

Regular Meeting #27 - 2025
Fairfield County Commissioners' Office
July 15, 2025

Review Meeting

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room, 210 E. Main St., Lancaster OH. Commissioner Davis 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; Clerk to the Board of Commissioners, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; IT Director, Dan Neeley; EMA & Facilities Director, Jon Kochis; Treasurer, Jim Bahnsen; Sheriff, Alex Lape; Auditor, Dr. Carri Brown; Deputy Sheriff, Kevin Romine; Social Service Supervisor, Elyssa Wanosik; JFS Deputy Director, Heather O'Keefe; Utilities Deputy Director, Josh Anders; Assistant Prosecuting Attorney, Amy Brown-Thompson; JFS Director, Corey Clark; Recorder, Lisa McKenzie; FCFC Manager, Tiffany Wilson; Soil and Water Manager, Nikki Drake; Engineer, Jeremiah Upp; Economic Development Specialist, Anthony Iachini; Planner, Josh Hillberry. Also in attendance: Katie White, Grant Ames, Scott Barr, Debora Gatton, Teri Hunt, Sherry Pymmer, Lisa Thomas, Ray Stemen, Francis Martin, Barb Martin, Jo Price, George Bennett, Betty Bennett, Jerry Starner, Allison Barrick, Eric Boyer, Carolyn Ruble, Roger Ruble, Josh Berry, and Selina McCord.

Virtual Attendees: Lori Hawk, Michael Kaper, Tony Howard, Alisha Hoffman, Lori Lovas, Shelby Hunt, Tyler, Jessica Murphy, Beth Cottrell, Greg Forquer, Deborah, Abby King, Jeff Barron, Ashley Arter, Vince Carpico, Jason Grubb, Andy Robberts, Daniel, Tony Vogel, Steven Darnell, Rick Szabrak, Amberly Hannum, Sam, and Deborah.

Welcome

Commissioner Davis opened the meeting by welcoming everyone in attendance.

Facilities, Mid-Year Update

Mr. Kochis provided an update on capital projects and projects under the County's Facilities Department. He added that it has been an exciting year for the department. The exterior of the Sheridan Center looks great, and the color is being updated. Mr. Kochis provided a PowerPoint which is available in the minutes with pictures and additional information.

Commissioner Davis asked if there were foreseeable obstacles which may prevent the Sheridan Center from being completed before the State of the County Address.

Mr. Kochis replied that the only potential hold-up would be the fire suppression system. He moved on to speak about the improvements to the Workforce Center, which have included painting the building to match branding, renovating the multipurpose room where meetings are held, and upgrades to classroom labs. The new airport hangars are being wrapped in metal siding and getting new insulation to decrease heating and cooling costs and to meet code requirements. The jail security fence project has concluded and now requires badge access to enter the lot. The JFS building has a new roof and upgrades to the HVAC system. The Engineer's salt barn is expected to be full by winter. The facilities team is also working on grant funded LED upgrades. Capital projects in 2026 will include the annual parking lots upkeep and HVAC at 239 W. Main St. and the Sheridan Center.

Regular Meeting #27 - 2025
Fairfield County Commissioners' Office
July 15, 2025

Public Comments

Ray Stemen of Lancaster spoke about changes in county buildings since he moved to the area in 1970. He also spoke about county finances and prayed for wisdom for those making financial decisions.

Allison Barrick of Walnut Township expressed her gratitude for Commissioner Davis' comments during the previous Commissioners' meeting. She requested a letter from the Commissioners opposing the Eastern Cottontail solar project and stated her belief that the viability of the project is questionable.

Sherry Pymer of Walnut Township provided a hand-out which compared the Carnation solar project to the Eastern Cottontail solar project. There is a second phase to the project that would add 800 acres to the project and encompass more acreage than the Carnation project. She also provided other statistics on the number of impacted homes and megawatts generated.

Josh Berry of Pleasantville agreed with many of Commissioner Davis' prior meeting remarks. He expressed concerns about the impact of the project on his farm and asked the Commissioners to reconsider writing a letter of opposition against the Eastern Cottontail solar project.

Barb Martin of Walnut Township touched on Senate Bill 2 and House Bill 15, stating that these bills preserve the land and prevent solar projects on land that is designated for food production. She thinks there are more suitable areas to construct industrial solar.

Betty Bennett of Pleasantville urged the Commissioners to write a letter to the OPSB opposing the Eastern Cottontail solar project. She agrees with homeowner rights but believes non-participating property owners should not be impacted.

Selina McCord of Millersport requested a letter of opposition against the Eastern Cottontail solar project, adding that there would be negative impacts to her property. She also believes that the solar panels would absorb heat from the sun, killing off surrounding vegetation.

Lisa Thomas of Pleasantville unknowingly purchased a house that could be surrounded by the proposed project. She applauded the Commissioners for protecting the residents in Amanda and asked the Commissioners to write a letter of opposition to the Eastern Cottontail solar project.

Legal Update

None.

County Administration Update

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

Regular Meeting #27 - 2025
Fairfield County Commissioners' Office
July 15, 2025

Week in Review

Central Ohio Area Agency on Aging

We are joined by Katie White and Grant Ames from the Central Ohio Area Agency on Aging. There are two resolutions before the Commission today regarding joining a Regional Council of Governments (R-COG) for the operation of the Central Ohio Area Agency on Aging. One resolution will formally approve joining the R-COG and accepting the bylaws and the second one will appoint Aundrea Cordle as the representative to the council as well as appointing 3 board members to the board. Those appointees are Anna Tobin, Corey Clark, and Elyssa Wanosik.

Elected Official and Department Head Roundtable Taking Place Today

We are holding an Elected Official and Department Head roundtable at the Fairfield Center this afternoon.

Protecting the CDBG

The CCAO is taking part in the State Coalition to protect the Community Development Block Grant Program (CDBG). The House Appropriations Committee reviewed HUD's Fiscal Year 2026 budget yesterday, and a proposal that eliminates the CDBG program. Cutting this program would have devastating impacts on Ohio Communities. CCAO will continue to provide updates with actions taken by the House Appropriations Committee once that information is available.

Highlights of Resolutions

Administrative Approvals

The review packet contains a list of administrative approvals.

Resolution Review

There are 30 resolutions on the agenda for the Regular voting meeting.

Resolutions of note:

- The first two resolutions were regarding the presentation Corey Clark gave at the Commissioners' meeting on July 8th. The resolutions pertain to a regional council of governments (R-CoG) for the Central Ohio Area Agency on Aging (COAAA). The first resolution would join the regional CoG for COAAA, execute the agreement, and adopt the bylaws. The second resolution would appoint a Representative to the Council and three Directors to the Board of Directors for the COAAA regional CoG.

Katie White and Grant Aims of the COAAA spoke about their organization and what it does for the aging population. They offered their excitement for the new regional COAAA entity. COAAA coordinates home and community services for eligible adults. And their agency case manages approximately 12,000 individuals and provides funding services for approximately 25,000 individuals per year.

Regular Meeting #27 - 2025
Fairfield County Commissioners' Office
July 15, 2025

- Two resolutions to reappoint Ms. Alysha Blagg and Ms. Tracy Freeman to the ADAMH Board.
- Four resolutions from the Engineer's Office. Two resolutions to approve contracts for projects and two resolutions approving Notices to Commence the projects. The first resolution was for the resurfacing project with Kokosing Construction and the second was the micro surfacing contract with Pavement maintenance Systems, LLC.
- Three resolutions from JFS for network placements and related services.

Budget Review

None.

Calendar Review/Invitations Received

Informational Items

- Regulating Fill in the North Walnut Floodplain Conversation, July 16, 2025, 9:00 a.m., Administrative Courthouse, Commissioners' Hearing Room, 210 E. Main St., Lancaster
- Family Children First Council Full Council Meeting, July 17, 2025, 8:30 a.m., Fairfield County Agricultural Center, 831 College Ave., Lancaster
- Lancaster Fairfield Community Action Agency Board of Directors Meeting, July 17, 2025, 11:30 a.m., Recycling Center, 1761 E. Main St., Lancaster
- Sample Around the World, Hosted by Fairfield County Juvenile Court, August 21, 2025, 4:30 p.m.-6:30 p.m., 625 Garfield Ave., Lancaster
- Fairfield County Job & Family Services (JFS) 25 Year Anniversary, September 25, 2025, 3:30 p.m.-5:00 p.m., JFS, 239 W. Main St., Lancaster

Correspondence

- Type II Expedited Annexation, 163.609 +/- Acres from Greenfield Township to the City of Lancaster, Agents for the Petitioner – Jeffrey K. Vandervoort, Esq. and Craig Moncrief, Esq.
- Correspondence Regarding Large Scale Solar Facilities

Updates from Elected Officials and Department Heads

Sheriff Lape was appreciative of the new jail security fence and added that it provides staff with a secure area to prep operations.

Treasurer Bahnsen stated that the final due date for property tax payments would be Thursday, July 17, 2025.

Engineer Upp thanked the Commissioners for their support of the Transportation Improvement District.

Auditor Brown stated that the Auditor's website reflects changes to residential property values starting in 2026.

Regular Meeting #27 - 2025
Fairfield County Commissioners' Office
July 15, 2025

Old Business

Commissioner Levacy and the Fairfield County Veterans Hall of Fame are discussing ways to honor the first Congressional Medal of Honor recipient who was from Fairfield County.

New Business

None.

Regular (Voting) Meeting

The Commissioners continued to their voting portion of the meeting with the following Commissioners present: Steve Davis and David Levacy. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk to the Board of Commissioners, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; IT Director, Dan Neeley; EMA & Facilities Director, Jon Kochis; Treasurer, Jim Bahnsen; Sheriff, Alex Lape; Auditor, Dr. Carri Brown; Deputy Sheriff, Kevin Romine; Social Service Supervisor, Elyssa Wanosik; JFS Deputy Director, Heather O'Keefe; Utilities Deputy Director, Josh Anders; Assistant Prosecuting Attorney, Amy Brown-Thompson; JFS Director, Corey Clark; Recorder, Lisa McKenzie; FCFC Manager, Tiffany Wilson; Soil and Water Manager, Nikki Drake; Engineer, Jeremiah Upp; Economic Development Specialist, Anthony Iachini; Planner, Josh Hillberry. Also in attendance: Katie White, Grant Ames, Scott Barr, Debora Gatton, Teri Hunt, Sherry Pymer, Lisa Thomas, Ray Stemen, Francis Martin, Barb Martin, Jo Price, George Bennett, Betty Bennett, Jerry Starner, Allison Barrick, Eric Boyer, Carolyn Ruble, Roger Ruble, Josh Berry, and Selina McCord.

Virtual Attendees: Lori Hawk, Tony Howard, Alisha Hoffman, Lori Lovas, Shelby Hunt, Jessica Murphy, Beth Cottrell, Greg Forquer, Ashley Arter, Jason Grubb, Andy Robberts, Daniel, Steven Darnell, Amberly Hannum, Sam, and Deborah.

Announcements

Clerk Menningen stated the August 5th meeting would be in the evening at the Rushcreek Township Fire Department in Bremen.

Approval of Minutes for July 8, 2025

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

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 Commissioners

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

Regular Meeting #27 - 2025
Fairfield County Commissioners' Office
July 15, 2025

- 2025-07.15.a A Resolution Authorizing Fairfield County to Enter into the Regional Council of Governments for the Central Ohio Area Agency on Aging (COAAA), and Authorizing the Execution and Delivery of an Agreement Establishing the COAAA as a Regional Council of Governments and Approving the Bylaws of the Regional Council of Governments for the Central Ohio Area Agency on Aging
- 2025-07.15.b A Resolution Appointing a Fairfield County Member Representative to the Council, and Directors to the Board of Directors, to the Regional Council of Governments for the Central Ohio Area Agency on Aging
- 2025-07.15.c A Resolution to Reappoint Ms. Alysha Blagg to the Fairfield County ADAMH Board
- 2025-07.15.d A Resolution to Approve the Reappointment of Ms. Tracy Freeman to the ADAMH Board
- 2025-07.15.e A resolution approving an account to account transfer in a major object expense category for Human Resources, General Fund# 1001.

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 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:

- 2025-07.15.f A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Auditor/Real Estate Assessment; Fund # 2022 REA

Auditor Brown stated that the resolution allows for the integration of DocLink.

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

Approval of Resolutions from the Fairfield County Auditor – Payroll

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 Auditor – Payroll:

- 2025-07.15.g A resolution authorizing a memo expense memo receipt for the General Fund 2% administration fee for managing the county self-insurance program, Fund# 5376 to GENERAL #1001 - Fairfield County Auditor

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

**Regular Meeting #27 - 2025
Fairfield County Commissioners' Office
July 15, 2025**

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:

2025-07.15.h A resolution to approve a memo exp./ memo receipt for the cost of transportation for individuals paid to Fairfield County 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 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:

2025-07.15.i A resolution to appropriate from unappropriated in a major expenditure object category EMA Fund 2707/8323 EMPG Grant FY23 and 2090 EMA Fund

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:

2025-07.15.j A Resolution to Approve the Contract with Kokosing Construction Company, Inc. for the 2025 Resurfacing Project.

2025-07.15.k A Resolution to Approve the Notice to Commence for the 2025 Resurfacing Project.

2025-07.15.l A Resolution to Approve the Contract with Pavement Maintenance Systems LLC for the 2025 Microsurfacing Project.

2025-07.15.m A Resolution to Approve the Notice to Commence for the 2025 Microsurfacing Project.

Commissioner Davis asked if the microsurfacing project was for only one project area.

Engineer Upp stated that his office packages all the roads under one microsurfacing project.

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

**Regular Meeting #27 - 2025
Fairfield County Commissioners' Office
July 15, 2025**

Approval of Resolutions from Fairfield County Job & 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 & Family Services:

- | | |
|--------------|--|
| 2025-07.15.n | A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Reflections Group Home LLC. and Child Protective Services Department. |
| 2025-07.15.o | 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. |
| 2025-07.15.p | 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 |
| 2025-07.15.q | A resolution to approve a memo exp./ memo receipt for the costs of Bus Passes paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2072 Public Children's Services |
| 2025-07.15.r | A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Anchored Immense Movement (AIM) and Child Protective Services Department |
| 2025-07.15.s | A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Angels Guarding Youth Services, Inc. |

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

Approval of Resolutions from the Fairfield County Juvenile & Probate Court

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 Juvenile & Probate Court:

- | | |
|--------------|---|
| 2025-07.15.t | A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Juvenile Court; #2630 Special Projects |
| 2025-07.15.u | A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Juvenile Court; Fund #2036 DYS - Reclaim |
| 2025-07.15.v | A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category –Fund #2036 Ohio RECLAIM – DYS |

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

Approval of Resolutions 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 resolutions from the Fairfield County Sheriff:

Regular Meeting #27 - 2025
Fairfield County Commissioners' Office
July 15, 2025

- | | |
|--------------|---|
| 2025-07.15.w | A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff's Office; 2909, Marine Patrol |
| 2025-07.15.x | A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff's Office; 2883, Law Enforcement Cyber Security |
| 2025-07.15.y | A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff; 2442, Commissary |
| 2025-07.15.z | A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff; 2442, Commissary |

Commissioner Davis asked if the jail security fence was operational.

Sheriff Lape replied that the fence had been operational for two weeks and now requires badge access.

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:

- | | |
|---------------|--|
| 2025-07.15.aa | A resolution to authorize the Fairfield County Commissioners to sign the South Central Ohio Major Crimes Unit Subgrant Award Agreement for the Violent Crimes Reduction Project II Grant Award |
| 2025-07.15.bb | A resolution to authorize the Fairfield County Commissioners to sign the South Central Ohio Major Crimes Unit Subgrant Award Agreement for the Edward Byrne Memorial Justice Assistance Grant Program (JAG) 2024 |

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

Approval of a Resolution from Fairfield County Transit

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 Transit:

- | | |
|---------------|--|
| 2025-07.15.cc | A Resolution Authorizing the Approval of a Service Agreement by/between Fairfield County Transit and Teenworks |
|---------------|--|

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

**Regular Meeting #27 - 2025
Fairfield County Commissioners' Office
July 15, 2025**

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:

2025-07.15.dd 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

Adjournment

With no further business, on the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to adjourn at 10:02 p.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, July 22, 2025, Commissioners' Hearing Room, 210 E. Main St., Lancaster, OH.

Motion by: David Levacy

Seconded by: Steve Davis

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

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

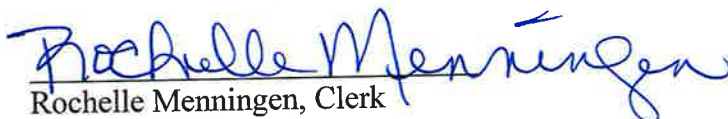
NAYS: None

*Approved on July 22, 2025


Jeff Fix
Commissioner


Steve Davis
Commissioner


David Levacy
Commissioner


Rochelle Menningen, Clerk



REVIEW AGENDA

BOARD OF COMMISSIONERS

Commissioners:

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

County Administrator

Aundrea N. Cordle

Deputy County Administrator

Jeffrey D. Porter

Clerk

Rochelle Menningen

Tuesday, July 15, 2025

9:00 a.m.

1. Review

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

2. Welcome**3. Facilities Mid-Year Update**

EMA and Facilities Director, Jon Kochis

4. Public Comments

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

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

- a. Week in Review
- b. Highlights of Resolutions
- c. Budget Review
- d. Calendar Review/ Invitations Received
 - i. Regulating Fill in the North Walnut Floodplain Conversation, July 16, 2025, 9:00 a.m., Administrative Courthouse, Commissioners' Hearing Room, 210 E. Main St., Lancaster
 - ii. Family Children First Council Full Council Meeting, July 17, 2025, 8:30 a.m., Fairfield County Agricultural Center, 831 College Ave., Lancaster
 - iii. Lancaster Fairfield Community Action Agency Board of Directors Meeting, July 17, 2025, 11:30 a.m., Recycling Center, 1761 E. Main St., Lancaster
 - iv. Sample Around the World, Hosted by Fairfield County Juvenile Court, August 21, 2025, 4:30 p.m.-6:30 p.m., 625 Garfield Ave., Lancaster
 - v. Fairfield County Job & Family Services (JFS) 25 Year Anniversary, September 25, 2025, 3:30 p.m.-5:00 p.m., JFS, 239 W. Main St., Lancaster

S E R V E • C O N N E C T • P R O T E C T



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

e. Correspondence

- i. Type II Expedited Annexation, 163.609 +/- Acres from Greenfield Township to the City of Lancaster, Agents for the Petitioner – Jeffrey K. Vandervoort, Esq. and Craig Moncrief, Esq.
- ii. Correspondence Regarding Large Scale Solar Facilities

7. Updates from Elected Officials and Department Heads

8. Old Business

9. New Business

10. Regular (Voting) Meeting

11. Adjourn

12. Roundtable for Elected Officials and Department Heads, The Fairfield Center, 12935 Stonecreek Dr., Pickerington, 1:00 p.m. – 4:00 p.m.

SERVE • CONNECT • PROTECT

Quarters Total 2021, Total 2022, Total 2023, Total 2024, Quarter 1, 2, 2025 – American Rescue Plan Fiscal Recovery Funds, as of 7.9.2025.

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

\$30,606,902.00 has been appropriated, \$28,342,477.78 expended, \$2,130,830.72 encumbered or obligated.

