsor may mutually agree, at any time prior to the completion of services by the Local Sponsor under this Agreement, suspend or terminate this Agreement with or without cause by giving written notice to the other Party.
- 8.2 ODA shall be entitled, by written or oral notice, to cancel this Agreement in its entirety or in part, for breach of any of the terms, and to have all other rights against Local Sponsor by reason of the Local Sponsor's breach as provided by law. A breach shall mean, but shall not be restricted to, any one or more of the following events:
  - a. Local Sponsor fails to perform the services by the date required or by such later date as may be agreed to in a written amendment to the Agreement, signed by ODA;
  - b. Local Sponsor breaches any warranty or fails to perform or comply with any term of this Agreement;
  - c. Local Sponsor makes any general assignment for the benefits of any creditors not previously authorized;
  - d. In ODA's sole opinion, Local Sponsor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder;
  - e. Local Sponsor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency, or reorganization or relief from debtors; or
  - f. Any receiver, trustee or similar official is appointed for Local Sponsor or any of Local Sponsor's property.

- 8.3 Upon notice of suspension or termination, Local Sponsor shall cease all work on the suspended or terminated activities under this Agreement, suspend or terminate all subcontracts relating to the suspended or terminated activities, and take all necessary steps to limit disbursements and minimize costs. If requested by ODA, Local Sponsor will furnish a report, as of the date of receipt of notice of suspension or termination, describing the status of all work under this Agreement. Including, without limitation, results, conclusions resulting therefrom, and any other matters ODA requires.
- 8.4 If the Local Sponsor materially fails to comply with the terms of this Agreement, ODA reserves the right to wholly or partially recapture funds provided hereunder in accordance with applicable regulations.
- 8.5 ODA cannot make commitments in excess of funds authorized by law or made administratively available. If ODA cannot fulfill its obligations under this Agreement because of insufficient funds, this Agreement will automatically terminate with no further obligation by ODA. The Local Sponsor understands and agrees that no action arising out of or related to this Agreement may be brought by the Local Sponsor more than one (1) year after the cause of action accrued, regardless of the form of action.
- 8.6 In the event this Agreement is terminated prior to its completion, Local Sponsor shall deliver to ODA all work products and documents which have been prepared by Local Sponsor in the course of providing services under this Agreement. All such materials shall become and remain the property of ODA, to be used in such manner and for such purpose as ODA may choose.
- 8.7 Local Sponsor agrees to waive any right to, and shall make no claim for, additional compensation against ODA by reason of such suspension or termination.

#### ARTICLE IX: RELATIONSHIP OF PARTIES

9.1 ODA and Local Sponsor agree that Local Sponsor shall be engaged by ODA solely on an independent contractor basis and Local Sponsor shall therefore be responsible for all of its own business expenses. Including, but not limited to, computers, phone service and office space. Local Sponsor will also be responsible for all licenses, permits, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.

- 9.2 While Local Sponsor shall be required to render services described hereunder for ODA during the term of this Agreement, nothing herein shall be construed to imply, by reason of Local Sponsor's engagement hereunder as an independent contractor, that ODA shall have or may exercise any right of control over Local Sponsor with regard to the manner or method of Local Sponsor's performance of services hereunder.
- 9.3 Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.
- 9.4 It is fully understood and agreed that the Local Sponsor is an independent contractor and is not an agent, servant or employee of ODA or the State of Ohio.

# ARTICLE X: RELATED AGREEMENTS

- 10.1 The work contemplated in this Agreement is to be performed by Local Sponsor, who may subcontract without ODA's approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the type of work or services described in Exhibit A, but which are required for its satisfactory completion. Local Sponsor shall not enter into other subcontracts related to the work described in this Agreement without prior written approval by ODA. All work subcontracted shall be at Local Sponsor's expense.
- 10.2 Local Sponsor shall bind its subcontractors to the terms of this Agreement, so far as applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind ODA to terms inconsistent with, or at variance from, this Agreement.
- 10.3 Local Sponsor shall furnish to ODA a list of all subcontractors, their addresses, tax identification numbers, and the dollar amount of each subcontract.

#### ARTICLE XI: CONFLICTS OF INTEREST

- 11.1 Subject to the terms of paragraph 11.3 below, Local Sponsor shall not acquire, prior to the completion of the terms contained herein, any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of its functions and responsibilities with respect to the terms contained herein.
- 11.2 Subject to the terms of paragraph 11.3 below, should Local Sponsor acquire an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or involuntarily acquires any such incompatible or conflicting personal interest, Local Sponsor shall immediately disclose Local Sponsor's interest to ODA in

writing. Thereafter, Local Sponsor shall not participate in any action affecting the terms of this Agreement, unless ODA determines that, in light of the personal interest disclosed, Local Sponsor's participation in any such action would not be contrary to the public interest, the statement of work, or the statutory and regulatory authority of ODA.

- 11.3 As an agency of the State of Ohio, ODA may not contract for services currently being performed for another state agency, so that the State actually pays more than once for the same services. Nor may ODA contract for services with another agency where the other agency's contracts could interfere with or conflict with the terms set forth in this Agreement or the regulatory authority and power of ODA. Therefore, Local Sponsor asserts that it has not entered into other agreements with another state or public agency for similar work as set forth herein that would negatively impact or interfere with the terms set forth herein or the regulatory power and authority of ODA. Nor shall Local Sponsor enter into similar agreements, without informing ODA in writing of the other agreements.
- 11.4 Charitable organizations shall continue to meet the requirements specified in OAC § 901-2-04 and § 901-2-07.

#### ARTICLE XII: RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

The work product and its component parts provided by Local Sponsor under this Agreement are considered "work for hire" and shall become the property of the State of Ohio and neither Local Sponsor, nor employees or anyone with whom it subcontracts shall claim or assert any right, title, or other interest in, the work product or any of its component parts. The State, and any person, agency, or instrumentality providing financial assistance for the work performed under this Agreement shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the work product, and Local Sponsor shall not obtain copyright, trademark, service mark, or other proprietary protection for the work product. Local Sponsor shall not include in any work product any matter for which there is proprietary protection, unless the owner and any person, agency, or instrumentality providing financial assistance to the work hereunder gives prior written approval to use such protected matter. If any of the work products is subcontracted, the Local Sponsor shall bind the subcontractor to the terms of this Article.

#### ARTICLE XIII: RECORD KEEPING

13.1 Any payment required under this Agreement shall be for obligations incurred in performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the costs incurred.

- 13.2 All records shall be kept in a manner consistent with generally accepted accounting procedures. The documentation in support of each action in the accounting records shall be filed in such a manner that it can be readily located. Records shall be maintained for three years after the completion of the Agreement.
- 13.3 Upon ODA's request, Local Sponsor shall provide reasonable access and a right to examine, during normal business hours, any and all books, documents, and records necessary to ensure or review compliance of this Agreement to ODA.

#### ARTICLE XIV: CONFIDENTIALITY

- 14.1 Local Sponsor shall not discuss or disclose any information or material obtained pursuant to its obligations under this Agreement without the prior written consent of ODA, unless disclosure is required pursuant to ORC 149.43. Prior to the release of Public Records (as defined in ORC 149.43) ODA shall be notified of the pending release.
- 14.2 All provisions of this Agreement relating to "confidentiality" shall remain binding upon Local Sponsor in the event of cancellation.

# ARTICLE XV: NONDISCRIMINATION OF EMPLOYMENT

Local Sponsor agrees to comply with all applicable federal, state, and local laws in the conduct of the terms herein, including but not limited to ORC 125.111. In the event that any provision of this Agreement conflicts with any law, rule, or regulation, said law, rule or regulation shall prevail.

#### ARTICLE XVI: ASSIGNMENT

- 16.1 Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by the Local Sponsor, without the prior written consent of ODA.
- 16.2 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

# ARTICLE XVII: OHIO ETHICS LAW REQUIRMENTS

17.1 Local Sponsor certifies that he/she has not given nor promised to give anything of value to any public official or employee of ODA or any other board, commission, or agency of

the State of Ohio. Local Sponsor also certifies that he/she is in compliance with and will remain in compliance with all of the provisions of Ohio Ethics Law as provided by ORC 102.03 and 102.04.

- 17.2 Local Sponsor affirms that, as applicable to Local Sponsor, no party listed in ORC 3517.13(I) and (J) or spouse of such party has made, as an individual, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees within the two previous calendar years.
- 17.3 Local Sponsor certifies that it does not have on its staff, payroll, or otherwise employed for monetary compensation or not, any employee who, within the past twelve months, was a public official or ODA employee or any other board, commission or agency of the State of Ohio who had the ability to make decisions regarding approval, disapproval, recommendation, rendering advice, investigation or otherwise exercised substantial administrative control over matters concerning Local Sponsor at the time of his/her state employment.

#### ARTICLE XVIII: LIABILITY

- 18.1 Each party agrees to be responsible for their own liability resulting from the negligence or intentional acts or omissions of its trustees, officers, employees, and agents, including but not limited to patent or copyright infringement, while they are acting within the scope of this Agreement.
- 18.2 Each party to this Agreement shall be responsible for any breach of this Agreement, or negligent acts or omissions arising out of or in connection with this Agreement, or any other agreement entered into as a result of this Agreement, as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree. Nothing in this Agreement shall impute or transfer any such responsibility from one party to the other party.
- 18.3 Each party is responsible for paying its own costs and attorney's fees that arise from defending any claims brought under the terms of this Agreement.
- 18.4 In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

#### ARTICLE XIX: CONDITIONS AND WARRANTIES

- 19.1 Local Sponsor warrants that it is not listed with the Secretary of State for unfair labor practices, pursuant to ORC 121.23.
- 19.2 Local Sponsor affirmatively represents and warrants to the State that it is not subject to a finding for recovery under ORC 9.24, or that it has taken the appropriate remedial steps required under ORC 9.24 or otherwise qualifies under that section.
- 19.3 Local Sponsor warrants that he/she has no outstanding final judgments against it by the State, including tax liabilities, and agrees that any payments provided to the Local Sponsor by the State pursuant to this Agreement may be applied against such liabilities currently owing or incurred in the future.
- 19.4 Local Sponsor agrees that if this representation and warranty is deemed to be false, the Agreement shall be void *ab initio*, and any funds paid by State hereunder shall be immediately repaid to State
- 19.5 Local Sponsor affirmatively represents that it does not and will not boycott any jurisdiction with whom the State can enjoy open trade during the contract period, in accordance with ORC 9.76.

#### ARTICLE XX: ENTIRE AGREEMENT AND WAIVER

- 20.1 This written Agreement constitutes the entire Agreement between Local Sponsor and ODA, and there are no other agreements between them, either oral or written, which relate to the work to be performed under this Agreement.
- 20.2 This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties. No change to any provision of this Agreement shall be effective unless stated in writing and signed by both parties to this Agreement.
- 20.3 No term or provision of this Agreement shall be deemed waived and no breach excused unless the waiver or consent is in writing and signed by both parties to this Agreement. ODA may at its discretion, in event of a breach, notify Local Sponsor of the breach and allow the time specified by ODA to correct the breach.
- 20.4 A waiver by any Party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

# ARTICLE XXI: NOTICES

- All notices, consents, requests, and other communications hereunder shall be in writing and shall be deemed to be given upon receipt thereof and shall be sent to the addresses set forth hereunder or to such other address as the other party hereto may designate by written notice transmitted in accordance with this provision. Electronic or facsimile notices are permitted when reasonable and upon approval by ODA.
  - 1) In case of ODA to: Amanda Bennett Ohio Department of Agriculture Office of Farmland Preservation 8995 East Main Street Reynoldsburg, Ohio 43068
  - 2) In case of the Local Sponsor to: Jonathan Ferbrache Fairfield County Board of Commissioners c/o Fairfield Soil and Water Conservation District 831 College Avenue, Suite B Lancaster, Ohio 43130
- 21.2 Any and all notices and other documents and communications required to be given pursuant to this Agreement shall be deemed duly given: (a) upon actual delivery, if delivery is by hand or courier service; (b) upon receipt by the transmitting party of confirmation or answer back if delivery is by facsimile or electronic means; or (c) upon the third day following delivery into the U.S. mail if delivery is by regular U.S. mail. Each such notice shall be sent to the respective party at the address indicated first above or at any other address as the respective party may designate by notice delivered pursuant hereto.

# **ARTICLE XXII: CONSTRUCTION, APPLICABLE LAW, AND HEADINGS**

22.1 Under ORC Chapter 2743 the State of Ohio has waived its immunity from liability and consented to be sued and have its liability determined in its Court of Claims in accordance with the same rules of law applicable to suits between private parties, except to the extent the determination of the State of Ohio's liability is subject to limitations set forth in ORC Chapter 2743.