Project/Category		As of 6/30/25 Appropriations	As of 6/30/25 Expenditure	As of 6/30/25 Obligation
Public Health				
R15a	Public Health, PPE	199.90	199.90	0.00
R16a	Public Health, Medical Expenses	206,838.33	206,838.33	0.00
R16b	Public Health, COVID Medial Costs County Benefits Program	399,949.66	399,949.66	0.00
R17a	Public Health, Vaccination Clinic and Related Expenses	66,362.57	66,362.57	0.00
R17b	Public Health, Capital Investments and Public Facilities of the County	3,426,059.58	3,424,899.58	1,160.00
R17c	Public Health, Capital Investment for Air Quality Improvements	56,674.00	56,674.00	0.00
R17d	Public Health, Capital Investment for Health Equipment, Mobile Morgue	49,498.87	49,498.87	0.00
R17e	Public Health, Capital Investment for Sheriff Cruiser to Respond to Increased Violence	54,250.98	54,250.98	0.00
R18a	Professional Communications on Behalf of the Board of Health	34,577.94	34,577.94	0.00
R18b	Public Health, Creation of a Community Health Assessment (CHA)	48,943.10	48,943.10	0.00
R19a	Public Safety Payroll Support	1,545,884.42	1,545,884.42	0.00
R19b	Public Health Payroll Support	185,406.39	185,406.39	0.00
R19c	Other Public Sector Payroll Support	275,236.47	275,236.47	0.00
R110a	Mental and Behavioral Health	0.00	0.00	0.00
Subtotal Public Health		6,349,882.21	6,348,722.21	1,160.00
Negative Economic Impacts				
R210a	Emergency Assistance for Non-Profit Organizations, a Subgrant to the City of Lancaster	0.00	0.00	0.00
R210b	Emergency Assistance for Non-Profits, Subgrant The Lighthouse	120,000.00	120,000.00	0.00
R210c	Salvation Army	500,000.00	500,000.00	0.00
R210d	Habitat for Humanity	610,000.00	610,000.00	0.00

Quarters Total 2021, Total 2022, Total 2023, Total 2024, Quarter 1, 2, 2025 – American Rescue Plan Fiscal Recovery Funds, as of 7.9.2025.

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

\$30,606,902.00 has been appropriated, \$28,342,477.78 expended, \$2,130,830.72 encumbered or obligated.

Project/Category		As of 6/30/25 Appropriations	As of 6/30/25 Expenditure	As of 6/30/25 Obligation
R210e	ADAMH/LSS Housing Projects	3,000,000.00	1,216,149.23	1,783,850.77
R210f	Harcum House	100,000.00	100,000.00	0.00
R210g	Fairhope Hospice	100,000.00	100,000.00	0.00
R210h	Housing Project	700,000.00	700,000.00	0.00
R210i	Lancaster Festival	100,000.00	100,000.00	0.00
R211a	Subgrant for Tourism, Support for the Fairfield County Fair	499,996.00	499,996.00	0.00
R211b	Aid to Tourism, Travel, Hospitality	18,278.01	18,278.01	0.00
R29a	Emergency Assistance Business Planning	146,829.87	146,829.87	0.00
R213a	Support for Agriculture and the Growing Community	35,000.00	35,000.00	0.00
R213b	Technical Assistance for Townships & Others	399,354.84	399,354.84	0.00
R213c	Contracts for Services to Support Residents Suffering Effects of the Pandemic	96,700.00	96,700.00	0.00
Subtotal Negative Economic Impacts		6,426,158.72	4,642,307.95	1,783,850.77
R310a	Housing Support, Affordable Housing Strategic Plan	39,554.00	39,554.00	0.00
Subtotal Services Disproportionately Impacted Communities		39,554.00	39,554.00	0.00
Premium Pay				
R41a	Premium Pay, Premium Pay for Emergency Management Agency Workers	27,907.72	27,907.72	0.00
Subtotal Premium Pay		27,907.72	27,907.72	0.00

Quarters Total 2021, Total 2022, Total 2023, Total 2024, Quarter 1, 2, 2025 – American Rescue Plan Fiscal Recovery Funds, as of 7.9.2025.

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

\$30,606,902.00 has been appropriated, \$28,342,477.78 expended, \$2,130,830.72 encumbered or obligated.

Project/Category		As of 6/30/25 Appropriations	As of 6/30/25 Expenditure	As of 6/30/25 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	2,610,401.78	151,434.07
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	6,966,328.98	205,271.71
Revenue Loss				
R61a	SaaS and Technological Equipment	369,959.32	369,959.32	0.00
R61b	Recorder Document Scanning	337,984.72	337,984.72	0.00
R61c	Clerk of Courts Case Management	375,000.00	375,000.00	0.00
R61d	MARCS Tower Project	566,210.00	566,210.00	0.00

Quarters Total 2021, Total 2022, Total 2023, Total 2024, Quarter 1, 2, 2025 – American Rescue Plan Fiscal Recovery Funds, as of 7.9.2025.

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

\$30,606,902.00 has been appropriated, \$28,342,477.78 expended, \$2,130,830.72 encumbered or obligated.

Project/Category		As of 6/30/25 Appropriations	As of 6/30/25 Expenditure	As of 6/30/25 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
R61l	Auditor Historical Records Scanning	0.00	0.00	0.00
R61m	Engineer's Radios	80,000.00	80,000.00	0.00
R61n	Auditor Printers	4,357.66	4,357.66	0.00
R61o	Auditor Copiers	11,983.30	11,983.30	0.00
R61p	Bremen ADA Ramps	26,954.00	26,954.00	0.00
R61q	Transportation School Education Vehicles	38,357.90	38,357.90	0.00
R61r	Safety and Security	454,622.00	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	60,735.41	802.09
R61u	Transportation	243,000.00	243,000.00	0.00
R61v	Transportation Rebranding	20,057.45	4,000.00	16,057.45
R517a	Beavers Field Utilities	36,606.46	36,606.46	0.00
Revenue Loss		10,000,000.00	9,859,451.76	140,548.24

Quarters Total 2021, Total 2022, Total 2023, Total 2024, Quarter 1, 2, 2025 – American Rescue Plan Fiscal Recovery Funds, as of 7.9.2025.

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

\$30,606,902.00 has been **appropriated, \$28,342,477.78** expended, **\$2,130,830.72** encumbered or obligated.

Project/Category		As of 6/30/25 Appropriations	As of 6/30/25 Expenditure	As of 6/30/25 Obligation
Administration				
R71a	Administrative Expenses	591,798.66	458,205.16	0.00
Subtotal Administration		591,798.66	458,205.16	0.00
Grand Total		\$30,606,902.00	\$28,342,477.78	\$2,130,830.72

ADMINISTRATIVE AUTHORITY ITEMS
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
JULY 07, 2025 TO July 13, 2025

Fairfield County Commissioners

- AA.07.08-2025.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.07.09-2025.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]
- AA.07.11-2025.c An Administrative Approval for a Proposal for Services for a Commercial Real Estate Broker Opinion of Value [Commissioners]

Fairfield County Engineer

- AA.07.08-2025.c An Administrative Approval is requested to execute an Agreement between Fairfield County and S&ME, Inc. [Engineer]

Fairfield County Family and Children First Council

- AA.07.08-2025.b Administrative approval regarding a memorandum of understanding between the Fairfield County Family and Children First Council and the Fairfield County ADAMH. [Family and Children First Council]

Fairfield County Human Resources

- AA.07.11-2025.a An administrative approval for payment of the 2024 Patient Centered Outcomes Research Institute fee for the Fairfield County Health Benefits Plan [Fairfield County Human Resources]

Fairfield County Information Technology

- AA.07.11-2025.b An Administrative Approval for entering into a confidentiality agreement between People Driven Technology, Inc. and the Fairfield County Board of Commissioners [Information Technology]

Fairfield County Transit

- AA.07.11-2025.d An Administrative Approval for an agreement between Fairfield County Transit (FCT) and the Fairfield County Agricultural Society [Transit]

Sample Around the World

Hosted by Fairfield County Juvenile Court thanks to support from Fairfield UP, Inc., and their community partners.

**August 21st, 2025 from 4:30 - 6:30pm @
- 625 Garfield Ave. Lancaster, OH 43130**

**Come join us in celebrating the
different cultures of the
community through food!**



food!





JFS is turning 25!

**Join current and former JFS staff as we celebrate 25 years in our community.
Light refreshments will be served.**

Thursday • September 25, 2025

3:30-5 p.m.

Fairfield County Job and Family Services

239 West Main Street • Lancaster, Ohio 43130

(No RSVP Required)



[Visit our Website](#)



Fairfield County Job and Family Services | 239 West Main St. | Lancaster, OH 43130 US

[Unsubscribe](#) | [Update Profile](#) | [Constant Contact Data Notice](#)



Try email & social marketing for free!

From: [Dave Ward](#)
To: [Contact Web](#)
Subject: [E] Solar Farm Inverters from multiple Chinese suppliers
Date: Tuesday, July 8, 2025 3:16:07 PM

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



Dear Commissioners and Aunie,

Here is just one article concerning the unlisted device found in US Solar Farm inverters. There are other news sources that have written about this as well. There has also been a couple Senators that have called for an investigation.

In essence, these devices are “kill switches” to shut down inverters remotely.

It’s concerning at the least.

Thanks,
Dave Ward

Madison Township Board of Trustees
Fairfield County
4627 Walters Road
Lancaster, Ohio 43130

July 7, 2025

Ohio Power Sitting Board
180 East Broad Street
Columbus, Ohio 43215

RE Case # 24-0881-EL-BGN

Dear Ohio Power Sitting Board,

We, the Board of Trustees of Madison Township, are requesting that the Ohio Power Sitting Board respect and honor the wishes of the residents of the township to deny the Carnation Solar Case # 24-0881-EL-BGN in Amanda Township, Fairfield County, Ohio.

It is our concern that not only do these types of projects take away prime farmland but also take away the generational aspires of our young farmers. These projects will have a negative impact on the wildlife and beauty of our properties, as well as many other reasons.

As the governing Board of Madison Township, we ask that you deny these types of projects including this Carnation Solar Project. Please consider our residents' views when making your decision. The residents in our sister townships have stated the same views; therefore, we ask that you deny this application for case # 24-0881-EL-BGN the Carnation Solar Project.

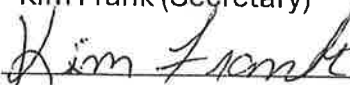
Sincerely,

Madison Township Board of Trustees

Chad Frank (President)



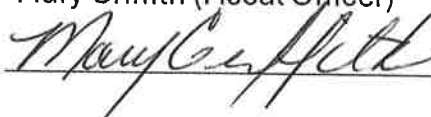
Kim Frank (Secretary)



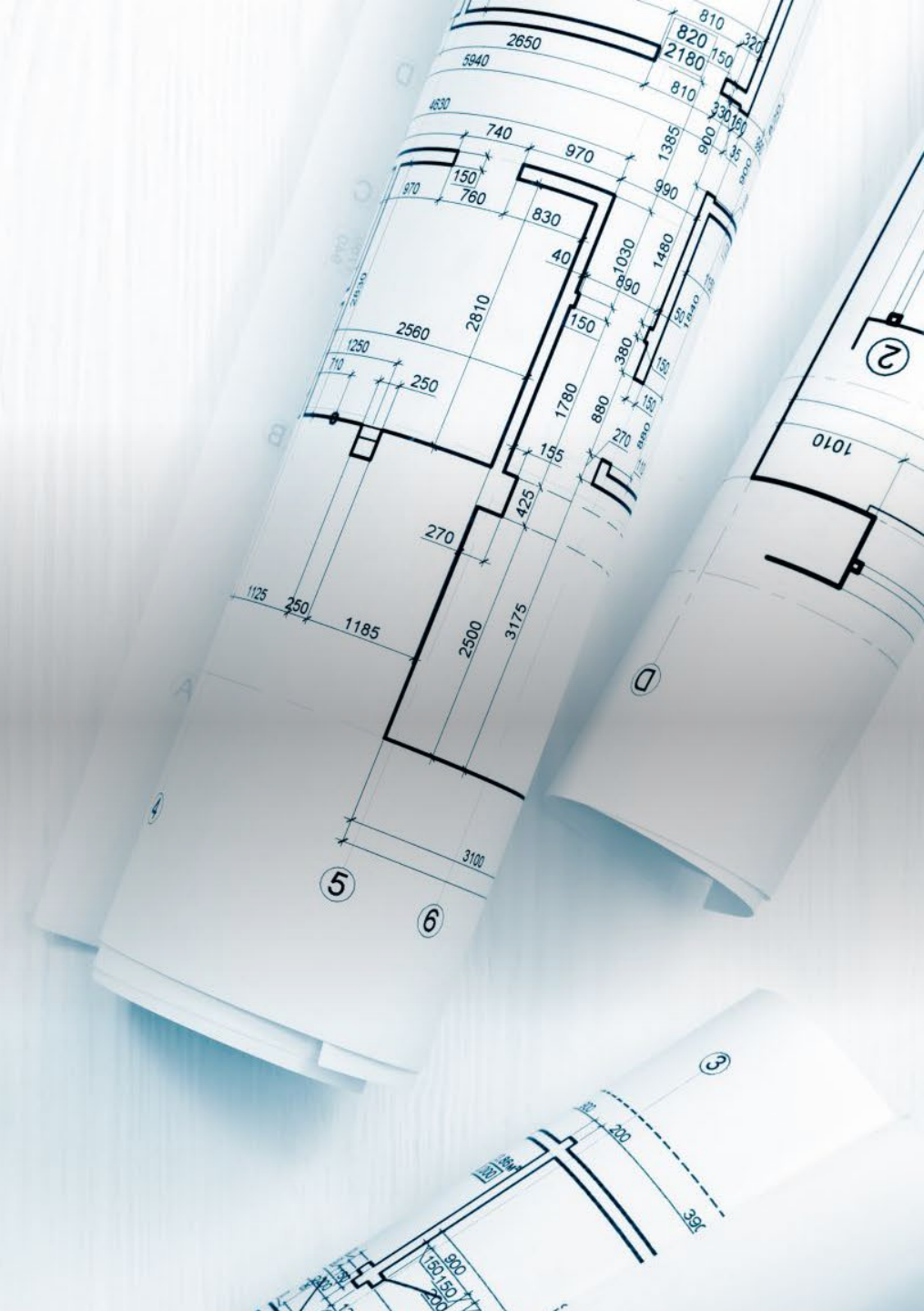
Barry Bowe (Vice President)



Mary Griffith (Fiscal Officer)



2025 Facilities Mid Year Review



Sheridan Center

- Interior drywall, electrical all on target
- Exterior paint happening now
- On target for State of the County opening
- Veterans Services coming soon





Workforce Economic Development and Medical Labs



- Conference Space
- Economic Development Offices
- Respiratory Therapy and Phlebotomy Lab
- Exterior and Main entrance



Airport Hangars

Metal exteriors nearly complete, moving inside. On target for opening in October



Jail Security

- Barrier Fence securing Wheeling lot
- 5 access-controlled gates
- Secure parking along Wheeling and Memorial



239 HVAC Phase 1

- New Rooftop Units and controls
- Now with roof top heat
- New Roof extending warranty to 2035





2025 Completed and Upcoming

- 239 Main LED
- 239 W. Main Restrooms
- Engineers Salt Barn



2026 Capital Projects

- Annual parking lot upkeep
 - 239 HVAC phase 2
 - Sheridan HVAC (HD area)
- 
- 



Overview

Central Ohio Area Agency on Aging
Regional Council

Background

- Established in 1974 by the Older Americans Act, COAAA is one of 622 Area Agencies on Aging in the US, and one of 12 in Ohio.
- COAAA services extend to 8 Central Ohio Counties, including Delaware, Fairfield, Fayette, Franklin, Licking, Madison, Pickaway, and Union.
- The mission of COAAA is to inform and support people as they navigate the experience of aging or disability.
- COAAA plans, funds, and delivers services that help older adults and individuals with disabilities remain safe and independent in their homes.

COAAA Services

- COAAA provides case management for a number of long-term care services that give older adults a choice and dignity to live independently in their own homes.
- Medicaid Waiver programs help provide long-term care services in the community to people who would otherwise be in an institution or nursing home.

COAAA programs include:

- PASSPORT
- Assisted Living Waiver
- MyCare Ohio
- Title III & Alzheimer's Respite
- Veterans Directed Care
- Care Transitions
- Long-term Care Consultation
- Franklin County Senior Options

Community Impact

- COAAA has over 400 employees, including 207 Licensed Social Workers and 43 Registered Nurses
- COAAA served 11,500 individuals in 2024
- COAAA case managers completed 46,881 home visits with older adults, people with disabilities, and caregivers in 2024
- COAAA engaged 10,268 individuals at community events in 2024
- COAAA assisted 37,280 callers with information and referral in 2024
- COAAA's screening department managed 23,060 referrals
- COAAA's assessment department completed 9,501 assessments in 2024
- COAAA distributed over \$130 million in provider services payments to 739 home and community-based service providers in 2024

Transition to Council of Governments

- COAAA has operated as a program embedded within the City of Columbus Recreation & Parks Department since its inception in 1974.
- COAAA is the only AAA in Ohio that doesn't operate as an independent regional organization.

Council of Governments allows for COAAA to:

- Formally engage regional stakeholders in COAAA services and operations
- Maintain Government Accountability, Transparency, and Trust
- Easily transfer the Ohio Department of Aging Planning & Service Area Designation
- Ensure COAAA staff maintain access to OPERS and 457(b) Deferred Compensation.



Benefits of Membership

Central Ohio Area Agency on Aging
Regional Council

Regional Collaboration and Planning

- Education and technical support in operating Medicaid Waiver and Title III Older Americans Act programs in each County
- Access to experts in home and community-based services, housing, nutrition, transportation, caregiving, and Medicare/Medicaid programs
- Access to demographic and planning data through the Central Ohio Regional Assessment on Aging
- Participation in innovative programs that promote healthy communities, such as the Age-Friendly Initiative

Grants and Funding Opportunities

- Opportunities to direct State and Federal resources for aging services
- Ongoing communication regarding available funding opportunities for local governments, such as the Healthy Aging Grants and Senior Community Services funding
- Coordination of regional grants focused on improving services for older adults and people with disabilities
- Technical assistance in applying for state and federal funding to support aging initiatives

Legislative Advocacy

- Direct connection to Ohio Departments of Aging and Medicaid
- Monthly updates on State and Federal policies that impact aging residents
- COAAA is a member of the Ohio Association of Area Agencies on Aging and the national US Aging Association
- Coordinated advocacy around issues facing older residents, including:
 - Securing funding for local services and programs
 - Monitoring and commenting on regulatory changes
 - Preserving and promoting local levy programs

Contact Information

Phone Number: 1-800-589-7277

Website: www.coaaa.org



REGULAR AGENDA #27 - 2025
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
JULY 15, 2025

AGENDA FOR TUESDAY, JULY 15, 2025

- 9:00 AM Review
- Regular Meeting
- Pledge of Allegiance
- Announcements
- Approval of Minutes for July 8, 2025
- Commissioners
- 2025-07.15.a A Resolution Authorizing Fairfield County to Enter into the Regional Council of Governments for the Central Ohio Area Agency on Aging (COAAA), and Authorizing the Execution and Delivery of an Agreement Establishing the COAAA as a Regional Council of Governments and Approving the Bylaws of the Regional Council of Governments for the Central Ohio Area Agency on Aging [Commissioners]
- 2025-07.15.b A Resolution Appointing a Fairfield County Member Representative to the Council, and Directors to the Board of Directors, to the Regional Council of Governments for the Central Ohio Area Agency on Aging [Commissioners]
- 2025-07.15.c A Resolution to Reappoint Ms. Alysha Blagg to the Fairfield County ADAMH Board [Commissioners]
- 2025-07.15.d A Resolution to Approve the Reappointment of Ms. Tracy Freeman to the ADAMH Board [Commissioners]
- 2025-07.15.e A resolution approving an account to account transfer in a major object expense category for Human Resources, General Fund# 1001. [Commissioners]
- Fairfield County Auditor- Finance
- 2025-07.15.f A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Auditor/Real Estate Assessment; Fund # 2022 REA [Auditor-Finance]
- Fairfield County Auditor- Payroll
- 2025-07.15.g A resolution authorizing a memo expense memo receipt for the General Fund 2% administration fee for managing the county self-insurance program, Fund# 5376 to GENERAL #1001 - Fairfield County Auditor [Auditor- Payroll]

Fairfield County Board of Developmental Disabilities

2025-07.15.h A resolution to approve a memo exp./ memo receipt for the cost of transportation for individuals paid to Fairfield County Transit as a memo expenditure for fund# 2060 - Fairfield County Board of Developmental Disabilities [Board of Developmental Disabilities]

Fairfield County Emergency Management Agency

2025-07.15.i A resolution to appropriate from unappropriated in a major expenditure object category EMA Fund 2707/8323 EMPG Grant FY23 and 2090 EMA Fund [EMA]

Fairfield County Engineer

2025-07.15.j A Resolution to Approve the Contract with Kokosing Construction Company, Inc. for the 2025 Resurfacing Project. [Engineer]

2025-07.15.k A Resolution to Approve the Notice to Commence for the 2025 Resurfacing Project. [Engineer]

2025-07.15.l A Resolution to Approve the Contract with Pavement Maintenance Systems LLC for the 2025 Microsurfacing Project. [Engineer]

2025-07.15.m A Resolution to Approve the Notice to Commence for the 2025 Microsurfacing Project. [Engineer]

Fairfield County Job and Family Services

2025-07.15.n A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Reflections Group Home LLC. and Child Protective Services Department. [JFS]

2025-07.15.o 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]

2025-07.15.p 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]

2025-07.15.q A resolution to approve a memo exp./ memo receipt for the costs of Bus Passes paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2072 Public Children's Services [JFS]

2025-07.15.r A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Anchored Immense Movement (AIM) and Child Protective Services Department [JFS]

2025-07.15.s A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Angels Guarding Youth Services, Inc. [JFS]

Fairfield County Juvenile/Probate Court

- 2025-07.15.t A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Juvenile Court; #2630 Special Projects [Juvenile/Probate Court]
- 2025-07.15.u A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Juvenile Court; Fund #2036 DYS - Reclaim [Juvenile/Probate Court]
- 2025-07.15.v A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category –Fund #2036 Ohio RECLAIM - DYS [Juvenile/Probate Court]

Fairfield County Sheriff

- 2025-07.15.w A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff's Office; 2909, Marine Patrol [Sheriff]
- 2025-07.15.x A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff's Office; 2883, Law Enforcement Cyber Security [Sheriff]
- 2025-07.15.y A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff; 2442, Commissary [Sheriff]
- 2025-07.15.z A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff; 2442, Commissary [Sheriff]

South Central Major Crimes Unit

- 2025-07.15.aa A resolution to authorize the Fairfield County Commissioners to sign the South Central Ohio Major Crimes Unit Subgrant Award Agreement for the Violent Crimes Reduction Project II Grant Award [Sheriff - Major Crimes Unit]
- 2025-07.15.bb A resolution to authorize the Fairfield County Commissioners to sign the South Central Ohio Major Crimes Unit Subgrant Award Agreement for the Edward Byrne Memorial Justice Assistance Grant Program (JAG) 2024 [Sheriff - Major Crimes Unit]

Fairfield County Transit

- 2025-07.15.cc A Resolution Authorizing the Approval of a Service Agreement by/between Fairfield County Transit and Teenworks [Transit]

Payment of Bills

- 2025-07.15.dd 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 July 22, 2025, 9:00 a.m.