- 22.2 In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.
- 22.3 This Agreement and any claims arising in any way out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the law of Ohio shall be deemed void and of no effect.
- 22.4 All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction in Franklin County, Ohio and both parties irrevocably waive any objections to convenience of forum. In the event that this Agreement should become subject to the jurisdiction of the Court of Claims, the parties agree that such jurisdiction shall be binding and take precedence over any other forum selection clauses of this Agreement.
- 22.5 Any provision of this document found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Agreement.
- 22.6 The headings used in this Agreement are for convenience only and shall not be used in interpreting this Agreement.

#### ARTICLE XXIII: DEBARMENT

Local Sponsor represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or ORC 25.25. If this representation and warranty is found to be false, this Agreement is void ab initio and Local Sponsor shall immediately repay to ODA any funds paid under this Agreement.

#### ARTICLE XXIV: ANTITRUST ASSIGNMENT

Local Sponsor agrees to assign to ODA all State and Federal antitrust claims and causes of action that relate to all goods and services provided for in this Agreement.

#### ARTICLE XXV: EXCUSE OF PERFORMANCE

25.1 The performance of this Agreement, except for the payments of money for services already rendered, may be suspended by either Party for cause or causes beyond the reasonable control of such Party.

25.2 Such causes shall include, but not be limited to, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; unforeseeable or unpreventable lack of adequate fuel, power, raw materials, labor or transportation facilities; unforeseeable changes in governmental laws, regulations, requirements, orders or actions; unforeseeable or preventable breakage or failure of machinery or apparatus; national defense requirements; injunctions or restraining orders; unforeseeable or unpreventable labor trouble, strike, lockout or injunction, provided that neither Party shall be required to settle or prevent a labor dispute against its own best judgment.

#### ARTICLE XXVI: COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which is to be deemed an original, and all of such counterparts together shall constitute one and the same instrument. A facsimile signature or other similar electronic reproduction of a signature shall have the force and effect of an original signature, and in the absence of an original signature, shall constitute the original signature. The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless, be binding and enforceable.

# ARTICLE XXVII: DRUG FREE WORKPLACE

Local Sponsor agrees to comply with all applicable state and federal laws regarding drug-free and smoke-free workplace requirements and shall make good faith effort to ensure that all its employees will not purchase, transfer, use or possess illegal drugs or abuse prescription drugs in any way and will not violate Ohio Liquor Law or any other state or federal law regarding the sale, transfer, or consumption of alcoholic beverages

#### ARTICLE XXVIII: EXECUTION

This Agreement is not binding upon ODA unless executed in full.

# [THIS PORTION IS INTENTIONALLY LEFT BLANK]

A facsimile signature or other similar electronic reproduction of a signature shall have the force and effect of an original signature, and in the absence of an original signature, shall constitute the original signature.

**IN WITNESS WHEREOF**, to show their agreement hereto, the parties have hereunto set their hands and affixed their signatures.

LOCAL SPONSOR Date: Bv. (signature) (print name) (print title) Fairfield County Board of Commissioners

210 East Main Street Lancaster, Ohio 43130

#### **OHIO DEPARTMENT OF AGRICULTURE**

Date:

By:

Brian Baldridge Director

This instrument was prepared by: Ohio Department of Agriculture 8995 East Main Street Reynoldsburg, OH 43068-3342

- A. <u>Selection of Landowners Eligible for Purchase</u>: The Local Sponsor shall perform all necessary legal and administrative actions to ensure the proper acquisition of and recordation of valid agricultural easements. The Local Sponsor shall follow the appropriate phases for the determination of eligible landowners and their properties for purchase as outlined in Ohio Administrative Code ("OAC") § 901-2-06, within the following timeline:
  - 1. In the event Local Sponsor opts to provide its own requirements for points in the "Other Factors" Section of the ODA online landowner application, Local Sponsor shall follow the Instructions for Preparing LAEPP Localized Questions and submit required information for approval no later than fourteen (14) days before the opening of the online landowner application.
  - 2. Pursuant to OAC § 901-2-04, online applications from potential landowners may be solicited and accepted beginning on January 18, 2024. All applications must be submitted electronically to ODA by April 18, 2024. All original applications must subsequently be sent to ODA by May 2, 2024.
  - 3. Local Sponsor shall review and rank each received application based on the farmland ranking system as previously approved by ODA and further specified in OAC § 901-2-05.
  - 4. Local Sponsor shall submit the hardcopy applications of the farms selected for easement purchase and any alternate applications no later than May 2, 2024 (hereinafter known as the "Application Submission Deadline"). Local Sponsor shall also provide a summary of all electronically-submitted applications received and ranked to ODA in the same form as the example provided in "Exhibit D Summary of Applications Received."
  - 5. Within ninety (90) days of the Application Submission Deadline and after receiving notice of approval by ODA of the landowner applications selected for funding, Local Sponsor shall notify selected landowners of their acceptance into the program, and shall send the Notice of Selection created on their organization's letterhead to the Landowner. An example of the Notice of Selection is provided in "Exhibit E Notice of Selection" to the Cooperative Agreement. Local Sponsor shall provide the original Signed Notice of Selection to ODA no later than within one hundred twenty (120) days of the Application Submission Deadline. After receipt of the executed Notice of Selection by the Landowner, ODA shall provide an Amended "Exhibit B Property/Funds" with the Properties identified for Local Sponsor's execution.
  - 6. Local Sponsor shall complete all required due diligence and remaining steps in this Agreement to complete purchase of the selected Property pursuant to Section 2.5 of this Cooperative Agreement unless otherwise agreed in writing by ODA.
  - 7. Local Sponsor shall obtain the following documents for each selected Property at the landowner's expense as provided in Sections B O of this "Exhibit A Scope of Work:"
    - a. **Ninety (90)** year title search and commitment shall be provided to ODA within one hundred and eighty (180) days of the Application Submission Deadline;
    - b. Property survey and appraisal if requested by ODA; and

(continued)

- c. Subordination of all mortgages, leases, liens, restrictions or legal or equitable interests present on the title of the Property unless otherwise exempted by ODA as outlined in the ODA Closing Instructions in a form similar as provided in the example in "Exhibit C ODA Closing Instructions."
- d. Present Condition Report (PCR) using a template provided by ODA as specified in OAC § 901-2-08.
- 8. Local Sponsor shall complete the following after supplying documents in the previous paragraph of this Exhibit A:
  - a. Local Sponsor shall request ODA to send the Purchase Agreement prepared by ODA to the Landowner. Landowner must return a signed Purchase Agreement to Local Sponsor and/or ODA within thirty (30) calendar days of postmark. Local Sponsor must request and provide a signed Purchase Agreement at least ninety (90) days prior to the date the deed of easement is scheduled to be executed and funds exchanged ("Closing").
  - b. Local Sponsor shall provide an original signed escrow agreement which complies with Section 6 of the Cooperative Agreement and closing protection coverage no later than forty-five (45) days prior to Closing.
  - c. Local Sponsor shall forward all preliminary Closing documents for review and final closing approval to ODA after receipt of the Purchase Agreement for final review of clear title and any further actions to ensure clear title to the Property at least thirty (30) days prior to Closing. Upon receipt of the documents and approval by ODA, ODA shall forward to the Local Sponsor the Deed of Agricultural Easement and final ODA Closing Instructions for use at Closing.
- B. <u>Title Search</u>: The Local Sponsor shall select a title agency in good standing with the Ohio Secretary of State. The title agency must be able to conduct the title search, prepare the title commitment, issue owner's policy, provide escrow services and facilitate closing and recordation. The Local Sponsor shall provide their title agent with ODA's Title Review Checklist, attached hereto as "Exhibit I Title Review Checklist." The title agency shall provide a title search of the public records concerning the titles to the parcels of such real estate as delineated in the Property attached hereto as Exhibit B. The Local Sponsor shall submit a written report (also known as the title commitment), as to each parcel, each of which shall include the factual information enumerated below, to the extent that such information can be ascertained from a search of the public records relating to the title of said real estate. The search shall cover a period sufficient to satisfy the State that all matters presently affecting the title have been found, but in no event for a period less than ninety (90) years. The search shall be provided in a commitment for the owner's title policy of insurance, which should include at a minimum the following:
  - 1. The name, address, and marital status of record holder or holders of title.
  - 2. The name, address of spouse, if any, a record holder or holders of title.
  - 3. List of the combined actual total acreage for the entire interest in land being acquired in the Deed of Easement.

(continued)

- 4. The names, and if it appears of record, the address, of the owners of any encumbrances upon or interest in the real estate, such as mortgages, land contract, leases, easements, rights-of-way, mineral rights or reservations, together with the recording references and dates thereof.
- 5. Unsatisfied executions and lien judgments, foreign or domestic, or pending suits of record in the courts of records and on file in the Sheriff's office and the Clerk of Court's office of said county, which may affect the title to the real estate examination.
- 6. Any other tax liens, mechanics liens, recognizance liens, unemployment compensation liens, workers compensation liens or any other infirmity, encumbrances, liens, or cloud on title disclosed by the public records of the County where the real estate is located.
- 7. The tax duplicate description, auditor's parcel number, current agricultural recoupment or use valuation, if applicable, and current tax valuation, including statement of taxes, assessment liens, penalties, and interest which have not been paid and are a lien.
- 8. The gross acres of all parcels, minus highway rights-of-way and all other exclusions or transfers, in order to provide a net acreage of all parcels for the agricultural easement.
- 9. Attach a complete copy of **all recorded deeds and encumbrances** of the land or parcels of land which make up an owner's property which are used as a unit of land acquired for ODA purposes, together with the recording reference and dates thereof, and a statement of the total acreage to be acquired by ODA easement.
- 10. The Local Sponsor shall provide to ODA a copy of the **title commitment**, all source **documentation** (including documentation of conveyances for a period of **90 years**), and any other requested documentation related to title within one hundred eighty (180) days after the Application Submission Deadline so the legal office may review the title commitment and issue a title opinion for ODA prior to closing. ODA will then issue preliminary Closing Instructions to the Local Sponsor.
- 11. Local Sponsor shall secure recording services surrounding the agricultural easement acquisition in the most cost-effective manner on behalf of ODA subject to the pre-approval of ODA, and provide an update of title on the parcels immediately prior to recordation.
- 12. The Local Sponsor shall secure closing protection coverage as well as an owner's policy of title insurance on the parcels delineated in Exhibit B, naming the Director of ODA as the sole owner insured. Evidence of closing protection coverage shall be provided no later than forty-five (45) days prior to Closing.
- C. <u>Purchase Agreement:</u> After obtaining all the documents in Paragraph 7 of Section A of this Exhibit A, Local Sponsor shall request ODA send the Purchase Agreement prepared by ODA to the Landowner. Such Purchase Agreement shall substantially follow the example provided in "Exhibit F Purchase Agreement." In order to participate in the program, Landowner must return a signed Purchase Agreement to Local Sponsor and/or ODA within thirty (30) calendar days of postmark. Local Sponsor must request and provide a signed Purchase Agreement at least ninety (90) days prior to the date the deed of easement is scheduled to be executed and funds exchanged ("Closing") or the Closing shall be rescheduled by the Local Sponsor.

(continued)

<u>Appraisal</u>: If required by the Director, ODA may direct the Local Sponsor to obtain a comparable land appraisal at Landowner's expense by a certified general appraiser. The appraiser must be selected by following the Ohio Administrative Code ("OAC") Chapter 901-2 and Ohio Revised Code ("ORC") Chapter 4763.
 Additionally, if the Local Sponsor requests and receives a Points Based Appraisal Exception, they

must follow the Points Based Appraisal Exception Policy & Guidelines for the Local Agricultural Easement Purchase Program ("LAEPP") 2024 and other steps deemed necessary by ODA to obtain the appraisal.

- E. <u>Preparation for Closing</u>: Local Sponsor shall forward all preliminary Closing documents for review and final closing approval to ODA after receipt of the Purchase Agreement for final review of clear title and any further actions to ensure clear title to the Property at least thirty (30) days prior to Closing. Upon receipt of the documents and approval by ODA, ODA shall forward to the Local Sponsor the Deed of Agricultural Easement and final ODA Closing Instructions for use at Closing. No changes may be made to the Deed of Agricultural Easement without the express consent of ODA in writing.
- F. Date and Place of Closing: The parties shall mutually agree to a closing date, but in no event later than June 30, 2026 unless otherwise agreed in writing by ODA.
- G. <u>Settlement or Closing Statement</u>: A settlement or closing statement reflecting the amount to be paid for the agricultural easement, as well as any costs and expenses as incurred by the parties, which complies with Section 5 of this Cooperative Agreement, shall be submitted to ODA prior to Closing, and signed by the Ohio Department of Agriculture, the Local Sponsor, the Landowner, and the title agent.
- H. <u>Persons Required at Closing Conference</u>: The following persons must attend the closing conference, if possible: Landowner(s) and a representative of the Local Sponsor. At ODA's discretion, a representative from the Office of Farmland Preservation may attend the closing conference.