Adjourn

Regular Meeting #26 - 2025
Fairfield County Commissioners' Office
July 8, 2025

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: 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; Treasurer, Jim Bahnsen; JFS Director, Corey Clark; Clerk of Courts, Branden Meyer; Recorder, Lisa McKenzie; Engineer, Jeremiah Upp; Facilities & EMA Director, Jon Kochis; Assistant Utilities Director, Josh Anders; Assistant Prosecuting Attorney, Amy Brown-Thompson; Engineer, Jeremiah Upp; FCFC Manager, Tiffany Wilson; Economic & Workforce Development Director, Rick Szabrak; IT Director, Dan Neeley; JFS Deputy Director, Heather O'Keefe; Program Administrator, Sarah Fortner; Social Services Supervisor, Elyssa Wanosik; Deputy HR Director, Abby Watson; HR Benefit & Systems Specialist, Colleen Cook; Transit Director, Aaron Kennedy; and Seargent, Luke Williams. Also in attendance: Bryan Everitt, Jane Harf, Frank Martin, Beth Cottrell, Jim Cottrell, Cheryl Kohler, Pam Elder, Marilyn Keller, Jim Miller, David Morrow, Jevin Williams, Tori Miller, Debbie Lobel, Dennis Kull, Linda Waidelick, Cheryl Berner, Nick Bundren, Linda Werner, Jerry Starner, Sherry Pymer, Dale Solt, Nancy Ward, Dave Ward, Laura Steele, Scott Barr, Randy Evans, Greg Waidelick, Erin Trott, Ray Stemen, Brenda Metcalf, Chris Snider, Kendra Harrington, Courtney Whitworth, Samantha Meadows, Jo Baldwin, Travis Snyder, Benn Van Oudenallen, James Stevenson, Mary Ann Stevenson, and Lyne Kennedy-Starner.

Virtual Attendees: Staci Knisley, Lori Hawk, Tony Howard, Tony Vogel, Andy Robberts, Ashley Arter, Jessica Murphy, Alex Lape, Joshua Gordon, Larry, David Uhl, Vince Carpico, Greg Forquer, Lori Lovas, Jen Lynch, Jeff Barron, Amanda Rollins, Abby King, Deborah, Jennifer Morgan, Shelby Hunt, Aubrey Ward, Andy Boystel, Michael Kaper, Eliot, Holly Mattei, Britney Lee, Mesina Clark, Steven Darnell, Austin Lines, Jason Grubb, Anna Sanyal, Brian Wolfe, Lisa Rector, Jim Bahnsen, BGM, Alison Barrick, and Sarah Jaffa.

Welcome

Commissioner Fix opened the meeting by welcoming everyone in attendance and speaking about the order of the day's meeting.

Introduction of New Employees

The Commissioners welcomed the following new employees:

- Laura Johnston – Emergency Management Agency
- Jim Paxton – Emergency Management Agency
- Brandie Hurd-Barringer – Transit
- Ryan Erikson – MORPC Intern

Ms. Johnston stated she is the new planner for EMA and is happy to be a part of the team.

Mr. Paxton stated that he was in the fire service and is pleased to be with Fairfield County EMA.

Commissioner Fix spoke about Mr. Paxton's 35 years of service with the Violet Township Fire Department and added that Violet Fire is one of the best departments in Central Ohio.

Regular Meeting #26 - 2025
Fairfield County Commissioners' Office
July 8, 2025

Mr. Blevins stated that he is happy to have the new EMA staff, especially during the busy festival season.

Mr. Hurd-Barringer stated she was working in higher education and is excited to be working with the amazing staff at Transit.

Commissioner Davis stated that there had been concerns related to Transit funding and the state budget and asked Mr. Kennedy to summarize the current situation.

Mr. Kennedy replied that Transit has fared well with the state budget and added that the new grant cycle started July 1st.

Ms. Watson stated that Mr. Erickson is a summer intern through MORPC and added that his grandfather was once a County Commissioner.

Mr. Erickson stated that he is a student at Ohio State and would like to work in Human Resources in the public sector.

Health Insurance Update

Mr. Porter provided an update on the County's health insurance. He stated that the group has approximately 2200 folks on the health insurance plan. This includes most full time staff, their spouses, and their dependents. The group's emergency room usage has decreased 2% year over year, and urgent care usage has decreased 18.2%. The decreases are attributed to the clinic and the clinic's assistance with establishing primary care physicians. Our group has increased seeing primary care physicians by 3%. The Commissioners' actions related to our health care benefits have helped manage costs and promote healthier lifestyles. County employees pay \$1622.66 per year out-of-pocket for individual coverage, and \$3866.46 for family. Major costs are due to prescription drugs. Mr. Porter spoke about a prescription drug that is used to treat a variety of illnesses related to inflammation and skin diseases. He also spoke about the cost of a single dose of that medication and added that the County uses a program called ImpaxRX to aggregate all potential discounts for drugs. If our group members qualify, we can reduce the costs significantly. The County will be looking at pharmacy providers. Locally there is a new 340D pharmacy with federal pharmacy pricing.

Commissioner Levacy thanked Mr. Porter for his management of the County's health care programs.

Commissioner Fix stated his appreciation for the programs administered by the HR team.

Mr. Porter spoke about the HR team and stated his appreciation for them.

Presentation on the Central Ohio Area Agency on Aging (COAAA)

Mr. Clark spoke about the COAAA. He has served on a task force which plans to move COAAA from the Parks Department in the City of Columbus to a regional council of governments (CoG). COAAA has been under the Parks Department since the 1970's. Attorneys with Bricker and Graydon have been assisting with the process of moving all eight counties in the COAAA to a CoG. The recommendation is to join the CoG so that we can be involved and provide our local insight. This CoG will have a representative from each county. The CoG council would meet once a year and the board of directors would be more involved with the daily operations. The

Regular Meeting #26 - 2025
Fairfield County Commissioners' Office
July 8, 2025

number of directors on the board will be based on the size of each county. The ask from COAAA is for the counties to pass a resolution to join the CoG and to then pass a resolution placing a member on the Council. There is no cost to the counties for the first two years and then the Board of Directors will make recommendations. The estimate is a cost of \$500-\$1000 per county per year. As far as potential risks for the County, the CoG will be fully insured. A draft of the bylaws has been provided for the Commissioners. The Prosecutor's office has reviewed the documents and has found that there is a six month required notice period to withdraw from the CoG.

Commissioner Davis asked if Fairfield County would make three appointments.

Mr. Clark stated that the COAA is currently funded under the Older Americans Act. He spoke with Ms. Tobin, and she is very supportive of the proposed CoG.

Ms. Cordle thanked Mr. Clark for attending a CCOAA meeting in her absence and added that resolution drafts have been prepared for the next meeting.

Public Comments

Ray Stemen of Lancaster spoke about the growing responsibilities of elected officials and offered a prayer for wisdom.

Legal Update

None.

County Administration Update

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

Week in Review

NACo Awards

Fairfield County received two NACo Achievement Awards for our work with Hicks Partners for grant writing for government entities and also one for the County Comprehensive Plan.

House Bill 96

On June 30th the Governor signed the state's operating budget for fiscal years 2026 and 2027 and vetoed 67 items from the bill. The two chambers would have to override the vetoes with a 3/5 vote before the December 2026 expiration of the General Assembly.

Of note, the special lodging tax for DACO now has an ability to be renewed by the Commissioners and the Workforce Center will receive 700,000.

Mr. Szabrak spoke about the budget covering high school programming for the next two years.

Regular Meeting #26 - 2025
Fairfield County Commissioners' Office
July 8, 2025

H.R. 1 Passed by Congress

The final bill includes several provisions affecting the Supplemental Nutrition Assistance Program (SNAP), which counties administer through local JFS agencies.

SNAP federal match reduction

- Reduces the federal match for SNAP administration from 50% to 25%.
- If no other administrative factors change, Ohio’s portion of the costs will increase by \$65 million per fiscal year, beginning October 1, 2026.
- In Ohio, the state and counties share the cost of administration. This shift could increase administrative costs by up to \$40 million per fiscal year for counties, beginning October 1, 2026.

SNAP state benefit cost share

- For the first time in the history of the program, states will be required to contribute to the cost of SNAP benefits beginning on October 1, 2027 (Federal Fiscal Year 2028). This change occurs in the next state budget biennium.
- The required state share increases if a state has a higher error rate (see table below). The error rate is a measure of administrative error and includes both underpayments and overpayments.
- In Federal Fiscal Year (FFY) 2028, Ohio can use either its FFY 2025 or FFY 2026 error rate to determine the payment amount. In FFY 2029 and subsequent years, Ohio will be required to use the error rate from three fiscal years prior.
- Ohio’s most recent error rate was 9.01%. Under this legislation, Ohio would need to contribute \$320 million per state fiscal year if the error rate does not decrease below 8%.

State SNAP Benefit Cost Share under HR 1		
State Payment Error Rate	SNAP Benefit Cost Share	Estimated Ohio Cost Per FFY
Under 6%	0%	\$0
6.00% to 7.99%	5%	\$160 million
8.00% to 9.99%	10%	\$320 million
10% or greater	15%	\$480 million

CCAO continues to have discussions with the Ohio Department of Job and Family Services about the implementation of the above SNAP provisions and will provide updates to CCAO members as additional information becomes available.

Ms. Cordle thanked Representative LaRe, Senator Schaffer, and Commissioner Levacy for their work on the items in the budget.

Commissioner Davis asked if there would be an error rate that would affect the County’s SNAP money and if there was a database that reveals the local number.

Ms. Cordle replied that the error rate would be at the caseworker level in each county and that the larger counties in the state drive the error rate.

Commissioner Davis stated he is interested in Fairfield County’s error rate.

Mr. Clark replied that the County’s error rate is well below the state average.

Regular Meeting #26 - 2025
Fairfield County Commissioners' Office
July 8, 2025

Highlights of Resolutions

Administrative Approvals

The review packet contains a list of administrative approvals.

Resolution Review

There are 44 resolutions on the agenda for the Regular voting meeting.

Resolutions of note:

- The first resolution for your consideration is a resolution to oppose the proposed Carnation Solar project in Amanda, Ohio. The staff of the Ohio Power Siting Board has completed their investigation and subsequent staff report, and the County has been notified that resolutions for or against the project should be received by July 18, 2025.
- The Commissioners also have a resolution to accept the tax rates that have been determined by the County's Budget Commission. This resolution authorizes the Auditor to collect the Special Levy Funds that have been authorized by the voters.
- The Engineer's Office has a resolution to approve the contract bid award to Oglesby Construction, Inc. for the 2025 Pavement Markings Project.
- JFS has 19 resolutions which consist of 2 memo expense/memo receipt resolutions for Transportation, 16 resolutions related to network placements, and a resolution for a non-monetary MOU. The MOU is between the Fairfield County Sheriff's Office, the Lancaster Police Department, the Pickerington Police Department and Fairfield County's Probate Court, Prosecutor's Office, and Coroner's Office for elder safety, support, and independence services.
- Regional Planning has a resolution to establish a Drainage Maintenance District for the Heron Crossing South Subdivision.
- The Sheriff's Office has a resolution for a service agreement with the Lancaster Board of Education to continue policing services with the district.
- And Transit has two resolutions. One to approve an application for the 2025 Certification and Assurances from the ODOT Office of Transit. And the other approves the 2025-2026 application for a Meals on Wheels grant.

Budget Review

- None.

Calendar Review/Invitations Received

- *The calendar review, and review of the invitations and correspondence received, were provided by Ms. Menningen.*
- Soil & Water Conservation District's Annual Meeting, September 11, 2025, 5:30 p.m., Millersport Lions Clubhouse, 2905 Chautauqua Blvd., Millersport

Regular Meeting #26 - 2025
Fairfield County Commissioners' Office
July 8, 2025

Correspondence

- AEP Ohio, June 17, 2025, Construction Notice, West Lancaster – South Baltimore 138 kV Transmission Line Adjustment Project, Case No. 25-0484-EL-BNR
- Correspondence Regarding Large Scale Solar Facilities

Updates from Elected Officials and Department Heads

Clerk of Courts Meyer has been pleased with the new legal help center in the Hall of Justice.

Recorder McKenzie gave her thanks to Treasurer Bahnsen for allowing her to keep an employee on her staff while her office completes a high workload before that employee transitions to the Treasurer's Office.

Treasurer Bahnsen reported that they continue to receive payments for the 2nd half property tax collections. He also reported that the Lancaster Fireworks Committee, for which he is a member, held another successful Fourth of July event.

Auditor Brown stated that the Tax Incentive Review Committee meetings have concluded. She went on to explain that questions have been posed regarding the lodging tax and how the funds are used, adding that the funds must be used for a specific purpose.

Engineer Upp reported that his office received grant funding for road improvements.

Josh Anders reported that the Utilities department has several projects underway.

Rick Szabrak announced that Governor DeWine vetoed the item in the state budget bill that would have impacted on the Millersport data center project and is pleased that the project will continue.

Jon Kochis encouraged everyone to sign up for severe weather warnings to stay informed and safe.

Dan Neeley reported that IT had updated employee contact information in the notification system so that they can ensure all employees are receiving important updates.

Corey Clark was pleased to share that the funding for Child Protective Services and the wellness center in Gallia County, which Fairfield County utilizes, were not cut in the state budget.

Old Business

Commissioner Davis announced that he would plan to request an executive session to discuss real estate property before the end of the meeting.

Commissioner Levacy attended the anniversary event for Anchor Hocking where he was able to provide remarks as a former employee.

New Business

None.

Regular Meeting #26 - 2025
Fairfield County Commissioners' Office
July 8, 2025

Regular (Voting) Meeting

The Commissioners continued to their 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; Treasurer, Jim Bahnsen; JFS Director, Corey Clark; Clerk of Courts, Branden Meyer; Recorder, Lisa McKenzie; Engineer, Jeremiah Upp; Facilities & EMA Director, Jon Kochis; Assistant Utilities Director, Josh Anders; Assistant Prosecuting Attorney, Amy Brown-Thompson; Engineer, Jeremiah Upp; FCFC Manager, Tiffany Wilson; Economic & Workforce Development Director, Rick Szabrak; IT Director, Dan Neeley; JFS Deputy Director, Heather O'Keefe; Program Administrator, Sarah Fortner; Social Services Supervisor, Elyssa Wanosik; Deputy HR Director, Abby Watson; HR Benefit & Systems Specialist, Colleen Cook; Transit Director, Aaron Kennedy; and Sergeant, Luke Williams. Also in attendance: Bryan Everitt, Jane Harf, Frank Martin, Beth Cottrell, Jim Cottrell, Cheryl Kohler, Pam Elder, Marilyn Keller, Jim Miller, David Morrow, Jevin Williams, Tori Miller, Debbie Lobel, Dennis Kull, Linda Waidelick, Cheryl Berner, Nick Bundren, Linda Werner, Jerry Starner, Sherry Pymmer, Dale Solt, Nancy Ward, Dave Ward, Laura Steele, Scott Barr, Randy Evans, Greg Waidelick, Erin Trott, Ray Stemen, Brenda Metcalf, Chris Snider, Kendra Harrington, Courtney Whitworth, Samantha Meadows, Jo Baldwin, Travis Snyder, Benn Van Oudenallen, James Stevenson, Mary Ann Stevenson, and Lyne Kennedy-Starner.

Virtual Attendees: Staci Knisley, Lori Hawk, Tony Howard, Tony Vogel, Andy Robberts, Ashley Arter, Jessica Murphy, Alex Lape, Joshua Gordon, Larry, David Uhl, Vince Carpico, Greg Forquer, Lori Lovas, Jen Lynch, Jeff Barron, Amanda Rollins, Abby King, Deborah, Jennifer Morgan, Shelby Hunt, Aubrey Ward, Andy Boystel, Michael Kaper, Eliot, Holly Mattei, Britney Lee, Mesina Clark, Steven Darnell, Austin Lines, Jason Grubb, Anna Sanyal, Brian Wolfe, Lisa Rector, Jim Bahnsen, BGM, Alison Barrick, and Sarah Jaffa.

Announcements

None

Approval of Minutes for June 24, 2025

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the Minutes for Tuesday, June 24, 2025, meeting.

Roll call vote of the motion resulted as follows:

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

Approval of a Resolution from the Fairfield County Commissioners

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

2025-07.08.a	A Resolution to Oppose the Proposed Carnation Solar, LLC Solar Power Project in Amanda, Ohio
--------------	--

Regular Meeting #26 - 2025
Fairfield County Commissioners' Office
July 8, 2025

Commissioners Fix stated that the Commission would first hear from individuals in favor of the proposed Carnation Solar project, then those opposed. There would then be a time for those neither in favor nor opposed to the project to speak. He asked for those who would like to speak in favor to approach the podium and state their name and address.

Brenda Metcalf of Lancaster spoke about non-renewable energy sources and the leased property in Amanda. She also spoke about the increase in pollinators and planting pollinator gardens.

Chris Snyder of Somerset stated he is the project developer for Geronimo Solar and has helped develop four projects. He added that he is the lead developer and point of contact for the project. Last September the Commissioners banned large solar facility projects, excluding those that had been grandfathered. He asked the Commissioners to not ban the project from the county and spoke about being a farmer and the economic hardships of many farmers.

Kendra Herrington did not provide an address but stated she is on the Geronimo project team. She stated the project is projected to generate \$1,000,000 in tax revenue per year.

Benn Van Oudenallen did not provide an address and stated he has been an educator for twenty-five years. He spoke about pollinators and the decrease in local hives. He believes the project is an opportunity for students.

An unknown gentleman from Pleasantville spoke in favor of the solar project and added that he believes property owners should have the right to increase their finances.