I. Local Sponsor to Hold Easement and All Documents Relating to Title: Local Sponsor, through the services of a title agency in good standing, shall have all of the necessary documents relating to title in Property and the granting of the agricultural easement executed, which include but are not limited to the Notice of Selection, Purchase Agreement, Agricultural Easement Deed, Commitment/binder, Owner's Title Insurance Policy/ies naming ODA, Closing Coverage Policy/ies, Subordination Agreement(s), if applicable; and Title Commitment, Title Insurance, Recording, Appraisal Invoices. The Local Sponsor shall perform all necessary legal and administrative actions to ensure proper closing and recordation of a valid agricultural easement which is in accordance with LAEPP Policies and Guidelines are attached hereto as

"Exhibit G – LAEPP Policies and Guidelines" and are incorporated herein, and are subject to revision at any time in the sole discretion of ODA. Local Sponsor shall determine if all documents include the proper designation of ODA's name and manner of holding the agricultural easement on the Property. Further, the Local Sponsor shall ensure that the agricultural easement acquired under this Agreement (i) runs with the land in perpetuity or the maximum allowable under State law; (ii) protects agricultural use and related conservation values by limiting nonagricultural uses of the land; (iii) provides for the

#### EXHIBIT A **SCOPE OF WORK** (continued)

administration, management, and enforcement of the agricultural easement by the Local Sponsor; (iv) requires implementation of a conservation plan; (v) includes the appropriate right of enforcement and general indemnification provisions for the benefit of ODA; and (vi) include the appropriate environmental warranty, permitted uses and prohibited uses for the Property as provided in the LAEPP Policies and Guidelines as available from ODA's Office of Farmland Preservation.

- J. Treatment of Existing Liens and Mortgages: On the date of Closing, the Property shall be free of any liens or mortgages which encumber the Property, or such liens and mortgages have been subordinated to the agricultural easement interest of ODA as required by OAC 901-2-02(A)(4) or which ODA deems could affect the intent of the easement. Landowner and/or Local Sponsor shall be held responsible for obtaining and recording all such subordinations, lien releases and/or mortgage releases and provide such releases and/or subordinations to ODA prior to the Closing.
- Κ. Conditions of Title: Landowner must have good and marketable title to the Property with an unbroken chain of title of record for at least ninety years prior to the date the title search was conducted. For the purposes of this Agreement, a "good and marketable title" shall be defined as a title that is free and clear of all liens, easements, restrictions, and encumbrances other than current taxes due. In addition, Landowner's title must not be subject to any interests other than those interests specifically described in the title search or Landowners application. If the title is encumbered by outstanding or reserved interests, the Local Sponsor shall ensure that any outstanding interests are subordinated to the agricultural easement or that any exceptions from this subordination requirement are approved by ODA, and are consistent with the purposes of the LAEPP.
- L. Conservation Plan: The Grantor, the Grantor's heirs, successors and assigns, shall conduct all farming operations in accord with applicable federal and state laws and using best management practices approved by the US Department of Agriculture, Natural Resources Conservation Service, Soil and Water Conservation District or another qualified professional approved by the Grantee. Prior to payment at Closing, the Local Sponsor shall ensure that each Property on which an agricultural easement will be acquired has a conservation plan prepared or approved by the Natural Resources Conservation Service or Soil and Water Conservation District to maintain the agricultural productivity of the farm for this and future generations.
- Μ. Local Sponsor to Record Easement, Subordination, and Other Documents: If all conditions of title are met, including update of title on the parcels immediately prior to recordation, the Local Sponsor shall record the agricultural easement and if applicable, any other executed documents, releases and agreements which must be recorded (including but not limited to: subordinations, trust agreements, etc.) in the office of the recorder of the county in which the property is located. Local Sponsor shall ensure that cross references to existing Deed(s) for the property are included on recorded documents.
- Ν. Disbursement of Funds: After recordation of the Easement and upon determination by Local Sponsor, through the services of a title agency in good standing, and in good faith that all instructions and conditions specified in the final ODA Closing Instructions and escrow agreement have been satisfied, title agent shall pay all costs as itemized in ODA's signed Settlement Statement out of the funds held in the escrow account. Once all other costs are paid, from the terms and requirements of the signed escrow agreement, the remainder of the funds held in the escrow account shall then be disbursed to the landowner entitled to payment.

#### EXHIBIT A SCOPE OF WORK (continued)

- O. <u>Notification of Closing</u>: Local Sponsor shall notify ODA within three business days of Closing that the Closing has occurred.
- P. <u>Original Documents to ODA:</u> After the Closing, as soon as possible, but in any event no later than 90 days after the Closing, Local Sponsor shall present ODA with the original copy of the Deed of Easement and, if applicable, any other executed agreements to be recorded in the county recorder's office (including but not limited to: subordinations, trust agreements, etc.). Local Sponsor shall also present ODA with the title insurance policy and any other documents requested on the Closing Instructions.
- Q. <u>Monitoring</u>: The Local Sponsor shall monitor the use and management of the Property covered by the agricultural easement on an annual basis to ensure that the Property is being managed and used according to the provisions in the agricultural easement agreement entered into by the Local Sponsor and the landowner. An annual report of the status of the acquired Agricultural Easements shall be submitted annually by the Local Sponsor. ODA will define the format of this report and provide any revisions or changes to the report format annually to Local Sponsor.

# <u>EXHIBIT B</u> PROPERTY/FUNDS

LAEP	P 2024								
Fairfield County Board of Commissioners									
A	В	С	D	E	F				
			Amount Previously	Remaining					
		ODA	Paid to	Commitment					
Farm Landowner		Contribution	Local	Amount	Amount				
ID	Name	Amount	Sponsor	(C-D)	Description				
11216	Quilliam (65 ac)	\$131,200.00	\$0.00	\$131,200.00	Full offer				
Total	<u></u>	\$131,200.00	\$0.00	\$131,200.00					

#### EXHIBIT C SAMPLE ODA CLOSING INSTRUCTIONS

(Prepared by ODA)

#### CLOSING INSTRUCTIONS (FINAL)

Date

Local Sponsor Name Local Sponsor Address Local Sponsor City, State, Zip

Dear Local Sponsor:

Thank you for agreeing to provide services to the Ohio Department of Agriculture (ODA) for the purchase of an agricultural easement on the **Farm Name** farm under the 20XX Clean Ohio Local Agricultural Easement Purchase Program (LAEPP). ODA agrees to co-hold an Agricultural Easement on this property once the following steps have been taken and Local Sponsor shall ensure that all of the following has occurred:

- (1) Any modification of the attached closing documents prior to recordation without prior written approval of ODA is expressly prohibited.
- (2) Closing agent has deposited ODA's purchase funds (\$XXX,XXX.00, sent separately to closing agent on \_\_\_\_\_) as described in the enclosed Escrow Agreement naming the Ohio Department of Agriculture as a third-party beneficiary. Per Escrow Agreement, within ten (10) business days of placing the deposit in the Escrow Account, Escrow Agent shall provide written notice (email is acceptable) to the Local Sponsor and ODA confirming the deposit.
- (3) At least three (3) days prior to closing, closing agent shall deduct landowner's title expenses from the landowner's check and provide to ODA for approval and signature a Settlement Statement (HUD-1) detailing ODA's expenses. Costs expected to be deducted on ODA's Settlement Statement include:
  - a. Title search
  - b. ODA's title commitment/binder and updates to ODA's title commitment
  - c. Title agent's Settlement or Closing fee
  - d. Recording costs for Deed of Agricultural Easement (costs for both counties) and approved curative documents (i.e. subordination agreements, Consents to Easement, Affidavits, etc.)
  - e. ODA's closing protection coverage
  - f. ODA's Owner's Policy for Title Insurance
  - g. Other items only with written approval of ODA
- (4) You have confirmed the present condition of the Agricultural Easement property. Prior to the Closing Conference, Local Sponsors should contact the landowner(s) to ensure there have been no changes to the condition of the property that would impact the Present Condition Report (Exhibit B to the Deed of Agricultural Easement). Local Sponsor should also confirm with the landowner that there have been no changes that would affect the title of the property (new mortgages, ownership changes, etc.).

#### EXHIBIT C SAMPLE ODA CLOSING INSTRUCTIONS

(continued)

- (5) (if applicable) Local Sponsor shall execute a revised Escrow Agreement between Local Sponsor, closing agent, and landowner now that we are in a new biennium (2017-2019). Original, executed Escrow Agreement must be returned to ODA after closing.
- (6) (if applicable) During the closing conference, have the landowners execute the enclosed revised Purchase Agreement for Easement. This revised document corrects the total purchase price of the Agricultural Easement.
- (7) (if applicable) Local Sponsor shall execute revised Corporate Resolution enclosed. Return the original to ODA.

Note: Before recording any of the documents outlined below, read Closing Instructions Attachment A - Procedures for completing recordation and preparing ODA's final title policy.

- (8) Ensure no new encumbrances will be recorded against the property according to ODA's Title Commitment Title Number issued by Company Title Insurance Company after the effective date of Effective Date. Conduct a title update <u>immediately prior</u> to recording the easement. If any new encumbrances have been recorded against the property since the date of the above referenced title commitment/binder, notify ODA immediately and do not proceed until instructions are provided.
- (9) You have recorded the necessary deed of ownership to make the landowner's survey "of record" prior to recording the Deed of Agricultural Easement.
  - a. Deed of Agricultural Easement (page 2) contains a blank line for Vol/Page reference to the new source of title.
- (10) You have properly executed and duly recorded the Deed of Agricultural Easement with an Exhibit A describing the easement area, Exhibit A-1 containing a description of the route of ingress and egress, Exhibit A-2 containing the map of the easement area, Exhibit B containing the "Baseline Documentation" aka Present Condition Report, and Exhibit C describing existing easements and rights-of-way.

  - b. Ensure the proper signatory authority documentation has been provided for anyone signing the Deed of Agricultural Easement.
    - i. A copy of the most recent Memorandum of Trust for the landowners is included for reference.
  - c. Local Sponsor shall ensure that cross references to the Deed of Agricultural Easement are included on recorded documents (example enclosed).
  - d. Purchase funds <u>not to be disbursed</u> to the landowner until the final title update has been performed and the Deed of Agricultural Easement filed of record.
  - e. ODA's purchase funds are not to be disbursed until all contributions are also in escrow (Local Sponsor/NRCS).
- (11) (if applicable) You have recorded the subordination agreement (copy enclosed) approved by ODA.
- (12) (if applicable) You have recorded the Renter Consent to Easement (copy enclosed) approved by ODA.
- (13) (if applicable) You have recorded the Affidavit for uninstalled utilities (enclosed).
- (14) (if applicable) You have recorded the Affidavit for expired Oil and Gas Leases (enclosed).
- (15) (if applicable) You have recorded the Partnership Agreement enclosed. Return the original to ODA.
- (16) (if applicable) You have recorded the two (2) Memorandums of Trust. Have title agent ensure that the Memorandums as written correspond with the titling of the Grantor information on the first page of the Deed of Agricultural Easement.

# SAMPLE ODA CLOSING INSTRUCTIONS

(continued)

You have obtained the landowner's signature on the Conservation Plan (correspondence

(17)

enclosed)

You have secured an Owner's Policy for Title Insurance as the insured to be Ohio Department of (18)Agriculture in the amount of [\$XXX,XXX.00]. a. The date of the policy must match the recorded date and time from the county recorder's office that the Deed of Agricultural Easement was filed for public record. b. The estate or interest in the land that is covered by the policy must be Easement Interest. c. The title vested in the interest being acquired by ODA should be as stated on the first page of the Deed of Agricultural Easement. d. The Owner's Policy cannot contain an arbitration clause. The State of Ohio cannot agree to this clause. The description of the easement area must be the same on the Agricultural Easement Deed, (19)Commitment for Title Insurance, and Title Insurance Policy. (20)Section 1 of Schedule B of said commitment "Requirements" shall be adhered to and executed as stated. a. Requirement 2: A copy of the Memorandum of Trust for the Bruce E. Flora Trust is included with this escrow package. (21)Schedule B Section 2 of the Owner's Policy for Title Insurance will reflect that the following "Exceptions" have been deleted or revised: 1, 2, 4, 5, 7, 8. a. Notify ODA immediately if these exceptions cannot be deleted from the final title policy. b. The above-mentioned exceptions 1-2, 4-5 should be deleted after the landowner completes an Owners/Sellers Affidavit at closing. Please provide ODA with a copy of the owners/sellers affidavit after closing. c. The above-mentioned exception 7 can be deleted since ODA is purchasing an owner's policy and not a loan policy. d. The above-mentioned exception 8 cannot appear on ODA's final title policy as written. If unable to be removed, acceptable edits would be: "Coal, oil, natural gas, or other mineral interests and all rights that were previously conveyed, transferred, leased, excepted, or reserved prior to (INSERT TITLE SEARCH PERIOD START DATE (i.e. November 11, 1911)) and any interest subsequent to the date of the policy;" or "Coal, oil, natural gas, or other mineral interests and all rights that were previously conveyed, transferred, leased, excepted, or reserved prior to the period of search performed under the aforementioned commitment and any interest subsequent to the date of the policy." Schedule B Section 2 of the Owner's Policy for Title Insurance will reflect that the following (22)"Exceptions" have been subordinated or released: 10. a. Per enclosed document prepared by title agent, proceeds from the agricultural easement purchase are being used to pay off the existing mortgage. If there are any deviations from the approved procedures, notify ODA immediately. (23)Schedule B Section 2 of the Owner's Policy for Title Insurance will reflect that the following "Exceptions" have been paid current through the date of closing: 6, 10. (24)The following "Exceptions" are permissible to remain as exceptions in the ODA Owner's Policy

After the Deed and associated documents such as Affidavits and/or Subordination Agreements are recorded in **County Name** County, submit the following to ODA no later than **90** days after

for Title Insurance: 3, 9, 11.

#### EXHIBIT C SAMPLE ODA CLOSING INSTRUCTIONS

(continued)

closing/recordation:

- Copy of these instructions with signed acknowledgement by Local Sponsor and Closing Agent

- Executed REVISED Escrow Agreement (if applicable)

- Executed REVISED Purchase Agreement (if applicable)

- Executed REVISED Corporate Resolution (if applicable)

- Final title commitment update (occurs immediately prior to recordation of the Deed of Agricultural Easement)

- Owner's Policy for Title Insurance (ODA)

- Original Recorded Deed of Agricultural Easement, all curative and/or recorded documents (i.e.

Affidavits, Subordination Agreements, Consents to Agricultural Easement, Memorandums of Trust)

- Final executed Settlement Statement (HUD-1)

- Copy of owner's/seller's affidavit (provided by title agent)

- Copy of Local Sponsor's title policy for NRCS Contribution

- Complete copy of NRCS Form 230 with all signatures

-Copy of the ACEP-ALE Plan required by NRCS for ODA's files (send electronically)

- Complete copy of NRCS Closing Instructions for this Agricultural Easement

-Copy of the NRCS appraisal for this agricultural easement, for ODA's files (send electronically) -Copy of the complete IRS tax appraisal for this agricultural easement, for ODA's files (send electronically)

**Please see the attached outline (Attachment B) for items that need to be completed, executed, and or recorded, and returned.** If you should have any questions on this process, please do not hesitate to contact us at (614) 728-6238.

Sincerely,

Amanda Y. Bennett Program Manager

# SAMPLE ODA CLOSING INSTRUCTIONS

(continued)

Acknowledgements	
Local Sponsor: Local Sponsor	
Signature:	
Printed Name:	
Title:	
Date:	
Closing Agent, Closing Agent	
Closing Agent: Closing Agent	
Signature:	
Printed Name:	
Title:	
Date:	

# EXHIBIT C SAMPLE ODA CLOSING INSTRUCTIONS

(continued)

#### **CLOSING INSTRUCTIONS – ATTACHMENT A**

#### Procedures for completing recordation and preparing ODA's final title policy

Dear Local Sponsor and Closing Agent:

#### **Recordation Procedures**

This ODA Agricultural Easement Closing package may contain one or more of the documents listed below. If any of these documents are to be recorded for this Agricultural Easement, proceed with recording in the following order:

- (1) Memorandums of Trust or Partnership Agreements
- (2) Deed of Agricultural Easement
- (3) Subordination Agreement(s) for mortgage or other lien
- (4) Affidavits (including but not limited to, Affidavits for Oil and Gas, Affidavits for Uninstalled Utilities, etc.)
- (5) **Consents to Easement (for farm renters)**

Note: Do not proceed with recording any of the above documents until after a final title update has occurred, which is to happen <u>immediately prior to recording</u> the documents listed above.

#### Final ODA Title Policy

Per ODA's final Closing Instructions, the final title policy insuring ODA's Easement Interest is to list a date and time matching that of the recording date/time stamp for the Deed of Agricultural Easement. Therefore, items recorded in the order above shall appear or not appear in the final title policy as follows:

- Mortgages that were subordinated to the Agricultural Easement should not appear as exceptions on the final title policy. By being <u>subordinated</u> to the Agricultural Easement, they are no longer an <u>exception</u> to our Easement Interest.
- 2) Affidavits should be added to the title policy exception that they pertain to by Volume/Page or Instrument reference. For example, an Affidavit filed at Closing which speaks to specific oil and gas leases should be added to the policy exception for those oil and gas leases.
- Consents to Easement for farm renters should not appear as exceptions to ODA's policy. Since the document <u>subordinates</u> the renter's rights to the Agricultural Easement, they are no longer <u>exceptions</u> to ODA's Easement Interest.
- 4) Finally, the Deed of Agricultural Easement <u>should not</u> appear as an exception on ODA's title policy. The interest being insured is for the Easement itself. If the underwriter requires the Deed to be listed as an exception, it needs to be qualified with language that makes clear that the terms and conditions of the Deed of Ag Easement are excepted from the policy, <u>not</u> the document itself.
- 5) The final title policy <u>shall not</u> contain an arbitration clause. The State of Ohio cannot agree to arbitration clauses.

If you have any questions about any of the above items, contact Amanda Bennett at the Office of Farmland Preservation at (614) 728-6214 or <u>amanda.bennett@agri.ohio.gov</u>.

EXHIBIT C EXMPLE ODA CLOSING INSTRUCTIONS (continued)

X (Original Revised) to Return to ODA Document(s) X (Original) X (Copy) X (Copy) × Recorded Document to be × × XX agreement) X (Original Revised) X (ODA must sign Closing Instructions Outline – ATTACHMENT B Document to be X (deposited per before Signed closing) escrow Landowner Name – Commitment # Number × × × × × **Document Enclosed** DATE Closing Sent directly to Agent × × × × × × × × × × Original (Revised) **Document Type** Original/Copy Original/Copy Copy (Initial) Original/Copy Original Original Original Original Original Original Copy Copy Copy Copy Copy Copy commitment (for reference) Deed of Agricultural Easement, Insurance (ALTA) for Check (ODA contribution) for ODA Closing Instructions (w/ Renter's Consent to Easement Escrow Agreement including LS and Title Agent Example of cross references Title Update (pre-recording) Local Sponsor's Policy (for **ODA** Purchase Agreement Owner's/Seller's Affidavit Ex. A, A-1, A-2, B, C Subordination Agreement NRCS Contribution) **All Documents** ODA as third party Partnership Agreement Recording Information **Owners** Policy of Title Most recent ODA title Memorandum of Trust Corporate Resolution Settlement Statement Signature) \$XX,XXX.00 ODA Affidavit (HUD-1)

Exhibit Page 14 of 41

EXHIBIT C SAMPLE ODA CLOSING INSTRUCTIONS	(continued)	
SAMPLE OD		

	All Documents	Document Type	Document Enclosed	Document to be Signed	Document to be Recorded	Document(s) to Return to ODA
Electronic CopyElectronic CopynsCopysalElectronic CopysalElectronic CopyElectronic CopyElectronic Copy	NRCS Form 230	Copy	X (ODA's signed copy)	X		X (Copy)
ns     Copy     math       sal     Electronic Copy     math       Electronic Copy     math     math	NRCS ACEP-ALE Plan	Electronic Copy				X (send electronically)
sal     Electronic Copy       Electronic Copy	NRCS Closing Instructions	Copy				X (Copy)
Electronic Copy	NRCS Approved Appraisal	Electronic Copy				X (send electronically)
	IRS Tax Appraisal (full)	Electronic Copy				X (send electronically)

LS = Local Sponsor ODA = Ohio Department of Agriculture

Exhibit Page 15 of 41

.

# EXHIBIT D

SAMPLE SUMMARY OF APPLICATIONS RECEIVED

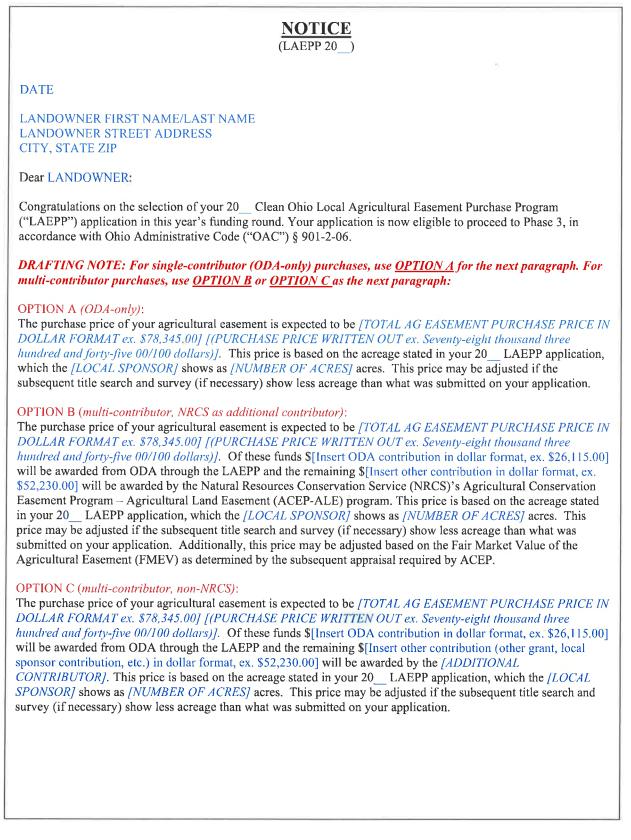
(Draft Prepared by Local Sponsor - Maintained by ODA)

#### (Enter Local Sponsor Name Here) Landowner Application Funding Plan by Rank

							Landowner Payment Plan			
Farm ID*	County	Landowner Name	Total Score	% of Donation	Acres	Points- Based Max Purchase Price **	ODA Contribution	Local Sponsor Contribution	Projected ACEP-ALE	Total Planned Payment
103FRH2	Lincoln	Smith	99.99	25%	###.##	\$ ###,###	\$ ###,###	\$ ###,###	\$ ###,###	\$ ###,###
11D7EBC	Clay	Jones	88.88	60%	###.##	\$ ###,###	\$ ###,###	\$ ###,###	\$ ###,###	\$ ###,###
11TI8NI	Grant	Wilson	77.77	40%	###.##	\$ ###,###	\$ ###,###	\$ ###,###	\$ ###,###	\$ ###,###
121NOVQ	Douglas	Abbott	66.66	60%	###.##	\$ ###,###	\$ ###,###	\$ ###,###	\$ ###,###	\$ ###,###
12242A6	Johnson	Brown	55.55	60%	###.##	\$ ###,###	\$ ###,###	\$ ###,###	\$ ###,###	\$ ###,###
122NCPN	Polk	Moore	44.44	25%	###.##	\$ ###,###	\$ ###,###	\$ ###,###	\$ ###,###	\$ ###,###

#### <u>EXHIBIT E</u> SAMPLE NOTICE OF SELECTION

(Prepared by Local Sponsor on Local Sponsor Letterhead)



#### EXHIBIT E SAMPLE NOTICE OF SELECTION (continued)

#### Upon exercise of this NOTICE:

- 1. *[LANDOWNER]* ("Landowner") acknowledges that the *[LOCAL SPONSOR]* shall obtain, on the Ohio Department of Agriculture ("ODA")'s behalf, a title guaranty, attorney's certificate or title insurance as evidence of the title to be conveyed.
  - a. Costs incurred by *[LOCAL SPONSOR]* for the above items will be reimbursed to *[LOCAL SPONSOR]* through the title insurance company, as escrow agent, at closing by deducting these costs from the Agricultural Easement purchase price.
  - b. [LOCAL SPONSOR] will review the previously mentioned documentation for compliance with LAEPP requirements, and if [LOCAL SPONSOR] and ODA determines that the documentation is in compliance, Landowner will receive written notice that it has been selected to proceed to Phase 4, which consists of ODA and Landowner signing a Purchase Agreement.
  - c. If, after costs are incurred by *[LOCAL SPONSOR]* for the above items, Landowner becomes ineligible for any reason or withdraws from receiving funding, Landowner shall be held completely responsible and shall reimburse *[LOCAL SPONSOR]* for all such costs.
  - d. ODA may require that the property be surveyed by a duly licensed surveyor at Landowner's expense, if ODA determines that the boundaries of the easement property are not sufficiently described to enforce the easement or if a survey is required to record the easement.
- 2. Title to the application property shall not be subordinate to any other legal or equitable interest, the exercise of which would result in a conversion of the land from predominately agricultural use. Landowner shall provide subordination agreement(s) from any party that has a legal or equitable interest in the land identified in the application, or in the title search, that *[LOCAL SPONSOR]* and/or ODA determines is not conducive to keeping the land in agriculture.