Travis Snyder of Greenfield stated he works with a non-profit which helps veterans learn the beekeeping trade. He spoke about suffering from PTSD and serving in the military for eighteen years and added his belief that the project provides opportunities for veterans and first responders.

Courtney Whitworth of Minnesota stated she is a project lead and has been with Carnation for seven years. She spoke about the application to the Ohio Power Siting Board (OPSB). The team has been studying the area for months. She asked the Commissioners to wait until the staff report is released before rendering a decision.

James Stevenson of Lancaster spoke in favor of the project and stated he is the trustee of a trust which includes 300 acres in Amanda Township. He added that the trust needs the money offered by Carnation and offered that he believes solar energy is better than coal fire.

David Morrow of Marysville stated he is a representative of Carpenters Union 200 and added that approximately two hundred of their members live in Fairfield County. He further added that the union workers bring skills and training to the project and believes that everyone deserves a decent living wage.

Joanie Miller of Amanda stated she represented her family and the farms they leased to the project. She added her concern for the use of electricity and the inability to support the demand.

Samantha Meadows of Chillicothe stated she works for Carnation and has encountered many people in support of the project.

Jo Baldwin of Columbus works for an environmental non-profit which supports the solar project. She offered letters of support for the project from residents.

Regular Meeting #26 - 2025
Fairfield County Commissioners' Office
July 8, 2025

Nick Bundren of Columbus works for the Ohio Land and Liberty Coalition which advocates for neutrality on the issue.

Bryan Everitt of Lancaster stated the OPSB process is intentionally arduous to ensure projects are suitable and spoke briefly on OPSB timelines.

Ester Cox of Pickerington stated she is in favor of the project for the sake of her children and the nation's need to diversify energy sources due to the increase in consumption.

Commissioner Fix called for a five minute recess.

Commissioner Fix asked for those opposed to the project to come to the podium and state their name and address.

Sherry Pymmer of Walnut Township spoke about the process over the last three years and added that there was not a single board member at the OPSB hearings. The board will decide without hearing any of the testimony. During the testimony, few witnesses stated they had been to the Eastern Cottontail project area and only did desktop analysis. She stated her belief that the process does not work. She asked the Commissioners to sign a letter for both the Eastern Cottontail and Carnation projects.

Cheryl Koler of Amanda Township stated her life as well as the lives of many others, would be forever changed if the project moved forward. In 2022, at Commissioners' meeting with a packed firehouse of individuals opposed to the project. She added that the Commissioners have been invited to the community to see what would be lost if the project continued. She thanked the Commissioners for the passage of an exclusionary zone resolution in 2024. She further added that the informational sessions on the project were well attended, and the Amanda Township Trustees passed a resolution opposing the project.

Scott Barr of Amanda Township stated he is an English teacher and spoke about his family living on a generational farm in the township for over 200 years. He spoke about the 1775 Battle of Concord Bridge and his great grandfather who was a Revolutionary War veteran. He had a historical atlas and spoke about a picture of his ancestors in the atlas, on the farm where he lives. He added his hope to protect the history and legacy of the area.

Erin Trot of Amanda Twp spoke about her and her husband renovating their home that was part of the Underground Railroad. She believes there is a lack of transparency from the solar company. She stated she is a proponent of property owner's rights but not when they infringe on the rights of others. She asked the Commissioners to consider the infringement of the rights of those that live around the proposed project.

Greg Waidelick of Amanda stated he is a third generation farmer and added that he has dealt with three pipeline projects and two electric company projects, since living on his farm. He stated he believes the project will cause sink holes, flooding, and busted tiles. The Hocking and Scioto River watersheds are both in Amanda Township. He added that he has installed 136.58 miles of tile and knows the compaction from the roads will be irreversible. He asked the Commissioners to protect the fragile area.

Randy Evans stated he is an owner of Clearcreek Country Vineyards and has additional family who live around the area of the proposed solar project. He stated that he had the opportunity to sign up for the money when Carnation approached him but chose not to do so. He stated that the

Regular Meeting #26 - 2025
Fairfield County Commissioners' Office
July 8, 2025

effect on the vineyard is undetermined but that the argument for the project regarding pollinators does not make sense. He has not been approached about hives. He asked the Commissioners to protect the land and businesses in Amanda Township.

Dave Ward of Amanda spoke about being a firefighter for 33 years and stated he spoke to a volunteer firefighter from Amanda. There will be inverters in the field and no water supply for fires. The solar field could burn, and the cleanup would be difficult. He added that 78% of the invertors come from China. Amanda has a small volunteer fire department without a single certified safety inspector. He asked the Commissioners to help the volunteer firefighters in Amanda by opposing the proposed project.

Caitlyn Fisher of Amanda Township stated she is a social worker who serves older adults in Fairfield County and is speaking on behalf of her family and neighbors. She spoke about the nature she witnesses in her community that would be greatly changed by the project and urged the Commissioners to consider the negative impact the panels would have on the community and nature.

Beth Cottrell of Amanda spoke about the damage that would be caused by the estimated 6000-8000 construction vehicles. The vehicles will be on the area's narrow and hilly roads. There will be twenty-eight buses a day on the proposed route and many of the intersections are tricky. She asked the Commissioners to not only protect the land in the community, but also the children riding the buses to and from school.

Pam Elder of Amanda stated she lives 300 feet from the proposed project. She has lived on the land for 61 years and has been a Teays Valley school bus driver since 1996. She added that she is also a safety instructor. She spoke about one lane roads in the project area, the hours the buses are on the roads, and the number of students on her route. She added that in 2021, 55% of national accidents happened in a construction zone and 80% of fatalities in construction zones did not involve the people in the construction vehicles. She asked the Commissioners to oppose the Carnation project.

Jerry Starner of Amanda stated he opposes the project that will surround his house. The Carnation application shows he is the site center of the project. He visited the Yellow Bud Solar project and felt it was a disaster. He added that his home was built in 1889 and is his oasis. He spoke about the immense noise from driving the pylons and the effect it would have on his animals. He further added that the project would negatively impact his retirement and his mental health.

Laura Steele of Amanda spoke about farming and bee keeping . She said the projects have changed their lives and have caused people to give up retirement money, time, and vacations. She added that her grandkids are digging on the farm that her great, great grandfather started. She spoke about pictures contained in the report and stated that the area will be greatly impacted. She added that being neutral is showing support for the project.

Austin Reed of Amanda stated he is an Amanda Township Trustee and attended the meeting to represent the hundreds of Amanda Township residents who will be negatively impacted by the proposed project. He asked the Commissioners for their support against the Carnation Solar project.

Regular Meeting #26 - 2025
Fairfield County Commissioners' Office
July 8, 2025

Linda Werner of Amanda stated she is against the construction of the panels and stated her entire property will face the solar project. She stated that wildflowers and bees do not need solar panels, they can be on farmland. She spoke about living the rest of her life amid a solar site and asked the Commissioners to oppose the Carnation project.

Francis Martin of Walnut Twp stated he will be happy for the Amanda area if the project is denied but sad over the Commissioners choosing one project but not both. He asked the Commissioners to send a letter opposing the Eastern Cottontail project.

Commissioner Fix asked if there was anyone who would like to speak that was neither in favor nor opposed to the proposed Carnation project.

Commissioner Davis spoke about contemplating the decision to oppose the projects and stated that he is retired but was a lawyer in the oil and gas industry. He stated he worked with property owners in Amanda Township to help minimize the burden imposed on landowners. There is not a national policy related to renewable energy. He added that power, and policy that we can operate under, is needed. The federal government kicked solar decisions to the State and the State didn't want the decision, so Senate Bill 52 was created. He stated that he was naive enough to believe it would work as written. If the policy is to kick the decisions down to the Counties, then the Commissioners will be deciding the energy policy. He added that he attended every minute of the evidentiary hearings and the public hearings for the Eastern Cottontail projects. The people who were voting were not in attendance at the hearings and when he asked why they had not attended he was told they did not have the time and that they would read the transcripts. He felt the odds of were low that the transcripts would be read. He stated he is in favor of solar energy, lived in a solar home, and drove an electric car. He also encouraged the solar field project currently at the Liberty Center. He added that he is in favor of solar energy but not of the process. He stated that he would be supporting the resolution that Commissioner Fix had placed on the agenda, but that it was hard to take that position. There are many reasons why he arrived at the conclusion and knows it has been a stressful process for many.

Commissioner Fix stated that Commissioners are not normally placed in a position to choose winners and losers, but that when the State kicked the decision to the counties, the Commissioners were given no choice but to decide which side would win. There have been many who have invested time and money and have signed for their financial future. He stated his support for green energy and added that he is cautiously optimistic there will be other energy sources that will not put the Commissioners in the position to choose. He added that there are possibilities of tapping into natural gas in the county to provide energy. He stated that he knows the rights he has on his property are limited by zoning, which protects both him and his neighbors, but that zoning does not apply due to this being a utility. The biggest reason he is opposed is because he sees a different future for Fairfield County and feels growth is coming to the area. There are not enough homes for those that will be working for Anduril and there should be the opportunity for homes in Amanda Township. He added that he is opposing the Carnation project.

Regular Meeting #26 - 2025
Fairfield County Commissioners' Office
July 8, 2025

Commissioner Levacy spoke about Senate Bill 52 placing the responsibility of the solar decisions on county commissioners. He added his respect for everyone's opinion and stated that he is still conflicted due to the subject of property rights and the opinions of those near the proposed projects. He added that it is a difficult decision and that his friend, Dave Thomas, told him that if you cannot figure out what to do, you should just do what is right. The Commissioner stated that figuring out what is right is not easy in this case. He further added that if the resolution passes, the opposition will go forward, and that due to being conflicted, he would abstain.

Roll call vote of the motion resulted as follows:

Voting aye thereon: Steve Davis and Jeff Fix

Abstaining: David Levacy

Commissioner Fix called for a three minute recess.

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

- | | |
|--------------|--|
| 2025-07.08.b | A Resolution Authorizing Fund-to-Fund Transfers for Intergovernmental Agencies for the 2nd Half 2025 Allocations |
| 2025-07.08.c | A Resolution Authorizing a Fund-to-Fund Transfer to the Fairfield County Family Children First Council for Multi-Youth Committee, 3rd Payment for the 2025 Allocation |
| 2025-07.08.d | A Resolution Authorizing a Fund-to-Fund Transfer for the 3rd Quarter 2025 Allocation for the Multi County Juvenile Detention Center (MCJDC) |
| 2025-07.08.e | A resolution authorizing a fund to fund transfer for Fairfield County Job and Family Services (JFS) for the 3rd Quarter 2025 Allocation. |
| 2025-07.08.f | A resolution to approve to appropriate from unappropriated into a major expenditure object category & memo receipt and expense for Stop Loss Pool Sub fund & the Self-Funded Healthcare Fund |
| 2025-07.08.g | A resolution accepting the amounts and rates as determined by the Fairfield County Budget Commission and authorizing the necessary tax levies and certifying them to the County Auditor |

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 Auditor – Real Estate

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 Auditor – Real Estate:

- | | |
|--------------|---|
| 2025-07.08.h | A resolution authorizing a memo expense memo receipt for reimbursement of agency share of ArcGIS Online License fees for fund 2022 – REA Department |
|--------------|---|

Regular Meeting #26 - 2025
Fairfield County Commissioners' Office
July 8, 2025

2025-07.08.i A resolution authorizing a memo expense memo receipt for the 2025 Reimbursement of agency share of Fairfield County Base Mapping Program 2020-2025 for fund 2022 – REA Department

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 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 resolution from the Fairfield County Court of Common Pleas:

2025-07.08.j A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category –Fund 2852, Target Community Alternative to Prison

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 and 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 and Workforce Development:

2025-07.08.k A resolution to approve the close out of Fund # 2881 – Fairfield County EV Charging Station fund

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from the Fairfield County Emergency Management Agency

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 Emergency Management Agency:

2025-07.08.l A Resolution Authorizing the Reduction in Major Expenditure Object Category Appropriations for Fund # 2707/8260, Emergency Management Performance Grant

2025-07.08.m A resolution authorizing the approval of repayment of an advance to the General Fund from EMA 2090/8221 COTS Grant Fund.

Roll call vote of the motion resulted as follows:

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

Approval of Resolution from 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 Fairfield County Engineer:

Regular Meeting #26 - 2025
Fairfield County Commissioners' Office
July 8, 2025

- | | |
|--------------|---|
| 2025-07.08.n | A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for repairs and maintenance |
| 2025-07.08.o | A resolution to approve a reimbursement for share of costs for Monthly Postage paid to Fairfield County Commissioners as a memo expenditure for fund County Engineer 2024-Motor Vehicle |
| 2025-07.08.p | A Resolution to Approve the Contract Bid Award for the 2025 Pavement Markings Project |

Roll call vote of the motion resulted as follows:

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

Approval of a Resolution from Fairfield County 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:

- | | |
|--------------|--|
| 2025-07.08.q | A Resolution to Request Appropriations for Fund #7521, Family Adult Children First Council |
| 2025-07.08.r | A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund # 7521 |

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:

- | | |
|--------------|--|
| 2025-07.08.s | A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Hope Haven for Girls |
| 2025-07.08.t | A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2018 Public Assistance Fund |
| 2025-07.08.u | A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2599 Workforce Fund |
| 2025-07.08.v | A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Carrington Behavioral Health, LLC |
| 2025-07.08.w | A resolution regarding a service agreement between Functional Training Services, Inc. and Job & Family Services |

Regular Meeting #26 - 2025
Fairfield County Commissioners' Office
July 8, 2025

2025-07.08.x	A resolution regarding a service agreement between Fairfield County Opportunity Works and Job & Family Services
2025-07.08.y	A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Willow Branches of Healing and Child Protective Services Department
2025-07.08.z	A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between A New Leaf, Inc. and Child Protective Services Department.
2025-07.08.aa	A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and The Mid-Western Children's Home
2025-07.08.bb	A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Cadence Care Network
2025-07.08.cc	A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Life Start, Inc.
2025-07.08.dd	A resolution authorizing the approval of a Memorandum of Understanding (MOU) by and between Fairfield County Department of Job & Family Services and the Ohio Department of Job and Family Services
2025-07.08.ee	A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and New Beginnings Group Home
2025-07.08.ff	A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Kids Count Too, Inc. and Child Protective Services Department
2025-07.08.gg	A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Caring for Kids, Inc.
2025-07.08.hh	A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Caring for Kids, Inc. and Child Protective Services Department
2025-07.08.ii	A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Enterlock Corp dba Heaven Sent Homes
2025-07.08.jj	A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Compassion Care, LP

**Regular Meeting #26 - 2025
Fairfield County Commissioners' Office
July 8, 2025**

2025-07.08.kk A resolution authorizing the approval of a Memorandum of Understanding by and between Fairfield County Job & Family Services, Protective Services Division, The Fairfield County Sheriff's Office, The Lancaster Police Department, The Pickerington Police Department, The Fairfield County Probate Court, The Fairfield County Prosecutor's Office, and The Fairfield County Coroner's Office.

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:

2025-07.08.ll A Resolution to Establish a Drainage Maintenance District for the Heron Crossing South 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 Fairfield County Sheriff

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 Sheriff:

2025-07.08.mm A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category –2503, Police Revolving

2025-07.08.nn A resolution authorizing the approval of a service agreement by and between Fairfield County Sheriff's Office and the Lancaster Board of Education

Roll call vote of the motion resulted as follows:

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

Approval of a Resolution from the South Central Major Crimes Unit

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

2025-07.08.oo A resolution to request for appropriations for receipts for MCU Drug and Law Enforcement Fund Grant 2024 (7830/8370)

Roll call vote of the motion resulted as follows:

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

Regular Meeting #26 - 2025
Fairfield County Commissioners' Office
July 8, 2025

Approval of Resolutions from Fairfield County Transit

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

- | | |
|---------------|--|
| 2025-07.08.pp | A Resolution to Approve an Application for the Standard 2025 Certifications and Assurances for the Ohio Department of Transportation (ODOT) Office of Transit and Fairfield County Transit and the Fairfield County Board of Commissioners |
| 2025-07.08.qq | A Resolution to Approve an authorization to apply for 2025-2026 Meals on Wheels grant application, Fairfield County Transit |

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

- | | |
|---------------|---|
| 2025-07.08.rr | 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

Commissioner Fix called for a three minute recess.

Additional Comments from the Commissioners

Commissioner Fix spoke about the complexity of industrial solar projects in the county and stated that the situation had been the most challenging he has dealt with as an elected official. He added that the Commissioners learned a lot through the process and invested a great deal of time and energy. He is proud of the members of the Commission who have remained professional throughout the process.

Executive Session

On the motion of Steve Davis and the second of Dave Levacy, the Board of Commissioners voted to go into executive session to discuss the sale of real property. Commissioner Davis asked the following to be present in the Executive Session: The Commissioners, County Administrators, Commissioners' Clerks, the Economic and Development Director, and a representative from the Prosecutor's Office.

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

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to leave the Executive Session at 12:26 p.m.

**Regular Meeting #26 - 2025
Fairfield County Commissioners' Office
July 8, 2025**

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

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 12:26 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, June 24, 2025, Commissioners' Hearing Room, 210 E. Main St., Lancaster, OH.

Motion by: David Levacy

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

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

*Approved on July 15, 2025

Jeff Fix Commissioner	Steve Davis Commissioner	David Levacy Commissioner
--------------------------	-----------------------------	------------------------------

Rochelle Menningen, Clerk

A Resolution Authorizing Fairfield County to Enter into the Regional Council of Governments for the Central Ohio Area Agency on Aging (COAAA), and Authorizing the Execution and Delivery of an Agreement Establishing the COAAA as a Regional Council of Governments and Approving the Bylaws of the Regional Council of Governments for the Central Ohio Area Agency on Aging

WHEREAS, Ohio Revised Code Chapter 167 provides, in general, that the governing bodies of any two (2) or more political subdivisions may enter into an agreement establishing a regional council of governments (CoG) for the purposes of promoting cooperative arrangements and agreements among its members and between its members and government agencies or private persons or entities, performing functions and duties which its members can perform and addressing problems of mutual concerns; and

WHEREAS, the Central Ohio Area Agency on Aging (COAAA) has been designated by the Ohio Department of Aging as the area agency on aging under Ohio Revised Code Section 173.011 and 45 C.F.R. 1321.19 and as the PASSPORT Administrative Agency for the Designated Planning and Service Area comprised of the eight (8) central Ohio counties of Delaware, Fairfield, Fayette, Franklin, Licking, Madison, Pickaway and Union; and

WHEREAS, the COAAA is transitioning from operation within the City of Columbus, Ohio to a stand-alone regional CoG organized under Ohio Revised Code Chapter 167 to: better serve older adults and individuals with disabilities in its eight (8) county central Ohio Designated Planning and Service Area, further expand its service models, launch innovative programs to meet emerging community needs through regional cooperative arrangements, and comply with all applicable state and federal laws and regulations; and

WHEREAS, by joining the COAAA, Fairfield County, Ohio ("County") will be able to act jointly with other member political subdivisions in the eight (8) county central Ohio Designated Planning and Service Area to better serve the needs of older adults and individuals with disabilities through a regional cooperative organization.

A Resolution Authorizing Fairfield County to Enter into the Regional Council of Governments for the Central Ohio Area Agency on Aging (COAAA), and Authorizing the Execution and Delivery of an Agreement Establishing the COAAA as a Regional Council of Governments and Approving the Bylaws of the Regional Council of Governments for the Central Ohio Area Agency on Aging

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

Section 1. The Board of County Commissioners ("Board") finds and determines that it is in the best interest of the County to [create and] join the COAAA for the purpose of serving the needs of older adults and individuals with disabilities within the County through a regional cooperative organization.

Section 2. The President of the Board is hereby authorized and directed to execute and deliver the Agreement Establishing the Regional CoG for the COAAA, and the CoG Agreement may be amended from time to time. The CoG Agreement shall be substantially in the form presented to this Board and on file with the Clerk, subject to such changes, insertions and omissions which are consistent with this Resolution and are not substantially adverse to the County and as may be approved by the President of the Board, which approval shall be conclusively evidenced by the execution of the CoG Agreement.

Section 3. The Board hereby approves and adopts the Bylaws of the COAAA (attached as Exhibit A to the CoG Agreement).

Section 4. That all formal actions of this Board concerning and relating to the passage of this Resolution were adopted in open meetings of this Board, and that all deliberations of this Board were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

A Resolution Authorizing Fairfield County to Enter into the Regional Council of Governments for the Central Ohio Area Agency on Aging (COAAA), and Authorizing the Execution and Delivery of an Agreement Establishing the COAAA as a Regional Council of Governments and Approving the Bylaws of the Regional Council of Governments for the Central Ohio Area Agency on Aging

Section 5. This Resolution shall be in full force and effect immediately upon its adoption and approval by the Board.

BYLAWS
GOVERNING THE
REGIONAL COUNCIL OF GOVERNMENTS FOR THE CENTRAL OHIO AREA
AGENCY ON AGING

WHEREAS, certain political subdivisions of the State of Ohio (each, a “Member”) entered into an Agreement Establishing the Regional Council of Governments for the Central Ohio Area Agency on Aging (the “CoG Agreement”) pursuant to Ohio Revised Code Chapter 167, for the purpose of establishing a regional council of governments to better serve older adults and individuals with disabilities in the Central Ohio Area Agency on Aging’s eight (8) county Designated Planning and Service Area in central Ohio (the “Regional Council” or “COAAA”).

WHEREAS, Ohio Revised Code Section 167.04 requires, and the CoG Agreement provides that the Regional Council shall adopt Bylaws designating the officers of the Regional Council and the method of selection thereof, creating a governing board to act for the Regional Council, appointing a fiscal officer and providing for the conduct of the Regional Council’s business; and

WHEREAS, each Member has, by duly adopted legislation, authorized its representative to approve these Bylaws, and the representatives of the Members have met for the purpose of adopting these Bylaws in accordance with Ohio Revised Code Section 167.04 and Section 4 of the CoG Agreement.

NOW, THEREFORE, the following provisions shall constitute the Bylaws of the Regional Council:

Section 1. Definitions.

Any capitalized word or phrase used in these Bylaws and not otherwise defined herein, shall have the meaning given in the CoG Agreement, as the same may, from time to time, be amended, modified, or supplemented in accordance with Section 8 thereof.

Section 2. The Council; Appointment of the Board of Directors.

- (A) The “Council” shall be the legislative body of the Regional Council. The Council shall be composed of one (1) representative from each of the Members, who have been appointed pursuant to Section 3 of the CoG Agreement. All representatives to the Council shall serve without compensation.
- (B) Appointment of the Board of Directors.
 - a. Each Member of the Council that is a County within the COAAA’s Designated Planning and Service Area may appoint up to the prescribed number of

Directors to the Board of Directors to serve a two (2) year term as determined in accordance with the representative-based county populations within the COAAA's Designated Planning and Service Area as follows:

Population	Number of Director Appointments (each)	Counties
Less than 50k	1 Director	Fayette Madison
Between 50k-150k	2 Directors	Pickaway Union
Between 150k-300k	3 Directors	Delaware Licking Fairfield
Between 300k-600k	4 Directors	
Between 600k-1 million	5 Directors	
Over 1 million	6 Directors	Franklin

- b. Each Member of the Council that is not a County within COAAA's Designated Planning and Service Area may appoint one (1) Director to the Board of Directors to also serve a two (2) year term.

To the extent possible, the Member representatives shall consider appointing Directors with subject matter expertise in providing services to older adults and individuals with disabilities, including, but not limited to, the areas of aging, disability, human services, social work, immigrants/refugees/migrants, housing, and transportation. In addition, the Member representatives shall consider appointing as Directors citizens who benefit from COAAA's services, including older adults, people with disabilities, and caregivers.

- (C) Officers. The officers of the Board of Directors shall be the officers of the Regional Council and its Council and shall consist of a Chair, Vice-Chair and Secretary who each shall be selected pursuant to Section 3 hereof. The Chair (and in the Chair's absence, the Vice-Chair) shall preside at the Board of Directors meetings.

If for any reason the offices of the Chair and Vice-Chair are vacant, the person serving as the COAAA's Executive Director shall preside as temporary Chair until a Chair is elected by the Board of Directors.

- (D) Resolutions; Quorum; Vote of Council. A majority of all representatives to the Council (including proxies correctly presented to the Chair) in attendance at the Council meeting shall constitute a quorum to transact business except as otherwise provided in the CoG Agreement or these Bylaws. As long as at least eight (8) counties are Members of the Regional Council, a Council representative may designate another Council representative as a proxy at any meeting by delivering to the Chair of the Council and the Board of Directors a written designation of the proxy. Each representative (including the Chair and Vice-Chair) shall have one (1) vote, except for appointment of Directors to the Board of Directors, who shall be appointed as set forth in Section 2(B) above. All legislative action of the Council shall be by resolutions entered on its records. Except as otherwise provided in the CoG Agreement, the affirmative vote of at least a majority of all of the representatives to the Council eligible to vote on a matter (not counting vacancies) and in attendance at the meeting shall be required for the enactment of every resolution. Unless otherwise specifically stated in the resolution, all resolutions shall be effective immediately upon enactment, subject to any authorizations or certifications required by the Ohio Revised Code to be made by the Fiscal Agent Officer or the Members.
- (E) Meetings. The Council shall annually meet on a certain day each November as designated by the Board of Directors and at such other times as may be required by the Chair or as may be requested, in writing to the Executive Director, by any two (2) or more Members. Written notice of each Council meeting shall be served by the Executive Director upon each Member of the Council not less than twenty-four (24) hours preceding the time for the meeting, and shall state the date, time, and place of the Council meeting and subject(s) to be considered at the Council meeting. The requirements of and procedures for notice may be waived in writing by each Member and any Member shall be deemed conclusively to have waived such notice with respect to a meeting by his or her attendance at that meeting. At the request of the Chair and with the approval of a majority of the members of the Board of Directors, the annual meeting of the Council may be rescheduled to such other dates as may be so approved by the Board of Directors; provided, however, that actions required by the CoG Agreement to be taken by the Council at its annual meeting are taken by the Council within thirty (30) days of the scheduled annual meeting date in November.

Pursuant to Ohio Revised Code Section 121.22(F), the Council shall by rule, establish a reasonable method whereby any person may determine the time, place, and purpose of its Council meetings. All meetings of the Council shall be open to the public, subject to the exceptions in Ohio Revised Code Section 121.22(G). The Council may adopt other rules in accordance with any applicable laws and regulations.

- (F) Powers and Duties of the Council.

- (1) At its annual meeting, the Council shall review the annual report of the Regional Council beginning in the first full calendar year after the formation of the Regional Council.

- (2) At its annual meeting, the Council shall consider, upon submission by the Board of Directors, and approve the annual appropriations of the Regional Council for the next Fiscal Year. The Board of Directors shall have the authority to revise the appropriations between Council meetings.
- (3) At each applicable annual meeting, the Members of the Council shall appoint the members of the Board of Directors for the next two (2) Fiscal Years in accordance with Section 2(B) hereof.
- (4) The following matters shall be submitted to the Council and are subject to final approval by the Council: the annual appropriations of the Council for each Fiscal Year; selection of the Board of Directors for the next Fiscal Year; and such other matters that the Board of Directors may, from time to time, determine to be matters requiring approval by the Council, or as required to be approved by the Council under the CoG Agreement.

Section 3. Board of Directors.

The Board of Directors shall be the policy making body of the Regional Council.

- (A) Composition. Subject to the provisions of Section 3(B) below, the Board of Directors shall be composed of Directors, determined in accordance with Section 2(B) hereof, representing each political subdivision that is a Member in the Regional Council and shall be appointed by the Member representative of each respective Member in the Regional Council at the annual meeting of the Council.
- (B) Number of Directors. Notwithstanding anything in this Section 3 to the contrary, the maximum number of Directors shall be constituted as set forth in Section 2(B)..
- (C) Terms of Office. Representatives appointed to serve as a Director on the Board of Directors shall serve a two (2) year term of office. There shall be no limit to the number of terms to which a Director may be appointed. All Directors shall serve without compensation.

In the event that a vacancy occurs on the Board of Directors, the remaining members of the Board of Directors shall meet and appoint a person to fill the vacancy until the next meeting of the Council at which elections of Directors are held.

- (D) Meetings. The Board of Directors shall hold regular meetings not less than once per calendar quarter at such times as may be determined by the Board of Directors or the Chair. Special meetings shall be held at such other times as may be requested by the Chair. Written notice of each meeting shall be served by the Executive Director upon each Director not less than twenty-four (24) hours preceding the time for the meeting, and shall state the date, time, and place of the meeting and subject to be considered at the meeting. The requirements of and procedures for notice may be waived in writing by each Director and any Director shall be deemed conclusively to have waived such notice with respect to a meeting by his or her attendance at that meeting.

- (E) Attendance. Directors are expected to attend Board meetings. Any Director who is absent from three Board meetings without excuse during a twelve (12) month period is automatically removed from the Board. The remaining Directors shall meet and appoint a person to fill the vacated seat until the next meeting of the Council at which the appointment of Directors occurs.
- (F) Officers. At its first meeting, and in every other Fiscal Year, the Board of Directors shall convene and organize to elect the officers of the Board of Directors listed below in this Section 3(F). The officers shall be elected to serve a two (2) year term by the Board of Directors by majority vote of all Directors present at the meeting. Any previous Chair whose term has expired shall preside as temporary Chair during that first annual meeting until the successor Chair is elected. In the absence of the prior Chair, the prior Vice-Chair shall preside as temporary Chair during that meeting until the successor Chair is elected.
- (1) Chair. The Chair shall preside at all meetings of the Board of Directors and the Council. The Chair's duties shall also include, but not be limited to, presenting an annual report to the Council at its annual meeting, or distribution of such report to the Members, concerning the activities and operations of the Council, and executing such agreements and other documents as may be approved by the Board, including documentation related to the initial formation activities of the Regional Council. Such duties of the Chair described in the preceding sentence may be delegated to the Executive Director. In the event of a tie on matters subject to a vote of the Board, the Chair shall cast the tie-breaking vote.
- (2) Vice-Chair. In the absence of the Chair, the Vice-Chair shall preside at meetings of the Board of Directors and the Council. The Vice-Chair shall succeed to the office of the Chair, should that office be vacated before the end of a term, and shall assist the Chair in the discharge of his or her duties.
- (3) Secretary. The Secretary shall certify the minutes of Board and Council meetings and perform other functions of the position as may be necessary or appropriate.
- (4) Executive Director. If the Board of Directors decides to hire a chief executive officer for the Council, then this person will be titled the Executive Director. The Board of Directors shall provide a job description for this position. The Executive Director shall provide written notice to all members of the Board of Directors of all meetings of the Board in accordance with paragraph (D) of this Section 3. Minutes of all meetings of the Board shall be kept by the Executive Director or the Executive Director's designee and distributed to each member of the Board within thirty (30) days following each Board meeting. The Executive Director shall provide Council members with written notice of all Council meetings in accordance with Section 2 hereof. The Executive Director shall perform such other duties as the Chair may request.
- (5) Fiscal Agent Officer. The Board of Directors shall provide for the employment of a Fiscal Agent Officer and designates the Treasurer of the Regional Council as the

Regional Council's Fiscal Agent Officer. The Fiscal Agent Officer shall receive and disburse all funds of the Regional Council, prepare all necessary fiscal reports for the Board of Directors and the Regional Council, and undertake all other financial transactions necessary to the work of the Regional Council. The Fiscal Agent Officer of the Regional Council shall obtain and keep in force a fidelity bond, in an amount determined by the Board of Directors and with a surety company approved by the Board of Directors. The Regional Council shall be named as an insured on such bond and the amount thereof shall not be reduced without prior written consent of the Board of Directors. Such fidelity bond requirement also may be satisfied through an insurance policy.

(G) Powers and Duties of the Board of Directors. The Board of Directors shall do the following:

(a) Consider and approve any purchases of equipment, facilities, or services for the Regional Council and any contracts of the Regional Council exceeding One Hundred Thousand Dollars (\$100,000.00) in any Fiscal Year except for any contracts related to the PASSPORT Program or those previously approved on an annual basis by the Board of Directors via an omnibus resolution passed by the Board of Directors.

(b) Make recommendations to the Council concerning any matter relating to the Regional Council and its Programs, including but not limited to:

1. amendments to or modifications of the CoG Agreement and Bylaws,
2. appropriations of the Regional Council,
3. each Member's share of the Regional Council's Costs; and
4. disqualification of Members.

(c) By affirmative vote of a majority of the Board of Directors and upon certification to the Board of Directors by the Fiscal Agent Officer that the proposal is within the limits of the Regional Council's resources, amend the budget and appropriations of the Regional Council.

(d) Approve the inclusion of additional Members into the Regional Council.

(e) Approve any collective bargaining or similar labor agreements, if applicable.

(f) Direct the preparation and approval of monthly reports concerning summarizing the operational and contractual needs of the Regional Council during the previous month.

(g) Enter into any and all necessary and incidental contracts to carry out all programs of the Regional Council.

Section 4. Board of Directors' Committees.

The Board of Directors shall have the following Committees:

- (a) The Advisory Committee, as described in the CoG Agreement;
- (b) A Finance Committee;
- (c) A Human Resources Committee;
- (d) A Governance Committee; and
- (e) One or more additional committees appointed by the Board of Directors to assist the Board of Directors in the management of any Program of the Regional Council.

The members of the Committees shall be appointed by and shall serve at the pleasure of the Board of Directors. Each committee shall perform the duties directed by the Board of Directors.

Each Committee shall elect from its membership a chair and vice-chair, who shall each serve for a term of one (1) year or such shorter period of time as the Committee may be in existence. The Committee chair shall preside at all Committee meetings and prepare the agenda for each meeting following consultation with the Executive Director or Chair of the Board of Directors. Such duties of the Committee chair described in the preceding sentence may be delegated to the Executive Director. In the absence of the Committee chair, the Committee vice-chair shall preside at Committee meetings. The Committee vice-chair shall succeed to the office of the Committee chair, should it be vacated before the end of a term, and shall assist the Committee chair in the discharge of the Committee chair's duties.

Each Committee shall make recommendations to the Board of Directors concerning any matter referred to it by the Board of Directors.

Section 5. Executive Committee.

To improve efficiency of the Regional Council's operations, there shall be a three (3) person Executive Committee of the Board of Directors, initially comprised of the Board of Director's Chair, Vice-Chair and Secretary. For a period not more than one year from the date of the Effective Date, the Executive Committee shall have the authority to do all things necessary and appropriate to facilitate the creation, organization, and commencement of the operations of COAAA.

Thereafter, the Executive Committee members shall be appointed by the Chair. The Executive Director shall provide staff of the Regional Council for use by the Executive Committee and assist it as may be requested. The Executive Committee shall meet in between regular Board meetings as noticed by the Chair in accordance with these Bylaws, and shall have all powers of the Board of Directors to act as provided in these Bylaws.

Section 6. Employees and Consultants.

The Board of Directors shall approve the employment of the Executive Director of the Regional Council. In addition, the Board of Directors may approve employment of other persons and may contract for the services of independent contractors, consultants, legal counsel, or experts as the Board of Directors or the Executive Director deems necessary or appropriate for the proper operation and administration of the Regional Council and its Programs. Any staff employed by the Regional Council shall be determined by the Executive Director to have the educational background and work experience necessary to discharge the duties assigned to that person. The Board of Directors shall review the salaries, benefits, work and disciplinary rules for the Regional Council's staff. The Board of Directors of the Regional Council shall designate the Executive Director to be responsible for the supervision of the Regional Council's staff. The salaries and independent contractors, consultants, legal counsel, or experts shall be paid either as Costs or Program expenses from their respective accounts as determined by the Executive Director in consultation with the Board of Directors.

Section 7. Equipment and Facilities.

The Regional Council may purchase, lease, or otherwise provide supplies, materials, equipment, and facilities as it deems necessary and appropriate to carry out its Programs. The Regional Council shall comply, to the extent applicable, with the provisions of the Ohio Revised Code with respect to the procedures for bidding and letting of contracts for the acquisition, repair, or improvement of its facilities, equipment, and supplies. The Executive Director, the Chair, or some other person at the direction of and on behalf of the Board of Directors shall enter into all contracts or leases for supplies, materials, equipment, or facilities of the Regional Council.

Section 8. Membership Fee Payments by Members.

There may be a need to charge and collect a fee from the Members of the Regional Council to support the operational costs of the Regional Council (the "Membership Fee"). If necessary, the Membership Fee will be determined by the Council at its annual meeting.

There will be no Membership Fees due or owed until at least January 1, 2028. On or before each annual meeting of the Council, the Board of Directors shall: (a) submit to the Council a written estimate of the Membership Fee to be assessed to each Member if a Membership Fee is to be collected, and (b) submit to each Member an estimate of each Member's Membership Fee. Any Membership Fee to be assessed on Members shall be determined by the Board of Directors. The estimates shall be presented in enough detail so that the Council can determine their sufficiency.

If a Membership Fee is to be paid by the Members, each Member shall include its share of the Costs in its annual appropriations (pursuant to Ohio Revised Code Chapter 5705). Each Member shall thereafter remit its Membership Fee to the Fiscal Agent Officer.

Failure by a Member to appropriate and remit its Membership Fee pursuant to these Bylaws within sixty (60) days after the same shall become due may be deemed a withdrawal by such Member pursuant to Section 6 of the CoG Agreement unless the Member has petitioned the

Board of Directors for an extension of time for payment, and the Board of Directors has, by resolution, approved an extension to a specific date.

The Fiscal Agent Officer shall not have the power to incur obligations for Costs in an amount which exceeds the total unspent amount appropriated for Costs, except as may be permitted by law.

Section 9. Conduct of Meetings.

All meetings provided for in these Bylaws shall be conducted in accordance with the latest edition of Robert's Rules of Order, Revised unless otherwise directed by these Bylaws or by resolution of the Council or the Board of Directors, with respect to the meetings of each of those bodies and any advisory committee, or as otherwise required by law. The chair of each of those bodies shall be the parliamentary procedure officer and his or her decisions with respect to matters of parliamentary procedure shall be final.

Section 10. Amendments.

These Bylaws may be modified, amended or supplemented in any respect upon approval of the modification, amendment or supplement by at least two-thirds (2/3) of the Members in attendance at the Council meeting regarding same, and the approved amendment, modification, or supplement shall only thereupon become binding upon all Members.

Section 11. Initial Operation of the Regional Council.

In the first Fiscal Year of the Regional Council's operation, actions required by these Bylaws to be taken at the annual meeting of the Council or the first meeting of the Board of Directors shall be taken at the initial meeting of the Council or as soon as practical after the effective date of the establishment of the Regional Council.

REGIONAL COUNCIL OF GOVERNMENTS FOR THE CENTRAL OHIO AREA
AGENCY ON AGING (COAAA)

Prosecutor's Approval Page

Resolution No.

A Resolution Authorizing Fairfield County to Enter into the Regional Council of Governments for the Central Ohio Area Agency on Aging (COAAA), and Authorizing the Execution and Delivery of an Agreement Establishing the COAAA as a Regional Council of Governments and Approving the Bylaws of the Regional Council of Governments for the Central Ohio Area Agency on Aging

(Fairfield County Commissioners)

Approved as to form on 7/9/2025 1:57:39 PM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2025-07.15.a

A Resolution Authorizing Fairfield County to Enter into the Regional Council of Governments for the Central Ohio Area Agency on Aging (COAAA), and Authorizing the Execution and Delivery of an Agreement Establishing the COAAA as a Regional Council of Governments and Approving the Bylaws of the Regional Council of Governments for the Central Ohio Area Agency on Aging

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution Appointing a Fairfield County Member Representative to the Council, and Directors to the Board of Directors, to the Regional Council of Governments for the Central Ohio Area Agency on Aging

WHEREAS, Ohio Revised Code Chapter 167 provides, in general, that the governing bodies of any two (2) or more political subdivisions may enter into an agreement establishing a regional council of governments (CoG) for the purposes of promoting cooperative arrangements and agreements among its members and between its members and government agencies or private persons or entities, performing functions and duties which its members can perform and addressing problems of mutual concerns; and

WHEREAS, the Central Ohio Area Agency on Aging (COAAA) has been designated by the Ohio Department of Aging as the area agency on aging under Ohio Revised Code Section 173.011 and 45 C.F.R. 1321.19 and as the PASSPORT Administrative Agency for the Designated Planning and Service Area comprised of the eight (8) central Ohio counties of Delaware, Fairfield, Fayette, Franklin, Licking, Madison, Pickaway and Union; and

WHEREAS, the COAAA is transitioning from operation within the City of Columbus, Ohio to a stand-alone regional CoG organized under Ohio Revised Code Chapter 167 to: better serve older adults and individuals with disabilities in its eight (8) county central Ohio Designated Planning and Service Area, further expand its service models, launch innovative programs to meet emerging community needs through regional cooperative arrangements, and comply with all applicable state and federal laws and regulations; and

WHEREAS, by joining the COAAA, Fairfield County, Ohio ("County") will be able to act jointly with other member political subdivisions in the eight (8) county central Ohio Designated Planning and Service Area to better serve the needs of older adults and individuals with disabilities through a regional cooperative organization.