# NOTE: Any liens, encumbrances, mortgages and easements allowed to remain must be subordinated in accordance with the policies of ODA before payment of the purchase price is permitted.

- 3. Landowner acknowledges that subdividing of an agricultural easement is prohibited. All parcels that make up the application property will be bound together by one permanent agricultural easement. In the future, if the land under easement is sold or transferred, all parcels must be <u>conveyed as one unit</u> and cannot be sold or transferred separately.
- 4. Landowner acknowledges that no additional house(s) may be added to the property if homes already exist. If no housing currently exists, landowner acknowledges that they will be permitted to reserve a home site for one future single-family residence.
- 5. Landowner acknowledges and consents that [LOCAL SPONSOR] may submit Landowner's application to the United States Department of Agriculture's ("USDA") Natural Resources Conservation Service ("NRCS") for partial reimbursement under the Agricultural Conservation Easement Program Agricultural Land Easement ("ACEP-ALE") program for the purchase of the Agricultural Easement.
- 6. Landowner acknowledges that if *[LOCAL SPONSOR]* submits Landowner's application to USDA/NRCS, compliance with the ACEP requirements will be required by the Landowner and *[LOCAL SPONSOR]*.

DRAFTING NOTE: Preceding items #5 and #6 relate directly to Local Sponsors who have applied to or intend to apply to the USDA-NRCS for matching funds. If the Local Sponsor has not and will not apply the property in question to the ACEP-ALE program, these items can be removed from the final Notice of Selection.

7. Landowner acknowledges that any award is public record and such information may be released to the media in accordance with the requirements of Ohio law.

#### EXHIBIT E SAMPLE NOTICE OF SELECTION (continued)

- 8. Landowner acknowledges that any funding is contingent upon the availability of funds from the Clean Ohio Agricultural Easement Fund.
- **9.** Landowner further acknowledges that this Notice does not guarantee the receipt of funding, but is an agreement by Landowner to abide by the terms of this Notice and proceed to Phase 3 of the Local Agricultural Easement Purchase Program.

Sincerely,

#### [LOCAL SPONSOR]

#### [LOCAL SPONSOR TITLE]

CC: Ohio Department of Agriculture, Office of Farmland Preservation (via email)

### EXHIBIT E SAMPLE NOTICE OF SELECTION

(continued)

[LANDOWNER NAME] - LAEPP 20 Notice of Selection					
<u>ALL Landowners/Partners/Trustees</u> must return this SIGNED NOTICE to [LOCAL SPONSOR] within 10 business days after the date of this Notice, if they desire to proceed to Phase 3. If no response is received within 10 business days, the application will not proceed to Phase 3.					
If all landowners agree to proceed to Phase 3 of the application process, please sign and date below.					
ACKNOWLEDGEMENT AND ACCEPTANCE					
MY SIGNATURE INDICATES THAT I HAVE READ, UNDERSTAND, AND AGREE TO ABIDE BY THE PROVISIONS/TERMS AND CONDITIONS ABOVE.					
Signature:					
Printed Name:					
Date:					
Signature:					
Printed Name:					
Date:					
Signature:					
Printed Name:					
Date:					
Signature:					
Printed Name:					
Date:					
*If more than four signatures are required, please attach a sheet with remaining signatures. Notice of Selection Template Date: 11/29/2018					
6					

(Prepared by ODA)

### STATE OF OHIO DEPARTMENT OF AGRICULTURE

### PURCHASE AGREEMENT FOR EASEMENT (LAEPP 20\_)

This Purchase Agreement ("Agreement") is entered into by [SELLER'S NAME] (hereinafter "Seller"), [SELLER'S ADDRESS], and the State of Ohio, acting by and through the Department of Agriculture ("ODA"), 8995 East Main Street, Reynoldsburg, Ohio 43068 and the [LOCAL SPONSOR'S NAME], (if applicable, remove next part if government LS) an Ohio non-profit corporation ("Local Sponsor"), [LOCAL SPONSOR'S ADDRESS].

- 1. PURCHASE. Upon the terms and subject to the conditions set forth in this Agreement, Seller hereby agrees to sell and ODA and Local Sponsor agree to purchase ("Purchase"), under the terms and conditions hereinafter set forth, an Agricultural Easement ("Easement"). Easement shall be approximately \_\_\_\_\_\_\_ acre(s) of land located in \_\_\_\_\_\_ County, [STREET ADDRESS] in [CITY, STATE] and which is further described in the legal description attached hereto as Exhibit A ("Property"). It is the purpose of this Easement to ensure that the Property will be retained in agricultural use, as that term is defined by Ohio Revised Code ("ORC") § 5713.30, by preserving and protecting the Property's agricultural soils and agricultural viability through a perpetual restriction on the use of the Property. For the purposes of this Agreement, Property will be deemed to refer to not only the described land but also all rights and interests in said land, including without limitation, all water and mineral rights, development rights, rights-of-way, utility agreements and improvements located on or related in any way to such land.
- 2. PURCHASE PRICE: The purchase price of the Easement is expected to be \$ (WRITTEN OUT DOLLAR AMOUNT and 00/100 Dollars), or SI ] per acre. Of ] (WRITTEN OUT DOLLAR AMOUNT the total purchase price, ODA shall contribute \$[ and 00/100 Dollars). Landowner must complete all requirements provided by ODA in order to qualify for the purchase price specified above. After ODA receives an executed copy of this Agreement, ODA will verify the information which was submitted by the Seller. The final purchase price will be based upon ODA's policies applied verifiable in Seller's as to the facts application.

It is expressly understood by Seller that the Purchase under this Agreement is contingent upon the availability and receipt of all necessary appropriations. If the Ohio General Assembly or any thirdparty (e.g., Federal Agencies) providing funding fails at any time to continue funding for the payments or any other obligations due by the ODA under this Agreement, the ODA will be released from its obligations on the date funding expires. If appropriations are approved, the ODA may continue this Agreement past the date set forth in Paragraph three (3) below, by an amendment, in writing, signed by all parties hereto. Any obligations of the ODA in this Agreement are subject to Sections 126.07 and 126.14 of the Ohio Revised Code. Further the purchase is contingent on Seller's performance of all of its obligations under this Agreement.

3. **DUE DILIGENCE PERIOD:** ODA shall have such time to perform due diligence on the Property to review title work and any other aspects of the property to determine the property's suitability for Purchase. ODA shall be granted until June 30, 20xx with the option of renewal for two, one (1) year terms in the sole discretion of ODA, commencing upon the execution of this Agreement by both parties. Seller agrees not to sell or transfer, or negotiate to sell or transfer the Property; or otherwise offer the

(continued)

Property for sale or grant any type of license, option, easement or other rights in and to the Easement during the option period. No modifications to this Agreement are permitted unless otherwise agreed to in writing by both parties.

- 4. **EXERCISE OF PURCHASE**: For the purpose of inducing ODA to enter into this Agreement, Seller agrees, represents, and warrants:
  - (A) That Seller is legally bound and has full right, power and authority to convey the Easement in said Property to the State of Ohio, Department of Agriculture and Local Sponsor in accordance with the terms of this entire agreement as set out herein, and has marketable fee simple title to the Property.
  - (B) Excepting matters disclosed to ODA (including, but not limited to, matters known at the time of this execution and thereafter), Seller has not received any notice of, nor has knowledge concerning, any adverse parties in possession of the Property, proceedings (including but not limited to eminent domain and foreclosure) against the Property or Seller, or public improvements or utilities contemplated to be placed on the Property, or any petitions now or in the future to subdivide or split off the Property.
  - (C) That the Property is free of all liens and encumbrances except as shown on the title commitment or disclosed to ODA, and Seller has not and will not take any action which would result in any liens or encumbrances against the Property prior to the Closing, including but not limited to any type of mortgage, easement, permits, rights-of-way, or any other license against any right in the Property. This includes but is not limited to any rights granted to utilities and septic systems or for the building of roads or other improved surfaces.
  - (D) That all laws, ordinances, rules, regulations and court orders (including, but not limited to, those relating to zoning, building, fire, health, safety, taxes, and environmental conditions and protection) of any applicable governmental agency or other party bearing on the Seller's ownership, operation or use of the Property or any part thereof, have been or will, prior to Closing, be disclosed to ODA and complied with by Seller.
  - (E) That the Property is not currently used and will not be used for industrial or commercial activity beyond the production of agricultural products from the Property, and no further buildings other than for agricultural production are currently planned or will be built without further permission from ODA.
  - (F) That Seller has consulted with legal counsel or has otherwise settled any estate planning matters regarding the disposition of the Property upon his death, and no further transfer or conveyance of the Property in furtherance of such planning is anticipated at this time. Seller acknowledges upon execution of this Agreement, the Property cannot be split off or otherwise broken apart, and must be conveyed as a single piece in any transfer or conveyance.
  - (G) That there are no hazardous materials (including but not limited to any chemical, pollutant, contaminant, waste, toxic substance or petroleum product regulated by law or regulation) located on the Property and neither Seller, nor any previous owner of the Property, has ever violated or received any notice of the claimed violation of any federal, state, or local law or regulation relating to the health, safety or environment, including without limitation, the Clean Air Act, the Clean Water Act, the Federal Water Pollution Control Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response Compensation and Liability Act. Seller agrees that it will hold ODA and Local Sponsor harmless from any and all liability or expense arising from violation of environmental laws and regulations.

(continued)

- (H) Prior to the Closing, and with prior notice to Seller, ODA or its agents may enter the Easement at reasonable times for the purpose of preparing the Present Condition Report, conducting investigations, surveys, tests, and inspections as ODA may desire.
- (I) The acts of obtaining a prepared Easement and obtaining the evidence of title will be done by ODA or its agent. The cost of the Easement preparation and obtaining the evidence of title shall be borne by the Seller. The Seller will be responsible for all closing costs. Seller will cooperate with ODA and Local Sponsor in their efforts to obtain the Easement and timely respond to any requests for information.
- (J) Seller certifies that it has not given nor promised to give anything of value to any public official or employee of ODA or any other board, commission, or agency of the State of Ohio. Seller also certifies that it is in compliance with and will remain in compliance with all of the provisions of Ohio Ethics Law as provided by ORC Sections § 102.03 and § 102.04.

If ODA exercises the Purchase, then each of the representations and warranties set forth in this Paragraph will be deemed to have been remade by Seller as of the Closing Date. ODA's remedies for Seller's breach before Closing shall be provided elsewhere in this Agreement.

- 5. **TERM AND CONDITION OF SALE**: Upon execution of this Agreement, the sale of the Easement will be completed as follows:
  - (A) Conveyance: Seller shall convey the Easement on the Property to the Director of the Ohio Department of Agriculture by a deed of easement with release of dower, if any. The Property which the Easement will be on must also be free and clear of any and all liens, encumbrances, mortgages and other easements that affect this Easement, other than those permitted by ODA. Once the above requirements are met and the Easement interest is recorded, Seller shall receive payment of the purchase price. Seller shall indemnify, defend and save harmless ODA, Local Sponsor, and their respective agents and employees, from any claims, demands, injuries, suits, actions, proceedings, losses, costs and damages and attorney fees arising out of the actions and omissions of Seller, its employees and/or agents or contractors, in the completion of the activities under this Agreement or relating to this Agreement. This Article shall survive any termination of this Agreement.

# NOTE: Any liens, encumbrances, mortgages and easements allowed to remain must be subordinated in accordance with the policies of the Department of Agriculture before payment of the purchase price is permitted.