A Resolution Appointing a Fairfield County Member Representative to the Council, and Directors to the Board of Directors, to the Regional Council of Governments for the Central Ohio Area Agency on Aging

WHEREAS, by a resolution adopted by the Fairfield County Board of Commissioners ("Board"), the Board authorized the County to (i) join COAAA, (ii) execute the Agreement Establishing the Regional Council of Governments for the Central Ohio Area Agency on Aging ("CoG Agreement"), and (iii) adopt bylaws for COAAA; and

WHEREAS, in accordance with the requirements of Chapter 167 of the Ohio Revised Code and the CoG Agreement, the Board must designate a person to serve as the representative of the County on the governing body of the COAAA ("Council") who is a member of the Board, an officer of the County chosen by the Board, or an appointee of such officer chosen by the Board ("Member Representative"); and

WHEREAS, in accordance with the Bylaws governing the regional council of governments for the COAAA, the Board must designate three people (based on the population of the county) to serve as Directors to the Board of Directors, serving a two year term.

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

Section 1. The Board designates the Fairfield County Administrator to serve as its Member Representative on the Council for the regional council of governments for the Central Ohio Area Agency on Aging.

Section 2. The Board appoints JFS Director, Corey Clark, The Senior Hub/Meals on Wheels of Fairfield County Director, Anna Tobin, and JFS Protective Services Screening and Operations Manager, Elyssa Wanosik, to serve a two year term as Directors to the Board of Directors for the regional council of governments for the Central Ohio Area Agency on Aging.

A Resolution Appointing a Fairfield County Member Representative to the Council, and Directors to the Board of Directors, to the Regional Council of Governments for the Central Ohio Area Agency on Aging

Section 3. It is found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were adopted in open meetings of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 3. This Resolution shall be in full force and effect immediately upon its adoption and approval by the Board.

Prosecutor's Approval Page

Resolution No.

A Resolution Appointing a Fairfield County Member Representative to the Council of the Regional Council of Governments for the Central Ohio Area Agency on Aging

(Fairfield County Commissioners)

Approved as to form on 7/9/2025 1:58:23 PM by Amy Brown-Thompson,

A handwritten signature in blue ink that reads "Amy Brown-Thompson". The signature is written in a cursive, flowing style.

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

Resolution No. 2025-07.15.b

A Resolution Appointing a Fairfield County Member Representative to the Council, and Directors to the Board of Directors, to the Regional Council of Governments for the Central Ohio Area Agency on Aging

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution to Reappoint Ms. Alysha Blagg to the Fairfield County ADAMH Board

WHEREAS, Ms. Alysha Blagg was appointed to serve the remainder of an unexpired 4-year term, beginning February 15, 2022, on the Fairfield County ADAMH Board by resolution 2022-02.15.c; and

WHEREAS, ORC section 340.02 (G) states that board member terms should expire on June 30, and should not exceed four years; and

WHEREAS, resolution 2023-03.14.b appointed Ms. Alysha Blagg' with the correct expiration term of June 30, 2025.

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

Section 1. That the Fairfield County Board of Commissioners hereby reappoints Ms. Alysha Blagg to the Fairfield County ADAMH Board.

Section 2. That this reappointment is effective July 1, 2025, expiring June 30, 2029.

Prepared by: Rochelle Menningen

Resolution No. 2025-07.15.c

A Resolution to Reappoint Ms. Alysha Blagg to the Fairfield County ADAMH Board
(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution to Approve the Reappointment of Ms. Tracy Freeman to the ADAMH Board

WHEREAS, new rules in Ohio Revised Code 340.02, effective October 3, 2023, have deemed it necessary for the Fairfield County Board of Commissioners to appoint an Ohio Department of Mental Health and Addiction Services appointment to the Fairfield County ADAMH Board; and

WHEREAS, the Ohio Department of Mental Health and Addiction Services appointed Mary Schwader on September 13, 2021, and her term was set to expire on June 30, 2025; and

WHEREAS, Mary Schwader resigned her position on the ADAMH Board and Tracy Freeman was appointed to fill the vacant position until June 30, 2025.

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

Section 1. That the Fairfield County Board of Commissioners hereby reappoints Ms. Tracy Freeman to the Fairfield County ADAMH Board.

Section 2. That this reappointment is effective July 1, 2025, expiring June 30, 2029.

Prepared by: Rochelle Menningen

Signature Page

Resolution No. 2025-07.15.d

A Resolution to Approve the Reappointment of Ms. Tracy Freeman to the ADAMH Board

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution approving an account to account transfer in a major object expense category for Human Resources, General Fund# 1001.

WHEREAS, appropriations are needed for the employee recognition event and the Power Event; and

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

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

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

From: 12100107 contractual services
To: 12100107 materials & supplies

A resolution approving an account to account transfer in a major object expense category for Human Resources, General Fund# 1001.

For Auditor's Office Use Only:

Section 1.

\$ 5,000

FROM: 12100107 530000
TO: 12100107 561000

Signature Page

Resolution No. 2025-07.15.e

A resolution approving an account to account transfer in a major object expense category for Human Resources, General Fund# 1001.

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Auditor/Real Estate Assessment; Fund # 2022 REA

WHEREAS, additional appropriations are needed in the major expenditure object category for 2022-REA; 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:

\$70,000 10202200 - Contract Services

Prepared by: Beverly Hoskinson
cc: David Burgei - Auditor

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

\$70,000.00

10202200 530000 contract services

Signature Page

Resolution No. 2025-07.15.f

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Auditor/Real Estate Assessment; Fund # 2022 REA

(Fairfield County Auditor- Finance)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing a memo expense memo receipt for the General Fund 2% administration fee for managing the county self-insurance program, Fund# 5376 TO GENERAL #1001 – Fairfield County Auditor

WHEREAS, the Auditor Finance Department manages agency fund #5376, the Self-Funded Health Insurance fund; and

WHEREAS, the general fund is to be reimbursed a 2% administration fee for management of the fund and program; and

WHEREAS, the 2% administration fee for April through June 2025 for \$95,630.75; and

WHEREAS, a memo expense memo receipt will move the administration fee to the General Fund; 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:

00100110 434100 General Government Legislative/Executive \$95,630.75

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 paying the General Fund its two percent Administrative Fee.

Memo expenditure as referenced below:

12537600 580111 Health Insurance Admin \$95,630.75

Prepared by: Kit Burley
cc: Staci Knisley, Commissioners Office

Account Detail History



2025 Period 4 to 6
Entry Date On or After: 1/1/1900
Include Entries: No Selection

Year	Pe r	Journal	Src	Eff Date	Reference 1	Reference 2	Reference 3	Check #	OB	Debits	Credits	Net Change
<u>12537600 434501</u>					PREM ER&EE HEALTH/RX					1,003.03	4,776,518.09	(4,775,515.06)
2025	4	140	PRJ	4/4/2025	2507	12507	7			7.39		7.39
2025	4	140	PRJ	4/4/2025	2507	12507	7				669,344.65	-669,337.26
2025	5	761	PRJ	5/16/2025	2510	12510	0				681,130.31	-1,350,467.57
2025	5	1552	PRJ	5/30/2025	2511	12511	1			4.22		-1,350,463.35
2025	5	1552	PRJ	5/30/2025	2511	12511	1				671,573.46	-2,022,036.81
2025	6	386	GEN	6/6/2025	EXPADJ	12201814	12537600				8.44	-2,022,045.25
2025	6	1084	GEN	6/23/2025	ADJ	PRADJ	PRADJ			842.71		-2,021,202.54
2025	6	1280	PRJ	6/27/2025	2513	12513	3				667,929.78	-2,689,132.32
2025	4	99	PRJ	4/4/2025	2507E	72507E	7E				17,012.23	-2,706,144.55
2025	4	975	PRJ	4/18/2025	2508	12508	8				666,331.97	-3,372,476.52
2025	4	977	PRJ	4/21/2025	2508E	72508E	8E				17,014.34	-3,389,490.86
2025	5	93	PRJ	5/2/2025	2509	12509	9				660,371.51	-4,049,862.37
2025	5	175	PRJ	5/6/2025	2509E	72509E	9E				17,012.23	-4,066,874.60
2025	5	1037	PRJ	5/21/2025	2510E	72510E	0E				17,014.34	-4,083,888.94
2025	6	165	PRJ	6/6/2025	2511E	72511E	1E				17,012.23	-4,100,901.17
2025	6	535	PRJ	6/13/2025	2512	12512	2				657,748.26	-4,758,649.43
2025	6	886	PRJ	6/20/2025	2512E	72512E	2E				17,014.34	-4,775,663.77
2025	6	1351	API	6/30/2025	111111		761022	5430633		148.71		-4,775,515.06
<u>12537600 434502</u>					PREM EE SELF PAY HEALTH/RX					0.00	6,022.20	(6,022.20)
2025	4	1149	CRP	4/17/2025	1204	1042139					1,759.55	-1,759.55

Account Detail History



2025 Period 4 to 6
Entry Date On or After: 1/1/1900
Include Entries: No Selection

Year	Per	Journal	Src	Eff Date	Reference 1	Reference 2	Reference 3	Check #	OB	Debits	Credits	Net Change
2025	5	285	CRP	5/5/2025	1204	1044728					148.71	-1,908.26
2025	5	889	CRP	5/14/2025	1204	1046059					1,759.55	-3,667.81
2025	6	292	CRP	6/4/2025	1204	1050009					148.71	-3,816.52
2025	6	492	CRP	6/9/2025	1204	1050762					148.71	-3,965.23
2025	6	667	CRP	6/11/2025	1204	1051154					1,759.55	-5,724.78
2025	6	735	CRP	6/12/2025	1204	1051271					148.71	-5,873.49
2025	6	1521	CRP	6/30/2025	1204	1054371					148.71	-6,022.20
										1,003.03	4,782,540.29	(4,781,537.26)

$4,781,537.26 * 0.02 = 95,630.75$

Resolution No. 2025-07.15.g

A resolution authorizing a memo expense memo receipt for the General Fund 2% administration fee for managing the county self-insurance program, Fund# 5376 to GENERAL #1001 - Fairfield County Auditor

(Fairfield County Auditor- Payroll)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve a memo exp./ memo receipt for the cost of transportation for individuals paid to Fairfield County Transit as a memo expenditure for fund# 2060 - Fairfield County Board of Developmental Disabilities

WHEREAS, FCBDD is responsible for paying for June transportation costs for individuals to Fairfield County Transit; 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:

12290800 434000 Charge Code 4160 Grant PT000 \$745.20
12290854 434000 Charge Code 4160A Grant PT000 \$82.80

This amount represents monies owed to Fairfield County Transit, for transportation costs for individuals and paid by FCBDD to Fairfield County Transit 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 Fairfield County Transit for FCBDD's portion of June transportation costs which FCBDD is responsible.

Memo expenditure as referenced in supporting documentation:

Vendor #5672 Fairfield County Transit

Account: 52676801 550080
Amount: \$828.00

Prepared by: Cathy Anderson, Fiscal Officer
cc: Aaron Kennedy, Fairfield County Transit

*Email: maria.gymnaziou@ethz.ch

Website: <http://www.earthlink.net/~chabaz/> "Artist"

Invoice #:	7125
Invoice Date:	7/1/2025
Terms:	30 Days
Due Date:	7/31/2025

Due Date: 7/31/2025

[illegible]

Anderson, Cathy Jo

From: Martin, Courtney G
Sent: Tuesday, July 1, 2025 9:09 AM
To: Anderson, Cathy Jo
Cc: Kennedy, Aaron T
Subject: June Invoice
Attachments: Board of DD June 2025.xlsx

Good morning,

Attached is the invoice for June 2025 trips. Please let me know if you have any questions.

90% will go into Org Code 12290800 Object Code 434000 Charge Code 4160 Grant PT000 (\$745.20)
10% will go into Org Code 12290854 Object Code 434000 Charge Code 4160A Grant PT000(\$82.80)

Thanks!

Courtney

Courtney Martin

Transit Coordinator | Fairfield County Transit



746 Lawrence St.
Lancaster, OH
43130



740-681-5086 (t)
Ex. 2206 (t)
740-681-5088 (f)



<https://fairfieldcountyohio.gov>



courtney.martin@fairfieldcountyohio.gov

Resolution No. 2025-07.15.h

A resolution to approve a memo exp./ memo receipt for the cost of transportation for individuals paid to Fairfield County Transit as a memo expenditure for fund# 2060 - Fairfield County Board of Developmental Disabilities

(Fairfield County Board of Developmental Disabilities)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to appropriate from unappropriated in a major expenditure object category EMA Fund 2707/8323 EMPG Grant FY23 and 2090 EMA Fund [EMA]

WHEREAS, additional appropriations are needed in the major expenditure object category for 2707/8323 FY24 EMPG Grant; and

WHEREAS, additional appropriations are needed in the major expenditure object category for 2090 Fund; 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:

12270723 \$10,547.16 Contract Services
12270723 \$10,000.00 Materials and Supplies

Section 2. The Fairfield County Board of Commissioners appropriate from unappropriated into the following category:

12209035 \$15,000.00 Capital Outlay
12209035 \$20,000.00 Contract Services
12209035 \$10,000.00 Materials and Supplies

Prepared by: Christy Noland
cc: EMA

A resolution to appropriate from unappropriated in a major expenditure object category EMA Fund 2707/8323 EMPG Grant FY23 and 2090 EMA Fund

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

12270723 530000 \$10,547.16 Contractual Services
12270723 561000 \$10,000.00 Supplies

2. The Fairfield County Board of Commissioners appropriate from unappropriated into the following category:

12209035 574000 \$15,000.00 Equipment
12209035 530000 \$20,000.00 Contractual Services
12209035 561000 \$10,000.00 Supplies

Prepared by: Christy Noland
cc: EMA

Resolution No. 2025-07.15.i

A resolution to appropriate from unappropriated in a major expenditure object category EMA Fund 2707/8323 EMPG Grant FY23 and 2090 EMA Fund

(Fairfield County Emergency Management Agency)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution to Approve the Contract with Kokosing Construction Company, Inc. for the 2025 Resurfacing Project.

WHEREAS, on June 17, 2025, this Board of Commissioners awarded the Bid for the 2025 Resurfacing Project to Kokosing Construction Company, Inc. for \$1,056,318.79, and

WHEREAS, since the Contract Materials are in order and this Contract Agreement has been approved by the Fairfield County Prosecutor, the County Engineer recommends that this Board of Commissioners sign this Resolution and the Contract Agreement with Kokosing Construction Company, Inc.

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

SECTION 1: that this Board of Commissioners approves the 2025 Resurfacing Project Contract with Kokosing Construction Company, Inc. for \$1,056,318.79 by signing the Contract Agreement and this Resolution for this project to proceed.

SECTION 2: that the Clerk of this Board furnish the County Engineer with the Contract Agreement and Resolution for further processing.

Prepared by: Cheryl Downour
cc: Engineering Department

CONTRACT

This Contract, made this _____ day of _____, 2025, between the Fairfield County Commissioners, hereinafter called the Owner, and Kokosing Construction Company, Inc. and its successors, executors, administrators and assigns, hereinafter called the Contractor.

WITNESSETH: That the Owner and the Contractor for the consideration stated herein agree as follows:

ARTICLE I: Scope of the Work - The Contractor shall perform within the time stipulated, the Contract as herein defined of which this agreement is a component part and everything required to be performed and shall provide and furnish any and all of the labor and materials together with all tools, equipment and all utility and transportation services necessary to perform the Contract and complete in a workmanlike manner all the work covered by the Contract in connection with the Owner's Project identified as: 2025 Resurfacing Project in strict conformity with the Proposal, Plans, and Specifications including any and all Addenda issued by the Owner with the other Contract Documents.

It is agreed that said labor, materials, tools, equipment, and services shall be furnished by the Contractor and the Contract performed and completed under the direction and supervision and subject to the approval of the Owner or its authorized representatives.

ARTICLE II: Unit Prices - The Owner shall pay to the Contractor, as full consideration for performance of the Contract, an amount computed upon the basis of the Quantity of work actually performed at the unit price bids in the Proposal Form.

It is understood that the quantities stated for the unit price bids are approximate only and are subject to either increase or decrease; and should the quantity of any item of the unit price work be increased, the Contractor shall perform the additional work at the unit price bid in the Proposal, and should the quantity be decreased, payment will be made on actual quantities completed at the unit price bid in the Proposal, and the Contractor will make no claim for anticipated profits for any decrease in quantities. Actual quantities will be determined upon completion of the work.

ARTICLE III: Performance Bond - The Contractor shall furnish an acceptable Performance Bond in the amount of One Hundred Percent (100%) of the amount Bid at the time of signing of this Contract.

ARTICLE IV: Prevailing Wage - The Contractor shall pay the Prevailing Wage on this Contract and in accordance with all Prevailing Wage Laws in this area.

ARTICLE V: Failure to Complete on Time - If the Contractor fails to complete the work within the time allowed, must be completed not later than October 17, 2025, the Owner for each Calendar Day that any work shall remain uncompleted after the Contract completion date shall charge liquidated damages, from money due the Contractor, per the State of Ohio Department of Transportation Construction and Material Specifications Book specified in the General Specifications document included with this contract. The Owner may waive such portions of the liquidated damages as may accrue after the work is in condition for safe and convenient use by the Public.

ARTICLE VI: The Contractor covenants and agrees that this Contract shall consist of the documents as listed below which are attached hereto, incorporated herein by reference and made a part hereof:

- The Contract
- The Construction Plans
- The Bid Proposal
- General Specifications
- Performance and Payment Bond
- Non-Collusion Affidavit
- Certificates
- Experience Record
- Affidavit of Personal Property Tax Liability
- Affidavit of Lien Release
- Anti-Alcohol/Drug Policy
- General Conditions
- Prevailing Wage Determination
- Request for Taxpayer ID Number and Certification (W-9)
- Specifications/Location Plans

ARTICLE VII: In consideration of the premises and in accordance with the provisions of Article 30 of the General Conditions, the Owner agrees to pay to the Contractor the appropriate sum of one million, fifty-six thousand, three hundred eighteen dollars & 79/100 (\$1,056,318.79) upon completion of 2025 Resurfacing Project after inspection and acceptance by the Owner.

ARTICLE VIII: The Contractor further covenants and agrees that he shall give the Owner no less than forty-eight (48) hours (working days - County calendar) written notice of occupying the construction site necessitating road closure. Notice to proceed shall be the date of receipt of the Contract signed by the County Commissioners.

The Contractor further covenants and agrees that in the hiring of employees for the performance of work under this Contract or any subcontract, no Contractor or Subcontractor or any person acting on his behalf, shall, by reason of race, creed, or color, discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the work to which the employment relates, and, further, that no Contractor, Subcontractor, nor any person acting on his behalf, shall, in any manner discriminate against or intimidate the employee hired for the performance of work under this Contract on account of race, creed or color.

ARTICLE IX: Both parties hereto agree that the provisions of Chapter 4115, Ohio Revised Code, and RELATED SECTIONS, shall be complied with, in all respects under this Contract.

IN WITNESS WHEREOF: The parties hereto have caused their names to be affixed by their duly authorized officers and caused their corporate seals to be affixed hereto.

OWNER: FAIRFIELD COUNTY COMMISSIONERS

BY:

Jeffrey M. Fix
President

Steven A. Davis
Commissioner

David L. Levacy
Commissioner

CONTRACTOR:

Kokosing Construction Company, Inc.

BY (signature):



BY (print name):

Troy C. Hargis, P.E., Vice President

ADDRESS:

6235 Westerville Road

Westerville, OH 43081

TELEPHONE:

614-228-1029

FAX:

740-957-9227

E-MAIL:

csebenoler@kokosing.biz Curtis Sebenoler, P.E., Sr. Area Manager

CERTIFICATES

The hereto attached Performance and Payment Bond being good and sufficient is accepted this _____ day of _____, 2025.

FAIRFIELD COUNTY BOARD OF COMMISSIONERS:

Jeffrey M. Fix
President

Steven A. Davis
Commissioner

David L. Levacy
Commissioner

CERTIFICATE OF COUNTY AUDITOR

I HEREBY CERTIFY that funds are available, or are in the process of collection from the Motor Vehicle Fund and/or 1/2-mill Levy Fund, in the amount of \$1,056,318.79. This figure has been lawfully appropriated, or authorized or directed for the 2025 Resurfacing Project free from any obligation.

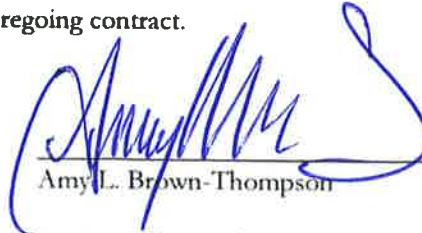


Carri L. Brown
Fairfield County Auditor

Dated at Lancaster, Ohio: July 1, 2025

CERTIFICATE OF PROSECUTING ATTORNEY

I HEREBY APPROVE the form of the foregoing contract.



Amy L. Brown-Thompson

Assistant Prosecuting Attorney

Date: July 2, 2025

Signature Page

Resolution No. 2025-07.15.j

A Resolution to Approve the Contract with Kokosing Construction Company, Inc. for the 2025 Resurfacing Project.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution to Approve the Notice to Commence for the 2025 Resurfacing Project.

WHEREAS, by Resolution on June 17, 2025, this Board of Commissioners awarded a Contract to Kokosing Construction Company, Inc.; 6235 Westerville Road; Westerville, OH 43081, in the amount of \$1,056,318.79 for the 2025 Resurfacing Project.

WHEREAS, Section 1311, Ohio Revised Code requires the Public Authority to prepare a Notice of Commencement prior to commencement of performance, and

WHEREAS, the County Engineer is requesting the attached Notice be signed by the President of the Board of Commissioners.

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

SECTION 1: that this Board of Commissioners resolves to, and does hereby, authorize its President to sign the required Notice of Commencement in the matter of the 2025 Resurfacing Project.

SECTION 2: that the Clerk of this Board furnish the County Engineer with a signed copy of the Recorded Resolution for further processing.

Prepared by: Cheryl Downour
cc: Engineering Department

NOTICE OF COMMENCEMENT
(Section 1311.04 and 1311.252, Ohio Revised Code)

STATE OF OHIO:

SS

COUNTY OF FAIRFIELD:

Now comes the Board of Commissioners of Fairfield County Ohio by Jeffrey M. Fix, its President, who after being duly cautioned and sworn, states the following in connection with the 2025 Resurfacing Project:

1. The Public Improvement under construction is the resurfacing of various roadways.
2. The name, address, and capacity of the Owner of the real property contracting for the improvement is the Board of Commissioners of Fairfield County Ohio; 210 East Main Street; Room 301; Lancaster, Ohio 43130-3879.
3. The name and address of the fee owner of said real property is the Board of Commissioners of Fairfield County Ohio; 210 East Main Street; Room 301; Lancaster, Ohio 43130-3879.
4. The name, address, and trade of the principal Contractor is: Kokosing Construction Company, Inc.; 6235 Westerville Road; Westerville, OH 43081, whose principal trade is that of road contractor.

5. The fee owner of said property has no designee.
6. The date the public authority first executed a contract with the principal Contractor for the public improvement was June 17, 2025.
7. There are currently no lending institutions providing financing for this improvement.
8. The name and address of the surety on the bond guaranteeing payment of the original Contractor's obligations under the contract for this improvement is Liberty Mutual Insurance; 175 Berkeley Street; Boston, MA 02116.
9. To Lien Claimants and Subsequent Purchasers: Take notice that labor or work is about to begin on, or materials are about to be furnished for, an improvement to the real estate described in this instrument. A person having a mechanics' lien may preserve the lien by proving a Notice of Furnishing to the above-named designee and his original Contractor, if any, by timely recording an affidavit pursuant to Section 1311.06 of the Ohio Revised Code. A copy of this notice may be obtained upon making a written request by certified mail to the above-named owner, part owner, lessee, designee, or the person with whom you have contracted.
10. The name and address of the person preparing this notice is Amy Brown-Thompson, Assistant Prosecuting Attorney for Fairfield County Ohio; 239 W. Main Street; Suite 101; Lancaster, Ohio 43130.

11. The foregoing information is true and accurate to the best of my knowledge and belief.

12. Further affiant sayeth naught.

Jeffrey M. Fix
The Board of Commissioners of
Fairfield County Ohio, Affiant

Be it remembered, that on this _____ day of _____, 2025, before me, the subscriber, a notary public, in and for said state, personally came Jeffrey M. Fix, President of the Board of Commissioners of Fairfield County Ohio, affiant in the foregoing Affidavit, who acknowledged that signing thereof to be his individual voluntary act and deed and the voluntary act and deed of the Board of Commissioners of Fairfield County Ohio.

In testimony thereof, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

Notary Public – State of Ohio

Signature Page

Resolution No. 2025-07.15.k

A Resolution to Approve the Notice to Commence for the 2025 Resurfacing Project.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution to Approve the Contract with Pavement Maintenance Systems LLC for the 2025 Microsurfacing Project.

WHEREAS, on June 17, 2025, this Board of Commissioners awarded the Bid for the 2025 Microsurfacing Project to Pavement Maintenance Systems LLC for \$268,602.87, and

WHEREAS, since the Contract Materials are in order and this Contract Agreement has been approved by the Fairfield County Prosecutor, the County Engineer recommends that this Board of Commissioners sign this Resolution and the Contract Agreement with Pavement Maintenance Systems LLC.

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

SECTION 1: that this Board of Commissioners approves the 2025 Microsurfacing Project Contract with Pavement Maintenance Systems LLC for \$268,602.87 by signing the Contract Agreement and this Resolution for this project to proceed.

SECTION 2: that the Clerk of this Board furnish the County Engineer with the Contract Agreement and Resolution for further processing.

Prepared by: Cheryl Downour

cc: Engineering Department

CONTRACT

This Contract, made this _____ day of _____, 2025, between the Fairfield County Commissioners, hereinafter called the Owner, and Pavement Maintenance Systems LLC and its successors, executors, administrators and assigns, hereinafter called the Contractor.

WITNESSETH: That the Owner and the Contractor for the consideration stated herein agree as follows:

ARTICLE I: Scope of the Work - The Contractor shall perform within the time stipulated, the Contract as herein defined of which this agreement is a component part and everything required to be performed and shall provide and furnish any and all of the labor and materials together with all tools, equipment and all utility and transportation services necessary to perform the Contract and complete in a workmanlike manner all the work covered by the Contract in connection with the Owner's Project identified as: 2025 Microsurfacing in strict conformity with the Proposal, Plans, and Specifications including any and all Addenda issued by the Owner with the other Contract Documents.

It is agreed that said labor, materials, tools, equipment, and services shall be furnished by the Contractor and the Contract performed and completed under the direction and supervision and subject to the approval of the Owner or its authorized representatives.

ARTICLE II: Unit Prices - The Owner shall pay to the Contractor, as full consideration for performance of the Contract, an amount computed upon the basis of the Quantity of work actually performed at the unit price bids in the Proposal Form.

It is understood that the quantities stated for the unit price bids are approximate only and are subject to either increase or decrease; and should the quantity of any item of the unit price work be increased, the Contractor shall perform the additional work at the unit price bid in the Proposal, and should the quantity be decreased, payment will be made on actual quantities completed at the unit price bid in the Proposal, and the Contractor will make no claim for anticipated profits for any decrease in quantities. Actual quantities will be determined upon completion of the work.

ARTICLE III: Performance Bond - The Contractor shall furnish an acceptable Performance Bond in the amount of One Hundred Percent (100%) of the amount Bid at the time of signing of this Contract.

ARTICLE IV: Prevailing Wage - The Contractor shall pay the Prevailing Wage on this Contract and in accordance with all Prevailing Wage Laws in this area.

ARTICLE V: Failure to Complete on Time - If the Contractor fails to complete the work within the time allowed, must be completed not later than October 17, 2025, the Owner for each Calendar Day that any work shall remain uncompleted after the Contract completion date shall charge liquidated damages, from money due the Contractor, per the State of Ohio Department of Transportation Construction and Material Specifications Book specified in the General Specifications document included with this contract. The Owner may waive such portions of the liquidated damages as may accrue after the work is in condition for safe and convenient use by the Public.

ARTICLE VI: The Contractor covenants and agrees that this Contract shall consist of the documents as listed below which are attached hereto, incorporated herein by reference and made a part hereof:

- The Contract
- The Construction Plans
- The Bid Proposal
- General Specifications
- Performance and Payment Bond
- Non-Collusion Affidavit
- Certificates
- Experience Record
- Affidavit of Personal Property Tax Liability
- Affidavit of Lien Release
- Anti-Alcohol/Drug Policy
- General Conditions
- Prevailing Wage Determination
- Request for Taxpayer ID Number and Certification (W-9)
- Specifications/Location Plans

ARTICLE VII: In consideration of the premises and in accordance with the provisions of Article 30 of the General Conditions, the Owner agrees to pay to the Contractor the appropriate sum of two hundred sixty-eight thousand, six hundred two dollars & 87/100 (\$268,602.87) upon completion of 2025 Microsurfacing Project after inspection and acceptance by the Owner.

ARTICLE VIII: The Contractor further covenants and agrees that he shall give the Owner no less than forty-eight (48) hours (working days - County calendar) written notice of occupying the construction site necessitating road closure. Notice to proceed shall be the date of receipt of the Contract signed by the County Commissioners.

The Contractor further covenants and agrees that in the hiring of employees for the performance of work under this Contract or any subcontract, no Contractor or Subcontractor or any person acting on his behalf, shall, by reason of race, creed, or color, discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the work to which the employment relates, and, further, that no Contractor, Subcontractor, nor any person acting on his behalf, shall, in any manner discriminate against or intimidate the employee hired for the performance of work under this Contract on account of race, creed or color.

ARTICLE IX: Both parties hereto agree that the provisions of Chapter 4115, Ohio Revised Code, and RELATED SECTIONS, shall be complied with, in all respects under this Contract.

IN WITNESS WHEREOF: The parties hereto have caused their names to be affixed by their duly authorized officers and caused their corporate seals to be affixed hereto.

OWNER: FAIRFIELD COUNTY COMMISSIONERS

BY:

Jeffrey M. Fix
President

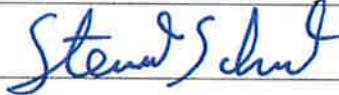
Steven A. Davis
Commissioner

David L. Levacy
Commissioner

CONTRACTOR:

Pavement Maintenance Systems, LLC

BY (signature):



BY (print name):

Stewart E. Schwikert

ADDRESS:

384 Industrial Parkway
Imlay City, MI 48444

TELEPHONE:

(810) 724-4767

FAX:

(810) 724-4524

E-MAIL:

StewartS@pavementmaintenancesystems.com

CERTIFICATES

The hereto attached Performance and Payment Bond being good and sufficient is accepted this _____ day of _____, 2025.

FAIRFIELD COUNTY BOARD OF COMMISSIONERS:

Jeffrey M. Fix
President

Steven A. Davis
Commissioner

David L. Levacy
Commissioner

CERTIFICATE OF COUNTY AUDITOR

I HEREBY CERTIFY that funds are available, or are in the process of collection from the Motor Vehicle Fund and/or 1/2-mill Levy Fund, in the amount of \$268,602.87. This figure has been lawfully appropriated, or authorized or directed for the 2025 Microsurfacing Project free from any obligation.



Carri L. Brown
Fairfield County Auditor

Dated at Lancaster, Ohio:

July 1, 2025

CERTIFICATE OF PROSECUTING ATTORNEY

I HEREBY APPROVE the form of the foregoing contract.



Amy L. Brown-Thompson

Assistant Prosecuting Attorney

Date: July 9, 2025

Signature Page

Resolution No. 2025-07.15.I

A Resolution to Approve the Contract with Pavement Maintenance Systems LLC for the 2025 Microsurfacing Project.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2025-07.15.m

A Resolution to Approve the Notice to Commence for the 2025 Microsurfacing Project.

WHEREAS, by Resolution on June 17, 2025, this Board of Commissioners awarded a Contract to Pavement Maintenance Systems LLC; 384 Industrial Parkway; Imlay City, MI 48444, in the amount of \$268,602.87 for the 2025 Microsurfacing Project.

WHEREAS, Section 1311, Ohio Revised Code requires the Public Authority to prepare a Notice of Commencement prior to commencement of performance, and

WHEREAS, the County Engineer is requesting the attached Notice be signed by the President of the Board of Commissioners.

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

SECTION 1: that this Board of Commissioners resolves to, and does hereby, authorize its President to sign the required Notice of Commencement in the matter of the 2025 Microsurfacing Project.

SECTION 2: that the Clerk of this Board furnish the County Engineer with a signed copy of the Recorded Resolution for further processing.

Prepared by: Cheryl Downour
cc: Engineering Department

NOTICE OF COMMENCEMENT
(Section 1311.04 and 1311.252, Ohio Revised Code)

STATE OF OHIO:

SS

COUNTY OF FAIRFIELD:

Now comes the Board of Commissioners of Fairfield County Ohio by Jeffrey M. Fix, its President, who after being duly cautioned and sworn, states the following in connection with the 2025 Microsurfacing Project:

1. The Public Improvement under construction is the micosurfacing of various county roadways.
2. The name, address, and capacity of the Owner of the real property contracting for the improvement is the Board of Commissioners of Fairfield County Ohio; 210 East Main Street; Room 301; Lancaster, Ohio 43130-3879.
3. The name and address of the fee owner of said real property is the Board of Commissioners of Fairfield County Ohio; 210 East Main Street; Room 301; Lancaster, Ohio 43130-3879.
4. The name, address, and trade of the principal Contractor is: Pavement Maintenance Systems LLC; 384 Industrial Parkway; Imlay City, MI 48444, whose principal trade is that of road contractor.

5. The fee owner of said property has no designee.
6. The date the public authority first executed a contract with the principal Contractor for the public improvement was June 17, 2025.
7. There are currently no lending institutions providing financing for this improvement.
8. The name and address of the surety on the bond guaranteeing payment of the original Contractor's obligations under the contract for this improvement is Continental Casualty Company; 151 N. Franklin Street; Chicago, IL 60606.
9. To Lien Claimants and Subsequent Purchasers: Take notice that labor or work is about to begin on, or materials are about to be furnished for, an improvement to the real estate described in this instrument. A person having a mechanics' lien may preserve the lien by proving a Notice of Furnishing to the above-named designee and his original Contractor, if any, by timely recording an affidavit pursuant to Section 1311.06 of the Ohio Revised Code. A copy of this notice may be obtained upon making a written request by certified mail to the above-named owner, part owner, lessee, designee, or the person with whom you have contracted.
10. The name and address of the person preparing this notice is Amy Brown-Thompson, Assistant Prosecuting Attorney for Fairfield County Ohio; 239 W. Main Street; Suite 101; Lancaster, Ohio 43130.

2025-07.15.m

11. The foregoing information is true and accurate to the best of my knowledge and belief.

12. Further affiant sayeth naught.

Jeffrey M. Fix
The Board of Commissioners of
Fairfield County Ohio, Affiant

Be it remembered, that on this _____ day of _____, 2025, before me, the subscriber, a notary public, in and for said state, personally came Jeffrey M. Fix, President of the Board of Commissioners of Fairfield County Ohio, affiant in the foregoing Affidavit, who acknowledged that signing thereof to be his individual voluntary act and deed and the voluntary act and deed of the Board of Commissioners of Fairfield County Ohio.

In testimony thereof, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

Notary Public – State of Ohio

Resolution No. 2025-07.15.m

A Resolution to Approve the Notice to Commence for the 2025 Microsurfacing Project.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Reflections Group Home LLC. and Child Protective Services Department.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of an amendment to add a per diem rate to a previously approved service agreement with Reflections Group Home LLC., 2720 Churchland Ave., Dayton, Ohio 45406; and

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

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

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

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

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

Section 1. That the Fairfield County Board of County Commissioners hereby approves the attached amended Network Placement Service Agreement with Reflections Group Home LLC.

Prepared by: Michele White
cc: JFS / Program Contract Specialist

ROUTING FORM FOR CONTRACTS

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

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

Signed this _____ day of _____, 20_____.

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.***

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2025

Page: 1 of 1

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

Purchase Order # **25001992 - 04**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

**B
I
L
L
T
O**

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

Revisions: 004

**V
E
N
D
O
R**

KRISTIN DRAPER
REFLECTIONS GROUP HOME
5056 GALILEO AVENUE
DAYTON, OH 45426

**S
H
I
P
T
O**

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

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
				2095	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
01/01/2025	17201				JOB & FAMILY SERVICES
NOTES					

BOARD AND CARE

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

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MODIFIED: BOARD AND CARE	1.0	EACH	\$211,000.00	\$211,000.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$211,000.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 01/01/2025

Carri L. Brown

Auditor Fairfield County, OH

Vendor Copy

Total Ext. Price	\$211,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00
Purchase Order Total	\$211,000.00

Ohio Department of Job and Family Services

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

ADDENDA TO AGREEMENT

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

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

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

And Reflections Group Home LLC hereinafter "Provider," whose address is:

Reflections Group Home LLC
2720 Churchland Ave
Dayton, OH 45406

Collectively the "Parties".

Contract ID: 19462431

Originally Dated: 12/01/2024 to 11/30/2025

Ohio Department of Job and Family Services

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

Addenda Number 3:

Addenda Reason: Other

Addenda Begin Date: 12/01/2024

Addenda End Date:

Increased Amount:

Article Name:

Addenda Reason Narrative:

Additional rates for Group Home III

\$500.00 per diem

\$479.00 maintenance

\$21.00 admin.

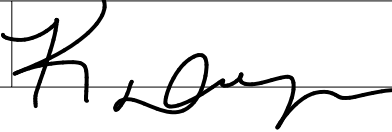
\$700.00 per diem

\$679.00 maintenance

\$21.00 admin.

SIGNATURE OF THE PARTIES

Provider: Reflections Group Home LLC

Print Name & Title	Signature	Date
Kristin Draper, Director		6/25/2025

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date



A Contract regarding Addendum-Reflections Group Home between Job and Family Services and

Approved on 7/9/2025 11:35:57 AM by Sarah Fortner, Deputy Director

Sarah Fortner
Deputy Director

Approved on 7/9/2025 12:42:16 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 Reflections Group Home LLC. and Child Protective Services Department.

(Fairfield County Job and Family Services)

Approved as to form on 7/10/2025 2:06:57 PM by Steven Darnell,

Resolution No. 2025-07.15.n

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Reflections Group Home LLC. and Child Protective Services Department.

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution 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 Board of Commissioners approve the following memo receipt:

71700300- 434410 Reimbursement - \$32.00

This amount represents monies owed to the Health Department for FCJFS's costs paid to the Health Department as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure 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 below:

Vendor # 7482 Fairfield County Health Department

Account: 12207207-533000 Other Professional Services

Amount: \$32.00

Prepared by: Brandi Downhour, Budget Manager

cc: Jamie Ehorn, Fairfield County Health Department

Resolution No. 2025-07.15.o

A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services.