- (B) Taxes: The Seller shall remain obligated for the payment of real estate taxes and assessments on the described Property as determined by the Auditor of the County. However, the Seller may apply to the County Auditor for any reduction in real estate taxes that may result from the execution of the Easement. Taxes shall not be apportioned between the Seller and ODA. The risk of loss to the Property shall remain with Seller before and after the sale of the Easement.
- (C) Title, Appraisal and Survey: ODA will obtain, at the Seller's expense, a title guaranty, title insurance as evidence of the title to be conveyed hereunder, and if necessary, an appraisal. ODA may require the Seller to have the Property surveyed by a duly licensed surveyor at the Seller's expense, if ODA determines that the boundaries of the Property are not sufficiently

(continued)

described to enforce the Easement or if a survey is required to record the Easement. Release of payment is subject to approval by ODA's Legal Section of the title information contained hereunder, including restrictions, reservations, conditions, agreements and easements of record, if any, and zoning ordinances, if any. If the title commitment or survey discloses any exception to title which ODA in the exercise of its reasonable judgment finds unacceptable, the Seller shall have a reasonable time period, not to exceed one hundred and eighty days (180) to cure the exception to title. If Seller fails to cure the exception, then Seller shall be considered in breach of this Agreement, and this Agreement shall terminate. ODA's remedies for breach are described in Paragraph 6 of this Agreement.

The Seller's application may be submitted to the United States Department of Agriculture's ("USDA") Natural Resource Conservation Service ("NRCS") for partial reimbursement under the Agricultural Conservation Easement Program - Agricultural Land Easement ("ACEP-ALE") program for the purchase of the Agricultural Easement. If Seller's application is submitted to USDA/NRCS, compliance with ACEP-ALE requirements will be required.

- (D) **Signs**: ODA may, at the State's expense, provide one or more signs to the landowner to erect on the property designating the farmland as being preserved with an agricultural easement.
- 6. **CONTINGENCY AND BREACH**: Seller may, upon thirty (30) days written notice, terminate this Agreement at any time prior to execution of the deed of Easement. In the event that Seller breaches or otherwise terminates this Agreement, ODA shall be entitled to payment or reimbursement by Seller of all ODA's costs expended under this Agreement, including but not limited to any title search or other title costs, surveys, or any other cost or expense incurred as related to this Agreement. ODA's obligation to purchase the Property is contingent upon the Seller's performance of all its obligations under this Agreement, that the Property is suitable for ODA's intended use, and all of Seller's representations and warranties being true and correct as of the date of the Closing.

Breach for the purposes of this Agreement shall specifically include but is not limited to any violation of any representations or warranties herein or any other material provision of this Agreement. No term or provision of this Agreement shall be deemed waived and no breach excused unless the waiver of consent is in writing and signed by both parties to this Agreement.

- 7. **CLOSING**: The closing will occur, if at all, at such specific date, time and place as are mutually agreed to by ODA and Seller. At the option of ODA, the closing of the transaction contemplated hereunder may be affected by the delivery by Seller and ODA of all closing documents and other required deliveries into escrow with an appointed Escrow Agent, and the Escrow Agent's holding, recordation, and disbursement of all such closing documents and deliveries in accordance with escrow instructions.
- 8. **CLOSING OBLIGATIONS**: Seller's sale of the Easement to ODA will be contingent upon Seller and ODA taking the following described obligatory actions at Closing:
  - (A) **Purchase Price Payment**: ODA will pay the Purchase Price to Seller. The amount of such payment will be adjusted in the manner contemplated in Paragraph 2 of this Agreement.
  - (B) **Transfer of Easement**: Seller will execute and deliver to ODA a general deed of easement free and clear of liens and encumbrances other than as agreed by ODA.

(continued)

- (C) **Entity Resolutions**: If Seller is an entity (such as a corporation, limited liability company, or partnership), then Seller will execute an entity resolution affirming the authority of such party to enter into the transaction contemplated in this Agreement and further authorizing an individual officer or representative of such party to execute this Agreement and all closing documents in the name and on behalf of such party.
- (D) Closing Statement: Seller and ODA will execute and deliver to the other a closing statement which sets forth the economics of ODA's purchase of the Easement from Seller, including the amount of the purchase price and all those closing credits, charges and other adjustments specified herein. Seller will execute and deliver such other documents as are reasonably requested by ODA to further evidence the sale of the Easement to ODA in the manner contemplated in this Agreement.
- (E) **Closing Costs**: Seller will pay all of the following closing costs:
  - a. All premiums and other charges required to permit the title company to issue the title insurance policy;
  - b. All costs required to permit the surveyor to issue and certify the survey;
  - c. All recording fees associated with the recording of the general easement deed; and
  - d. All costs associated with due diligence as conducted by Local Sponsor and/or ODA.
- 9. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties and no prior oral or implied agreements or representations shall be binding on the parties hereto, and all rights and obligations shall accrue to and be binding on the heirs, executors, administrators, successors, and assigns of the parties hereto. Seller may not assign this Agreement at any time. This Agreement may be executed in counterparts, each of which will be deemed an original, and all such counterparts will collectively constitute a single agreement. This Agreement shall be construed in accordance with the laws of Ohio, and the parties irrevocably agree to venue in Franklin County, Ohio, or the Ohio Court of Claims, as applicable, and waive any claims as to convenience of forum. Any notices required or permitted to be given under this Agreement must be in writing and delivered to Seller or ODA at the address set forth above, and must be sent by certified mail, personally delivered, or by email or facsimile transmission with proof of delivery. A facsimile signature or other similar electronic reproduction of a signature shall have the force and effect of an original signature, and in the absence of an original signature, shall constitute the original signature. The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless, be binding and enforceable. The headings of this Agreement, including the name of this Agreement, are for informational purposes only and should not be construed against either party or otherwise used to determine the meaning of any section of this Agreement.

(continued)

ACKNOWLEDGEMENTS:			
IN WITNESS WHEREOF, the Seller, who hereby fur	ther agrees to rele	ease all right a	nd expectancy of
dower in said premises, have hereunto set his/her/their	hand(s) this	day of	,
20			
	SELLER:		
	[NAME OF SE	ILLER]	
STATE OF,	[NAME OF SE	LLER]	
(state) County of, ss			
(county) (state)			
I certify that on this date before me, a notary public du above to take acknowledgements, personally appeared who is/are known to me and who executed the foregoin that he/she/they executed the same as his/her/their own therein.	ng instrument, ar	nd who acknow	, wledged before me
IN TESTIMONY WHEREOF, I have hereunto subscribe thisday of, 20	d my name at	(city)	_,, (state)
		Notary Public	2

Exhibit Page 26 of 41

(continued)

	OHIO DEPARTMENT OF
	AGRICULTURE (ODA):
	9 <u></u> )
	, Director
STATE OF OHIO,	
County of, ss	
I certify that on this date before me, a notary public du above to take acknowledgements, personally appeared	d (Director of Agriculture Name), who is known to
me to be the Director of the Ohio Department of Agri	
instrument on behalf of the Ohio Department of Agric	culture.
IN TESTIMONY WHEREOF, I have hereunto subscribe	ed my name at, Ohio,
thisday of, 20	(city)
	Notary Public
Rev. 01/18/2019	

### EXHIBIT G LAEPP POLICIES AND GUIDELINES

### Clean Ohio Local Agricultural Easement Purchase Program

### 20xx Policies and Guidelines for Landowner Application Through Certified and Funded Local Sponsor Ohio Department of Agriculture (ODA) Office of Farmland Preservation

The Ohio Department of Agriculture's Office of Farmland Preservation anticipates distributing nearly \$#.# million in this round of the Clean Ohio Local Agricultural Easement Purchase Program (LAEPP). The funds will be used to purchase agricultural easements from Ohio farmland owners.

In addition to reading through the following 20xx Policies which are listed below, please review the following documents and share them with the farmland owner:

- Sample Deed of Agricultural Easement
- Sample Purchase Agreement
- Site Visit Form

**Complete Application** – Any application may be deemed incomplete and ineligible for funding if all required information and attachments are not submitted with the application to ODA and the Local Sponsor. Data must be accurate as of the day of electronic application submission. If changes occur, contact the Local Sponsor and ODA.

Note to Local Sponsors: Top-ranking applications submitted for approval for funding must include all required attachments and signatures as of the closing date of ODA's application period.

**Farm** – An application must consist of parcel(s) held by the same legal interest. Each applicant farm must be a minimum of 40 acres unless the land is located adjacent to property with an agricultural easement or is adjacent to permanently protected land compatible with agriculture, including natural resource, open space, or forested land protected by conservation easements, as well as wetlands, public parks, open spaces, forests, airports, military bases, wildlife areas, natural preserves, prison farms, historic or archaeological sites, conservancy parks, reservoirs, water wellfields, battlefields, flood pools and other normally undevelopable waterbodies, publicly-owned agricultural research lands, and water wellhead protection areas. In this case, the land may be a minimum of 25 acres. All contiguous parcels owned by the same legal interest must be submitted. See OAC § 901-2-01 (M) for "contiguous parcels" definition. No contiguous parcels under the same ownership can be withheld from the application unless waived by ODA and the Local Sponsor.

Eligibility and Scoring Criteria – An application property's enrollment in all eligibility criteria (e.g., "Agricultural District" ORC Chapter 929, "Current Agricultural Use Valuation ('CAUV')" ORC § 5713.30) must be in place by the application deadline as set by the Local Sponsor. Furthermore, an application property's enrollment, designation, or other submitted data within the application (e.g.,

"Agricultural Security Area ('ASA')" ORC Chapter 931, Ohio's Historic Family Farms Program) must also be in place and documented accurately as of the closing date of the landowner application period.

**Current Agricultural Use Value (CAUV) enrollment** – The application property must be enrolled in the Current Agricultural Use Value (CAUV) program through the County Auditor. The CAUV enrollment period is January-March and applications must be made to the County Auditor.

### EXHIBIT G LAEPP POLICIES AND GUIDELINES

(continued)

Agricultural District Enrollment – The application property must be enrolled in the Agricultural District program, with the exception of the homestead, wind energy-producing facilities, bio-digesters for on-farm use and/or any other land use determined excepted by the director. The Agricultural District enrollment period is January-March and applications must be made to the County Auditor.

**No Subdividing Policy** – All parcels that make up an application will be bound together by one permanent agricultural easement. In the future, if the land under easement is sold or transferred, all parcels must be conveyed as one unit and cannot be sold or transferred separately. The purpose of this policy is to preserve entire farms.

**Farmstead/Homestead Policy** – ODA's farmstead policy permits one homestead to be reserved if no housing currently exists on the applicant property. The reservation allows for one-single family home to be built in the future. If housing exists on the property at the time of application, then no additional residences may be built. Any future or existing house on the preserved farm may not be subdivided from the farm. The purpose of this policy is to promote farm families living on the land they work.

**Conservation Plan Policy** – If selected for funding, a farm must have a Conservation Plan in place before the Deed of Agricultural Easement is finalized. Conservation Plans can be prepared in consultation with the United States Department of Agriculture-Natural Resources Conservation Service (NRCS) or the local Soil and Water Conservation District in which the property is located.

**Forest Management Plan Policy** – If selected for funding, a farm that contains 40 contiguous acres of forest or if 20% of the applicant property is forestland, then a written forest management/woodland plan or Conservation Plan component must be in place before the Deed of Agricultural Easement is finalized.

**Zoning Policy** – Where the local governments have adopted zoning, applicant farms must be zoned for agricultural use. The purpose of this policy is to ensure preservation is consistent with the local governments' long-term planning for the area.

**Exception/Waivers Policy** – To request an Exception or waiver of an application requirement, write to the Director of ODA in the care of the Office of Farmland Preservation. The letter may be submitted through mail (please address the letter to the Office of Farmland Preservation) or email (<u>farmlandpres@agri.ohio.gov</u>). The Local Sponsor conducting the local application process must be copied on the letter. The letter shall indicate the exception requested , include aerial or topographic maps distinguishing the property and associated parcel numbers, and indicate local sponsor support for the request.

Large Farm Exception: If an exception is granted, the landowner has the option to submit one or both halves of the farm as individual applications.

- Large Farm Size Exception: Farms comprised of no less than 400 acres may request the one-time option to apply the farm in two applications of approximately equal size.
- Large Farm Value Exception: If the applicant farm's points-based appraisal is greater than \$1 million, the landowner may request the one-time option to apply the farm in two applications of approximately equal size.

Small Farm Exception: If an exception is granted by the Director, the landowner has the ability to submit a farm of 10-24 acres so long as it shares a substantial border with permanently protected land compatible with agriculture, including natural resource, open space, or forested land protected by conservation easements, as well as wetlands, public parks, open spaces, forests, airports, military bases, wildlife areas, natural preserves, prison farms, historic or archaeological sites, conservancy parks, reservoirs, well fields, battlefields, flood pools and other normally undevelopable waterbodies, publicly-owned agricultural research lands, and well heads.

### EXHIBIT G LAEPP POLICIES AND GUIDELINES

(continued)

Small Farm Exception: If an exception is granted by the Director, the landowner has the ability to submit a farm of 10-24 acres so long as it shares a substantial border with permanently protected land compatible with agriculture, including natural resource, open space, or forested land protected by conservation easements, as well as wetlands, public parks, open spaces, forests, airports, military bases, wildlife areas, natural preserves, prison farms, historic or archaeological sites, conservancy parks, reservoirs, well fields, battlefields, flood pools and other normally undevelopable waterbodies, publicly-owned agricultural research lands, and well heads.

Contiguous Parcel Exception: O.A.C. 901-2-02(A)(5) requires all contiguous parcels owned by the same legal interest must be submitted in the landowner application. However, that requirement can be waived.

Determining whether to grant exceptions and waivers is at the discretion of the Director of ODA. <u>The Director's</u> approval must be obtained prior to the submission of an application during the landowner application period and a copy of such approval shall be submitted with the other required attachments to the application.

**Title Costs** – If selected for funding, the Local Sponsor (on behalf of ODA) may initiate a title examination and purchase title insurance. The costs incurred for these services – along with escrow, closing, and recording services – will be deducted from the agricultural easement purchase payment at closing.

**Funding/Landowner Payment** – A landowner can receive up to 75% of the appraised value of the easement. Additionally, the maximum dollar amount per acre is set at \$2,000 and the total dollar amount per farm is set at \$500,000. No individual may sell more than one easement in this round of funding. The Director also reserves the right to adopt additional guidelines according to OAC § 901-2-05 (D).

**Multi-County Farm** – If a landowner requests to apply a farm that is located within more than one county, the landowner must apply under the county with the majority of the farm's acreage. This majority-acreage (primary) county must be a part of the Local Sponsor's landowner application area. The applicant must answer landowner application questions based on the majority-acreage county. A multi-county farm will have a deed and Present Condition Report recorded in each county in which the applicant property is located. Note: Under the LAEPP, only one Local Sponsor may co-hold an easement with ODA.

The following additional steps for a multi-county farm need to be addressed before the farm is selected for funding:

- Local Sponsors that are political subdivisions: Obtain your own organization's resolution (per Attachment A) as well as resolutions supporting the agricultural easement from all other townships and counties in which the farm sits. (Example: Smith County SWCD is the Local Sponsor, submitting an application for a farm that sits in both Smith County (Roberts Township) and Jones County (Wilson Township). They must attach 1) Smith SWCD resolution, 2) Jones County resolution, and 3) Wilson Township resolution).
- Local Sponsors that are charitable organizations: Obtain resolutions supporting the agricultural easement from all counties and townships in which the farm sits (per Attachment H), along with your own organizational resolution (per Attachment A). (Example: Able Land Trust is the Local Sponsor, submitting an application for a farm that sits in both Smith County (Roberts Township) and Jones County (Wilson Township). They must attach 1) Able Land Trust resolution, 2) Smith County resolution, 3) Roberts Township resolution, 4) Jones County resolution, and 5) Wilson Township resolution)

Note: Only one Local Sponsor may co-hold an easement with ODA and be named on the Deed. Therefore, Resolutions from minority-acreage (secondary) entities must include a reference that the funded Local Sponsor will be holding the easement with ODA.

11-26-2021

(Prepared by Local Sponsor)

### ESCROW AGREEMENT

(LAEPP 20\_\_)

### RECITALS

WHEREAS, Local Sponsor and ODA intend to purchase a perpetual Easement from the Landowner for the property more fully described in the Purchase Agreement, attached hereto and incorporated herein as Exhibit A; and

WHEREAS, ODA requires an escrow agent to perform escrow and closing services for deposits (hereinafter "Deposit") received through the Local Sponsor from ODA; and

WHEREAS, Escrow Agent desires to perform such services and act as escrow agent pursuant to the terms and conditions contained in this Agreement, and Landowner and Local Sponsor desire to have Escrow Agent act in such capacity; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

### AGREEMENT

### I. NATURE OF CONTRACT

- 1.1 Escrow Agent shall be employed as an independent contractor to fulfill the terms of this Agreement. It is specifically understood that the nature of the services to be rendered under this Agreement are of such a personal nature that the Local Sponsor is the sole judge of the adequacy of such services.
- 1.2 The Local Sponsor and Landowner enter into this Agreement in reliance upon Escrow Agent's representations that it has the necessary expertise and experience to perform its obligations hereunder, and Escrow Agent warrants that it does possess the necessary expertise and experience.
- 1.3 Escrow Agent shall perform the services to be rendered under this Agreement and the Local Sponsor shall not hire, supervise, or pay any assistants to Escrow Agent in its performance under this Agreement. The Local Sponsor shall not be required to provide any training to Escrow Agent to enable it to perform services required hereunder.

(continued)

### II. SCOPE OF WORK

- 2.1 Escrow Agent has established an escrow account for the purpose of holding the Deposit to be made by Local Sponsor pursuant to the Purchase Agreement referenced herein at Bank, a bank authorized to do business in the State of Ohio ("Escrow Account").
- 2.2 All Deposits received from the Local Sponsor prior to closing shall be placed in the Escrow Account within five (5) business days of receipt of the Deposit by the Escrow Agent.
- 2.3 Within ten (10) business days of placing the Deposit in the Escrow Account, Escrow Agent shall provide written notice to the Local Sponsor and ODA confirming the Deposit. Failure to provide confirmation of the deposit may subject the instrument conveying the Deposit to cancellation by ODA.
- 2.4 Under no circumstances shall Local Sponsor or Landowner seek or accept release of the Deposit made by the Local Sponsor on behalf of ODA until after consummation of the Purchase Agreement, completion of any accompanying Closing Instructions as issued by ODA, completion of a final title review prior to the closing, delivery of an executed Deed of Agricultural Easement as signed by the Landowner, and consent has been provided by the Local Sponsor and ODA for release. After recordation of the Easement and in good faith that all instructions and conditions specified in the final ODA Closing Instructions and this Agreement have been satisfied, Escrow Agent shall pay all costs as itemized in ODA's signed Settlement Statement out of the funds held in the escrow account. Once all other costs are paid, the remainder of the funds held in the escrow account shall then be disbursed to the landowner entitled to payment.
- 2.5 If Escrow Agent is not directed to release the Deposit pursuant to the paragraph above, and Escrow Agent receives a request by either Local Sponsor or Landowner to release the Deposit, then Escrow Agent must give both Local Sponsor and ODA prior written notice of not fewer than thirty (30) days before releasing the Deposit. If Escrow Agent has not received notice of objection to release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and the Escrow Agent shall provide further written notice to the Local Sponsor and ODA of the release. If an objection is received within the thirty (30) day period, Escrow Agent shall continue to hold the Deposit until otherwise directed by the Local Sponsor and ODA pursuant to paragraph 2.4 above.
- 2.6 The closing shall occur within ninety (90) days after receipt of the Deposit by the Escrow Agent.
- 2.7 Local Sponsor may, from time to time as it deems appropriate, communicate specific instructions and requests to the Escrow Agent concerning the performance of the work described in this Agreement. Upon such notice, the Escrow Agent shall comply with such instructions and fulfill such requests to the satisfaction of Local Sponsor. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this Agreement. The Escrow Agent shall retain responsibility for the management of the work, including the exclusive right to control or direct the manner or means by which the work described herein is performed. Local Sponsor retains the right

(continued)

to ensure that the work of the Escrow Agent is in conformity with the terms and conditions of the Agreement.

### III. TIME OF PERFORMANCE

- 3.1 The services described in the Scope of Work above ("Services") shall be commenced on <<Begin Date>>> and concluded on <<End Date>>>.
  - a. This Agreement shall remain in effect until the work described is completed to the satisfaction of the Local Sponsor and until Escrow Agent is paid in accordance with Article IV, Compensation, or until terminated as provided in Article VI, Termination of Escrow Agent's Services, whichever is sooner.
  - b. As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire no later than June 30, 20\_\_\_.
  - c. It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to the terms of Ohio Revised Code ("ORC") § 3517.13, ORC § 127.16, or ORC § 102.

### **IV. COMPENSATION**

- 4.1 The Local Sponsor shall pay Escrow Agent for services rendered no more than and 00/100 Dollars (\$\_\_\_\_\_\_). Escrow Agent shall be paid at the closing out of the proceeds paid by the Local Sponsor to the grantor of the agricultural easement. In the event that the closing does not take place after the Escrow Agent has completed the services, the Local Sponsor shall pay the Escrow Agent directly.
- 4.2 Escrow Agent shall not be reimbursed for travel, lodging or any other expenses incurred in the performance of this Agreement.
- 4.3 Escrow Agent shall submit an invoice for the services performed at least thirty (30) days prior to closing consistent with this Article IV, Compensation. The invoice shall contain a description of the services performed and the sum due at that time pursuant to this Agreement.

### V. CERTIFICATION OF FUNDS

5.1 It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all applicable statutory provisions of the ORC, including but not limited to § 126.07, have been complied with, and until such time as all necessary funds are available, encumbered and forthcoming from the appropriate state agencies or responsible third party entities, and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio.

(continued)

### VI. TERMINATION OF ESCROW AGENT'S SERVICES

- 6.1 The Local Sponsor may, at any time prior to the completion of services by the Escrow Agent under this Agreement, terminate this Agreement with or without cause by giving written notice to the Escrow Agent.
- 6.2 Upon notice of termination, Escrow Agent shall cease all work on the terminated activities under this Agreement, terminate all subcontracts relating to the terminated activities, take all necessary steps to limit disbursements and minimize costs, and if requested by the Local Sponsor, furnish a report, as of the date of receipt of notice of termination, describing the status of all work under this Agreement, including, without limitation, results, conclusions resulting therefrom, and any other matters the Local Sponsor requires.
- 6.3 Escrow Agent shall be paid for services rendered up to the date the Escrow Agent received notice of termination, less any payments previously made, provided Escrow Agent has supported such payments with detailed factual data containing services performed and hours worked. In the event of termination, any payments made by the Local Sponsor for which Escrow Agent has not rendered services shall be refunded.
- 6.4 In the event this Agreement is terminated prior to its completion, Escrow Agent, upon payment as specified, shall deliver to Local Sponsor all work products and documents which have been prepared by Escrow Agent in the course of providing services under this Agreement. All such materials shall become and remain the property of the Local Sponsor, to be used in such manner and for such purpose as the Local Sponsor may choose.
- 6.5 Escrow Agent agrees to waive any right to, and shall make no claim for, additional compensation against the Local Sponsor by reason of such termination.

### VII. RELATIONSHIP OF PARTIES

- 7.1 The Local Sponsor and Escrow Agent agree that Escrow Agent shall be engaged by the Local Sponsor solely on an independent Escrow Agent basis, and Escrow Agent shall therefore be responsible for all of its own business expenses, including, but not limited to, computers, phone service and office space. Escrow Agent will also be responsible for all licenses, permits, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.
- 7.2 While Escrow Agent shall be required to render services described hereunder for the Local Sponsor during the term of this Agreement, nothing herein shall be construed to imply, by reason of Escrow Agent's engagement hereunder as an independent Escrow Agent, that the Local Sponsor shall have or may exercise any right of control over Escrow Agent with regard to the manner or method of Escrow Agent's performance of services hereunder.
- 7.3 Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.

(continued)

7.4 It is fully understood and agreed that the Escrow Agent is an independent contractor and is not an agent, servant or employee of the Local Sponsor or the State of Ohio.

### VIII. RELATED AGREEMENTS

- 8.1 The work contemplated in this Agreement is to be performed by Escrow Agent, who may subcontract without the Local Sponsor's approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the type of work or services described in the Scope of Work but which are required for its satisfactory completion. Escrow Agent shall not enter into other subcontracts related to the work described in this Agreement without prior written approval by the Local Sponsor. All work subcontracted shall be at Escrow Agent's expense.
- 8.2 Escrow Agent shall bind its subcontractors to the terms of this Agreement, so far as applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind the Local Sponsor to terms inconsistent with, or at variance from, this Agreement.
- 8.3 Escrow Agent warrants that it has not entered into, nor shall it enter into, other agreements, without prior written approval of the Local Sponsor, to perform substantially identical work such that the product contemplated hereunder duplicates the work called for by the other agreements.
- 8.4 Escrow Agent shall furnish to the Local Sponsor a list of all subcontractors, their addresses, tax identification numbers, and the dollar amount of each subcontract.

### IX. CONFLICTS OF INTEREST AND ETHICS COMPLIANCE

- 9.1 No personnel of Escrow Agent or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is in compatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.
- 9.2 Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the Local Sponsor in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless the Local Sponsor shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

(continued)

### X. RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

- 10.1 The Local Sponsor shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by Escrow Agent pursuant to this Agreement. No such documents or other materials produced (in whole or in part) with funds provided to Escrow Agent by the Local Sponsor shall be subject to copyright by Escrow Agent in the United States or any other country.
- 10.2 Escrow Agent agrees that all deliverables or original works created under this Agreement shall be made freely available to the general public to the extent permitted or required by law until and unless specified otherwise by the Local Sponsor. Any requests received by Escrow Agent should be referred to the Local Sponsor.

### XI. CONFIDENTIALITY

- 11.1 Escrow Agent shall not discuss or disclose any information or material obtained pursuant to its obligations under this Agreement without the prior written consent of the Local Sponsor.
- 11.2 All provisions of this Agreement relating to "confidentiality" shall remain binding upon Escrow Agent in the event of cancellation.

### XII. LIABILITY

- 12.1 The Escrow Agent and Landowner each agree to indemnify and to hold ODA, the State of Ohio, and Local Sponsor harmless and immune from any and all claims for injury or damages arising from this Agreement which are attributable to the respective actions or omissions of Escrow Agent or Landowner or those of its or their respective trustees, officers, employees, subcontractors, suppliers, third parties utilized by the Escrow Agent and Landowner, or joint venturers while acting under this Agreement. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks.
- 12.2 The Escrow Agent and Landowner shall bear all costs associated with defending the Local Sponsor and the State of Ohio against any claims for their own respective acts or omissions.
- 12.3 In no event shall any party of this Agreement be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

(continued)

### XIII. REPORTS, NOTICES

- 13.1 All reports, notices, copies, requests, consents, approvals and other communication required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been properly given if hand delivered or sent by U.S. registered or certified mail, postage prepaid:
  - a. with respect to ODA:

Ohio Department of Agriculture Office of Farmland Preservation 8995 E. Main Street Reynoldsburg, Ohio 43068-3342 Attn: Office of Farmland Preservation Telephone: 614-728-6210

b. with respect to Local Sponsor:

Insert Local Sponsor/Agency Name Insert Local Sponsor/Agency Contact Insert Local Sponsor/Agency Address Insert Local Sponsor/Agency Phone Numbers

c. with respect to Landowner:

Insert Landowner's Name Insert Signee's Address Insert Signee's Phone

d. with respect to Escrow Agent:

Insert Title Agent/Agency Name Insert Title Agent/Agency Contact Insert Title Agent/Agency Address Insert Title Agent/Agency Phone Numbers

### XIV. MISCELLANEOUS

- 14.1 <u>Counterparts</u> This Agreement may be executed in any number of counterparts, each of which is to be deemed an original, and all of such counterparts together shall constitute one and the same instrument.
- 14.2 <u>Entire Agreement/Waiver</u> This Agreement contains the entire agreement between the parties hereto regarding escrow activities and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes all prior and contemporaneous letters, correspondences, discussions and agreements among the parties with respect to all matters contained herein. A waiver by any party of any breach or default by another party under this Agreement shall not constitute a continuing waiver by such party of any subsequent

(continued)

act in breach of or in default hereunder.

- 14.3 <u>Governing Law</u> This Agreement and the rights of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Ohio. The parties agree that only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performances thereunder.
- 14.4 <u>Successors and Assigns</u> This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties, provided, however, that Landowner shall have no right to assign any rights hereunder or with respect to the Purchase Price except as permitted with respect to assignment of Landowner's rights under the Purchase Agreement and/or Section 1031 exchange which must be completed prior to the closing date. Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part without the prior written consent of ODA.
- 14.5 <u>Record Keeping</u> During the performance of the services required by this Agreement and for a period of three years after its completion, Escrow Agent shall maintain auditable records of all charges pertaining to this Agreement and shall make such records available to the parties as the parties may reasonably require.
- 14.6 Nondiscrimination Pursuant to ORC §125.111, Escrow Agent agrees that Escrow Agent, any subcontractor, and any person acting on behalf of Escrow Agent or subcontractor, will not discriminate, by reason of race, color, religion, sex, age, disability as defined in ORC § 4112.01, national origin, sexual orientation, military status, or ancestry against any citizen of this state in the hiring of any person qualified and available to perform the work under this Agreement. Escrow Agent further agrees that Escrow Agent, any subcontractor, and any person acting on behalf of Escrow Agent or subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in ORC § 4112.01, national origin, sexual orientation, military status, or ancestry.
- 14.7 <u>Compliance with Laws</u> Escrow Agent, in the execution of its duties and obligations under this Agreement, agrees to comply with all applicable federal, state, and local laws, rules, regulations and ordinances. Escrow Agent affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the contract period Escrow Agent, for any reason, becomes disqualified from conducting business in the State of Ohio, Escrow Agent will immediately notify the Local Sponsor in writing and will immediately cease performance of contract activities.
- 14.8 Drug Free Workplace Escrow Agent agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that any of its employees or permitted subcontractors engaged in the work being performed hereunder do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- 14.9 <u>Findings for Recovery</u> Escrow Agent warrants that it is not subject to an "unresolved" finding for recovery under ORC § 9.24. If this warranty is deemed to be false, this Agreement is void ab initio and the Escrow Agent must immediately repay to the Landowner any funds paid under this Agreement.

(continued)

- 14.10 <u>Headings</u> The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
- 14.11 <u>Severability</u> The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless, be binding and enforceable.
- 14.12 <u>Debarment</u> Escrow Agent represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC § 153.02 or ORC § 125.25. If this representation and warranty is found to be false, this Agreement is void ab initio and Escrow Agent shall immediately repay to ODA any funds paid under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by and through their duly authorized agents as of the Effective Date.

LANDOWNER

LOCAL SPONSOR

Insert Signature Info

Date:

Insert Signee's Address

Insert Signature Info Insert Signee's Address **Date:** 

LANDOWNER

\_\_\_\_\_

Insert Signature Info Insert Signee's Address **Date:** 

ESCROW AGENT

Insert Title Agent/Agency Name Insert Title Agent/Agency Contact Insert Title Agent/Agency Address **Date:** 

(Escrow Agreement Template Date: 05/09/2017)

### EXHIBIT I TITLE REVIEW CHECKLIST

(Template for Local Sponsor)

### Local Agricultural Easement Purchase Program (LAEPP) <u>Title Review Checklist</u>

Below is a list of documents commonly requested by the Ohio Department of Agriculture (ODA) for the review of title on a proposed agricultural easement property. While not an all-inclusive list, we strongly encourage Local Sponsors (LS) to share this checklist with their title agents to help communicate ODA's requirements.

<ol> <li>Provision of 90-year chain of title* – provide source documents for deeds showing chain for 90 years.         <ul> <li>a. Deeds must be provided which demonstrate conveyance of each tract and/or parcel of land.</li> <li>b. Deeds should clearly show the recording information or title agent should provide if reference is obscured or illegible.</li> </ul> </li> <li>If the owner of the land is a corporation, limited liability company, or partnership**:         <ul> <li>a. Provide Articles of Incorporation or Organization, as applicable.</li> <li>b. By-laws or Code of Regulations, as applicable.</li> <li>c. Provide Corporate Resolution or Minutes of Meeting approving sale of easement to ODA.</li> <li>d. Unless all members of the organization will be signing the Deed of</li> </ul> </li> </ol>	to LS N/A	ODA
<ol> <li>If the owner of the land is a corporation, limited liability company, or partnership**:         <ul> <li>a. Provide Articles of Incorporation or Organization, as applicable.</li> <li>b. By-laws or Code of Regulations, as applicable.</li> <li>c. Provide Corporate Resolution or Minutes of Meeting approving sale of easement to ODA.</li> <li>d. Unless all members of the organization will be signing the Deed of</li> </ul> </li> </ol>	N/A	
Agricultural Easement, an additional Resolution is required authorizing a member to sign on behalf of the corporation, company, or partnership.		
<ol> <li>Provide a source document for each exception shown on the title commitment, and please ensure that <u>all documents are legible.</u></li> <li>a. Assignments of leases should be provided.</li> <li>b. Exception documents should clearly show the recording information or title agent should provide if reference is obscured or illegible.</li> </ol>		
4. Ohio Department of Agriculture listed as the only insured on the title commitment (also applies to Closing Protection Coverage).		
5. If the owner of the land is a trust, provide a Memorandum of Trust in accordance with ORC 5301.255.	N/A	
<ol> <li>Provide a legal description in the title commitment which matches the last deed that is in the chain of title; if parts of the legal description have been omitted, a corrective deed or survey should be requested. *</li> </ol>		
<ol> <li>Provide county auditor tax card indicating payment of taxes up to current date.</li> </ol>		
<ol> <li>If mortgages are on the property, subordination of mortgages will be requested.</li> <li>bocal Sponsors should refer to the Scope of Work in the ODA-Local Sponsor Code</li> </ol>	N/A	mont

### EXHIBIT I TITLE REVIEW CHECKLIST

(continued)

\*Chain of Title Definition for Source Documents

- All Deeds related to the Property for the last 90 years.

- All liens, easements, mortgages, and other encumbrances in the last 90 years (including assignments of same).

- All oil and gas leases associated with the Property in the last 90 years.
- All outsales/conveyances that have occurred after the recording of the source deed for the property.
- All instruments marginally notated.

\*\*Corporate/Trust documentation is not always available through public records (or title agent). Local Sponsors should contact landowner directly for these documents and provide to ODA. 12/5/2017

Cooperative Agreement (Entire Agreement Template): 01/29/2019

Prosecutor's Approval Page

Resolution No.

Approval to enter into the 2024 Cooperative Agreement for funding to acquire Agricultural Easements through the Clean Ohio Local Agricultural Easement Purchase Program for Fairfield County, Ohio

(Fairfield County Soil and Water Conservation District)

Approved as to form on 5/14/2025 2:31:07 PM by Amy Brown-Thompson,

(Anny Brown Thompson

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

### Signature Page

Resolution No. 2025-05.20.hh

Approval to enter into the 2024 Cooperative Agreement for funding to acquire Agricultural Easements through the Clean Ohio Local Agricultural Easement Purchase Program for Fairfield County, Ohio

(Fairfield County Soil and Water Conservation District)

Upon the motion of Commissioner David L. Levacy, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

Jeffrey M. Fix, President Steven A. Davis, Vice President David L. Levacy Absent Aye Aye

Board of County Commissioners Fairfield County, Ohio

### 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.

this him

Bennett Niceswanger Board of County Commissioners Fairfield County, Ohio

2025-05.20.ii

## 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 May 22, 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

	FUND: 3896 - HANGAR 2023 CAPITAL PROJ FND 5427905 5/22/2025 14329 SETTERLIN BUILDING COMPANY	Check         Check         Check         1200 - COMMISSIONERS ADMIN         FUND: 1001 - GENERAL FUND         1590501       5/22/2025       80132       AUNDREA N CORDLE         1590501       5/22/2025       80132       AUNDREA N CORDLE         1590502       5/22/2025       82133       JEFF PORTER	FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT
	σ	Invoice # 5/2025 5/9/25 5/2025	
	4/1/2025	Invoice Date 5/1/2025 5/9/2025 5/1/2025	
	24005004 C0520	PO # Warrant 341 C0520 340 C0520 417 C0520	
TOTAL: COMMISSIONERS ADMIN	2024 Hangar Project 4/2025	It Line Item Description MONTHLY CELL PHONE STIPEND 5/2025 SHRM MEMBERSHIP RENEWAL REIMB MONTHLY CELL PHONE STIPEND 5/2025	
405,285.80	404,866.80	Amount 60.00 299.00 60.00	

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		5427904 5/22/2025 1029 GARLAND COMPANY INC	FUND: 3910 - BUILDING ON SHERIDAN	1270 - COMM-MAINTENANCE	Check # Date Vend # Vendor Name	Department
		427852415411			Invoice #	
		4/30/2025			Invoice Date	
		25003039 C0520			PO # Warrant	
Summary Total for this report:	TOTAL: COMM-MAINTENANCE	1550 Sheridan Roof with warranty 4/2025			Line Item Description	×
506,699.29	101,413.49	101,413.49			Amount	

# FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT - SUMMARY

34	Summary Total For This Report:	1270 - COMM-MAINTENANCE	1200 - COMMISSIONERS ADMIN	Department	
	\$506,699.29	\$101,413.49	\$405,285.80	Total Amount	

Commissioner leffery M Fix Commissioner Steven A. Davis Commissioner David Levacy NS 6

Date 2005

8

Signature Page

Resolution No. 2025-05.20.ii

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

(Fairfield County Commissioners)

Upon the motion of Commissioner David L. Levacy, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

Jeffrey M. Fix, President Steven A. Davis, Vice President David L. Levacy Absent Aye Aye

Board of County Commissioners Fairfield County, Ohio

### 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.

hohi

Bennett Niceswanger Board of County Commissioners Fairfield County, Ohio