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve a 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 Board of Commissioners approve the following memo receipt:

71700300- 434410 Reimbursement - \$192.00

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 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 below:

Vendor # 7482 Fairfield County Health Department

Account: 12207207-533000 Other Professional Services

Amount: \$192.00

Prepared by: Brandi Downhour, Budget Manager

cc: Jamie Ehorn, Fairfield County Health Department

Resolution No. 2025-07.15.p

A resolution to approve a memo exp./ memo receipt for the costs of Birth
Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072
Public Children's Services

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve a memo exp./ memo receipt for the costs of Bus Passes paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2072 Public Children's Services

WHEREAS, FCJFS is responsible for paying Lancaster- Fairfield Public Transit for their Bus Passes cost; 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:

12290800-433034 Charge Code:4111 Grant:PT000 Reimbursement-\$600.00

This amount represents monies owed to Lancaster-Fairfield Public Transit for FCJFS's cost paid to Lancaster-Public Transit 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 Lancaster-Fairfield Public Transit for FCJFS's Bus Passes cost.

Memo expenditure as referenced in supporting documentation:

Vendor #5672 Fairfield County Transit

Account: 12207207-562600 Materials & Supplies
Amount: \$600.00

Prepared by: Brandi Downhour, Budget Manager

cc: Courtney Martin, Lancaster-Fairfield Public Transit

Fairfield County Transit



746 Lawrence St

P: 740-681-5086

Email: courtney.martin@fairfieldcountyohio.gov

Lancaster Ohio, 43130

F: 740-681-5088

Website: co.fairfield.com/transit/

Bill To
Address
Lancaster Ohio

00000
Main St
000000

00000

Contact
Susan Schaudt
susan.schaudt@co.fairfield.ohio.gov

Invoice #
060225
Invoice Date
06/2/2025
Terms:
30 Days
Due Date:
07/02/2025

060225
06/2/2025
30 Days
07/02/2025

Invoice for
Loop Passes

Note: PLEASE INCLUDE INVOICE # ON CHECK

Pass Type	Description	Qty	Unit Price	Account Code	Price
31 Day	Loop Pass	20	\$ 30.00	Object Code:433034 Org: Code: 12290800 Charge Code: 4111 Grant:PT000	\$ 600.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Make all checks payable to Fairfield County Transit CREDIT CARDS NOT ACCEPTED				Invoice Subtotal	\$ 600.00
				TOTAL	\$ 600.00

Resolution No. 2025-07.15.q

A resolution to approve a memo exp./ memo receipt for the costs of Bus Passes paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2072 Public Children's Services

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Anchored Immense Movement (AIM) 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 Anchored Immense Movement (AIM), 3516 W 8th St., Cincinnati, OH 43205; 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 August 1, 2024 through July 31, 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 Anchored Immense Movement (AIM).

Prepared by: Michele White
cc: JFS / Program Contract Specialist

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2025

Page: 1 of 1

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

Purchase Order # **25001996 - 06**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

**B
I
L
L
T
O**

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

Revisions: 006

**V
E
N
D
O
R**

ANCHORED IMMENSE MOVEMENT,
LLC
3516 W 8TH STREET
CINCINNATI, OH 45205

**S
H
I
P
T
O**

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

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
2099					
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
01/01/2025	17815				JOB & FAMILY SERVICES
NOTES					

BOARD AND CARE

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

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MODIFIED: BOARD AND CARE	1.0	EACH	\$352,500.00	\$352,500.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$352,500.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 01/01/2025

Carri L. Brown

Auditor Fairfield County, OH

Total Ext. Price	\$352,500.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$352,500.00

Vendor Copy

Ohio Department of Job and Family Services

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

ADDENDA TO AGREEMENT

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

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

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

And Anchored Immense Movement (AIM) hereinafter "Provider," whose address is:

Anchored Immense Movement (AIM)
3516 W 8th St
Cincinnati, OH 45205

Collectively the "Parties".

Contract ID: 19442981

Originally Dated: 08/01/2024 to 07/31/2025

Ohio Department of Job and Family Services


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

Addenda Number 2:

Addenda Reason:	Amount
Addenda Begin Date:	08/01/2024
Addenda End Date:	
Increased Amount:	\$600,000.00
Article Name:	Article VIII. Reimbursement for Placement Services
Addenda Reason Narrative:	
Increase of contracted amount of \$100,000.00. The total contracted amount will be \$600,000.00	

SIGNATURE OF THE PARTIES

Provider: Anchored Immense Movement (AIM)

Print Name & Title	Signature	Date
Joy Willis, Administrator		7/8/25

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date

Additional Signatures

Print Name & Title	Signature	Date



**A Contract regarding Addendum-Anchored Immense Movement between
Job and Family Services and**

Approved on 7/9/2025 11:36:07 AM by Sarah Fortner, Deputy Director

Sarah Fortner
Deputy Director

Approved on 7/9/2025 12:42:26 PM 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. ☐ Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. ☐ Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. ☐ County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. ☐ The subject matter was exempt from competitive selection for the following reason(s):
1. ☐ Under \$77,250.00
 2. ☐ State Term #: _____ (copy of State Term Contract must be attached)
 3. ☐ ODOT Term #: _____ (See R.C. 5513.01)
 4. ☐ Professional Services (See the list of exempted occupations/services under R.C. 307.86)
 5. ☐ Emergency (Follow procedure under ORC 307.86(A))
 6. ☐ Sole Source (attach documentation as to why contract is sole source)
 7. ☐ Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☐ Agreement not subject to Sections A-F (explain): _____
- H. ☐ Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. ☐ No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
 2. ☐ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 3. ☐ Obtained 3 quotes for purchases under \$77,250.00 (as applicable)
 4. ☐ Purchase Order is included with Agreement

Signed this _____ day of _____, 20_____.

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.***

Prosecutor's Approval Page

Resolution No.

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Anchored Immense Movement (AIM) and Child Protective Services Department.

(Fairfield County Job and Family Services)

Approved as to form on 7/10/2025 3:59:36 PM by Steven Darnell,

Resolution No. 2025-07.15.r

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Anchored Immense Movement (AIM) and Child Protective Services Department

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Angels Guarding Youth Services, Inc.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with Angels Guarding Youth Services, Inc., 636 Northland Blvd Suite 200, Cincinnati, OH 45240; 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 May 1st, 2025 through April 30th, 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 Angels Guarding Youth Services, 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

Angels Guarding Youth Services, Inc., hereinafter "Provider", whose address is:

Angels Guarding Youth Services, Inc.
636 Northland Blvd 200
Cincinnati, OH 45240

Collectively the "Parties".

Table of Contents

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

RECITALS

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

WHEREAS, the Agency is authorized under ORC Title 51, Chapter [5153.16](#) to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws in the State of Ohio or in the state where the Provider of services is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions; and is licensed, certified or approved to provide services to children and families in accordance with Ohio law or the state where the Provider of services is located.

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

Article I. SCOPE OF PLACEMENT SERVICES

In addition to the services described in Exhibit I-Scope of Work, Provider agrees to provide and shall provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services. If an Agreement and ICCA both exist, the Agreement supersedes.

See Attachment 3 for additional details.

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Requests for Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I- Scope of Work.

Section 1.03 EXHIBITS

The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- A. Exhibit I – Scope of Work;
- B. Exhibit II – Request for Proposals (if applicable);
- C. Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV – Schedule A Rate Information.

Article II. TERM OF AGREEMENT

This Agreement is in effect from **05/01/2025** through **04/30/2026**, 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;
 3. Death of Child;
 4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
 7. School Expulsion / Suspension (formal action by school);
 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
 9. Victim of assault, neglect, physical or sexual abuse; and
 10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
1. When physical restraint is used/applied; and
 2. Medication lapses or errors.
- Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.
- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting

community adjustment.

- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program ([OAC 5101:2-5-17](#), [OAC 5122-30-22](#), [OAC 5122-30-04](#), [OAC 5123:2-3-05](#)).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of [OAC 5101:2-42-67](#) as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with [OAC 5101:2-42-19](#) for all children age fourteen (14) and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in [OAC 5101:2-1-01](#), the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to [OAC 5101:2-5-33](#), [OAC 5101:2-9-02](#) or [OAC 5101:2-9-03](#) has been completed.
- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- T. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
 - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 - 2. To comply with the medical consent process as identified by Agency;
 - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
 - 4. Provide an initial placement medical screening within five working days of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by [OAC 5101:2-42-66.1](#) and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.

- Y. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- Z. The Provider will immediately notify the Agency:
 - 1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
 - 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
 - 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rule violation.
 - 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

See Attachment 2 for additional details.

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per

week basis.

J. The Agency represents:

1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.

K. The Agency will provide information about the child being referred for placement in accordance with [OAC 5101:2-42-90](#). Prior to a child's placement in alternative care or respite, [OAC 5101:2-42-90 \(D\)](#) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:

1. Provider's name, address, telephone number, email address, fax number if available, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
2. Billing date and the billing period.
3. Name of child, date of birth of child, and the child's Ohio Child Welfare Information System (Ohio CWIS) person I.D. number.
4. Admission date and discharge date, if available.
5. Agreed upon per diem for maintenance and the agreed per diem administration; and
6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - a. Case Management; allowable administration cost;
 - b. Transportation, allowable maintenance cost;
 - c. Transportation; allowable administration cost;
 - d. Other Direct Services; allowable maintenance cost;
 - e. Behavioral health care; non-reimbursable cost; and
 - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.

B. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

A. The maximum amount payable pursuant to this contract is **\$500,000.00**.

B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.

C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.

- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
 - 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
 - 2. Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

See Attachment 1 for additional details.

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency

agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.

- C. Upon the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
 - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.

3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Children and Youth (DCY), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.
- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
 1. Ensure the security and confidentiality of data;
 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
 - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
 - b. Firewall protection;
 - c. Encryption of electronic data while in transit from Provider networks to external networks;
 - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;

- e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
 - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
 - J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
 - K. In the event the Provider discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency.

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

Provider shall comply with all of the following including but not limited to:

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with [ORC 2151.86](#), [ORC 5103.0328](#), [ORC 5103.0319](#) and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
 - 1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
 - 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.

3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider certifies that it is in compliance with all applicable federal and State laws and regulations governing fair labor and employment practices.
- K. Provider further agrees to comply with [OAC 5101:9-2-01](#) and [OAC 5101:9-2-05\(A\)\(4\)](#), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, [OAC 5101:9-4-07](#) and [OAC 5101:2-47-23.1](#).

Article XII. INDEPENDENT CONTRACTOR

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered in accordance with this Agreement.

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with [ORC 5103.0323](#).
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in [OAC 5101:2-47-26.2](#) to DCY. Provider agrees that in the event a cost report cannot

be timely filed, an extension shall be requested prior to the December 31st filing deadline.

- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with [OAC 5101:2-47-26.2](#). The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with [ORC 5101.11](#), [ORC 5101.14](#), and [OAC 5101:2-47-01](#).
- E. Upon request from the Agency, the Provider shall submit a copy of the DCY 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
 - 1. [OAC 5101:2-47-11](#): "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
 - 2. [OAC 5101:2-47-26.1](#): "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
 - 3. [OAC 5101:2-47-26.2](#): "Cost Report Agreed Upon Procedures Engagement".
 - 4. DCY 02911 Single Cost Report Instructions.
 - 5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
 - 6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
 - 7. 2 CFR part 200.501, Audit Requirements.

Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:

- 1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
- 2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
- 3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

Article XV. ATTACHMENTS/ADDENDA

This Agreement, Attachments, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written Addendum signed by both parties; however, it is agreed by the parties that any Addenda to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written Addenda. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum to this Agreement is prospective in nature.

Article XVI. NOTICE

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or

registered mail, postage pre-paid:

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

if to Provider, to Angels Guarding Youth Services, Inc.
636 Northland Blvd 200
Cincinnati, OH 45240

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. Concurrence 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 (CORSAs).

Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs,

defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s') employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

- 1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
- 2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
- 3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in [ORC 5153.111\(B\)\(1\)](#), [ORC 2919.24](#), and [ORC 2151.86](#), and [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48](#).
- 4. Provider agrees to be financially responsible for any of the following requirements in [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48](#) resulting in financial penalty due to lack of compliance with the criminal records checks.

B. Transportation of Child

- 1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
 - a. Maintenance of a current valid driver's license and vehicle insurance.
 - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in [ORC 4511.81](#).
 - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
- 2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - a. The individual has a condition which would affect safe operation of a motor vehicle;
 - b. The individual has six (6) or more points on his/her driver's license; or
 - c. The individual has been convicted of, or pleaded guilty to, a violation of section [4511.19](#) (Operating vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

- 1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider

believes the individual has met the rehabilitative standards of [OAC 5101:2-07-02\(I\)](#) as follows:

- a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of [OAC 5101:2-7-02](#) have been met.
 - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with [OAC 5101:2-5-09](#) have been met.
2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.

D. Verification of Job or Volunteer Application:

Provider shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in [OAC 5101:2-7-09](#), [OAC 5101:2-9-21](#), and [OAC 5101:2-9-22](#)

Article XXIV. FINDINGS FOR RECOVERY

[ORC 9.24](#) prohibits public agencies from awarding an Agreement for goods, services, or construction paid for in whole or in part from federal, state and local funds, to an entity against whom a finding for recovery has been issued if the finding is unresolved. By entering into this Agreement, Provider warrants and represents that they do not have an unresolved finding for recovery. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be issued such finding by the Auditor of the State.

Article XXV. PUBLIC RECORDS

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall make available the Agreement and all public records generated as a result of this Agreement.

Article XXVI. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in [ORC Chapters 3119, 3121, 3123, and 3125](#).

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with [ORC 5719.042](#). Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the

statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

Article XXVIII. SUBCONTRACTING AND DELEGATION

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

Article XXIX. PROPERTY OF AGENCY

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

Article XXX. SEVERABILITY

If any term of this Agreement or its application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the same provision or condition. Waivers shall not be effective unless in writing.

Article XXXII. COUNTERPARTS

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall be a binding signature and carry the same legal force as the original.

Article XXXIII. APPLICABLE LAW AND VENUE

This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

ATTACHMENT

Attachment One.

Reason: Article

Section: Article VIII - Reimbursement for Placement Services

Detail: Article VIII

ITEM B

Agency agrees to pay Provider on the basis of a daily per diem (identified in Schedule A of this agreement) for the placement for each child, as identified by each child's current Level of Care (LOC). The LOC will be agreed upon at the time of placement. The Agency and Provider may request a re-evaluation of the child's LOC at any time in order to best meet the child's identified needs.

ITEM D

Agency agrees to provide a one-time initial clothing authorization of up to \$150.00 for children ten and under and up to \$250 for children over the age of ten. If the child is under ten and wearing adult sizes, the authorization will be for \$250.00. Any purchases beyond this must be due to extenuating circumstances and approved in writing, in advance of the purchase. Routine clothing needs are considered part of maintenance and will not be paid or reimbursed by Agency.

ITEM E

If a child goes on any form of unpaid leave and is reasonably expected to return to the same placement, Agency may pay for up to seven (7) consecutive nights of leave. In order for Agency to pay for such leave, Provider (including foster parents, if applicable) must agree to remain available for regular services and needed support during such leave. Leave beyond seven (7) days will not be paid unless extenuating circumstances exist, and both Agency and Provider agree to payment terms in advance, in writing.

Regardless of length, Agency will not pay Provider for any leave during which payment is being made to another provider, nor for leave where the child is in a paid or unpaid alternative placement outside of Provider's network due to a lack of placement availability with Provider. Any deviation from this must be agreed to in advance, in writing, by both Agency and Provider.

ITEM G

In any instance where payment cannot be made within 30 days, Agency will make every effort to ensure Provider is paid within 45 days, and is made aware in advance if this is not possible.

Item F

Medicaid/Insurance

Upon receipt of formal documentation, FCCPS will submit to Service Provider Medicaid/insurance numbers for children in FCCPS custody, as applicable. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of FCCPS. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third party payor for medical services rendered to children in FCCPS custody. FCCPS will not pay for the provision of any medical services to children in FCCPS custody unless the FCCPS Deputy Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.

In situations where the Service Provider does not possess a Medicaid/insurance number or other information required to bill an alternative source for services provided to children in the custody of FCCPS, the Service Provider must take the following actions.

A. The Service Provider will contact the Finance Department at (740)652-7703 or (740)652-7816 for assistance with resolving Medicaid/insurance number issues.

B. Within thirty (30) days if an invoice from a healthcare provider for services rendered to a child in FCCPS custody, the Service Provider should forward the invoice to the FCCPS Finance Department at: Fairfield County Job and

Family Services-Protective Services, 239 West Main St., Lancaster, OH 43130 or fax such invoice to the FCCPS Finance Department at (740)-687-7070. Failure to forward this invoice to FCCPS within thirty (30)days will constitute a waiver of any claim against FCCPS for payment of the invoice. If the Service Provider receives additional notices regarding the invoice, the Service Provider must contact the FCCPS Finance Department at (740)-652-7816 or (740)652-7703 to confirm that FCCPS received the initial invoice and to obtain the status of payment arrangements. The Service Provider SHALL NOT pay the invoice and expect or request reimbursement from FCCPS without the prior written approval of FCCPS.

C. If a child who is in custody of FCCPS requires pharmaceutical supplies, Service Provider must obtain the supplies from a pharmacy that accepts Medicaid/insurance payments.

FCCPS retains the right to recoup funds from the Service Provider upon the determination that third party funds are duplicative (in the aggregate) of FCCPS payments to the Service Provider, or in the event that the Service Provider fails to properly credit any and all such third party payments. Relative to recouping funds, FCCPS may withhold from subsequent reimbursement to the Service Provider an amount equal to any un-credited or duplicate third party payments. For purposes of this paragraph, "third party" includes, but is not limited to , Medicaid and private insurance companies.

The Service Provider shall obtain and provide a written estimate for any non-routine, non-emergency, or out-of-network medical and dental expenses to FCCPS along with the written recommendation of the physician or dentist. The Service Provider is not permitted to deliver or authorize any health/dental care or treatment services (including, but not limited to, mental health services), without the prior written consent of the FCCPS Deputy Director or authorized designee (see Consent for Medical Treatment letter).

Attachment Two.

Reason: Article

Section: Article V - Provider Responsibilities

Detail: Article V

ITEM A

Provider is responsible for ensuring transportation services are in place for all case-related activities and routine needs. If extenuating circumstances exist and provider is not able to utilize its own resources to ensure coverage, Provider must notify Agency in advance of the transportation need, and coordinate with Agency to arrange needed transportation. Provider should bring any extraordinary travel needs to the attention of Agency so both parties can ensure proper coverage and explore potential compensation for needed transportation services.

ITEM B

Progress reports, demonstration completion of monthly activities as required by Ohio Administrative Code, will be submitted on a monthly basis, by no later than the 20th calendar day of the following month.

ITEMS D, E, & F

After-Hours/On-Call Process

Provider shall notify Agency of any items identified in Article V, according to the following options:

For calls during business hours (Monday through Friday, from 8:00 a.m. to 4:00 p.m., excluding holidays), Provider shall call (740) 652-7854 and inform the operator of the need to urgently speak to casework staff.

For calls outside of business hours, Provider shall call (740)808-0009 or (740)808-0982 in order to notify Agency's On-Call staff member of the urgent situation.

Insert new item - ITEM S

Provider will ensure access to Normalcy activities, based upon the developmental, social, and emotional functioning of each child placement.

Insert new item - ITEM T

All Provider staff, and foster caregivers when applicable, should seek and receive prior authorization from Agency for any type of non-routine medical care or medication needs. This includes, but is not limited to: major medical treatment, medical procedures, surgery, implementation of or change in psychotropic medications, and any other

medical intervention that carries a high risk of side effects, impairment, or harm. Routine well visits and treatment for typical childhood illnesses will not require such prior authorization.
In the event of an emergency, the child should be taken to the nearest medical facility.

Attachment Three.

Reason: Article

Section: Article I - Scope of Placement Services

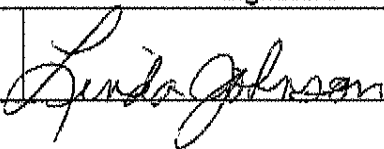
Detail: Article I

SECTIONS 1.02 & 1.03, References to Exhibit I

Article I, Item A ('Scope of Placement Services') will serve as Exhibit I. al facility for prompt treatment. As soon as possible, Agency shall be contacted, according to the process outlined in the addendum to Article V.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

SIGNATURES OF PARTIES:**Provider: Angels Guarding Youth Services, Inc.**

Print Name & Title	Signature	Date
Linda Johnson Executive Director		7/2/2025

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

Agency: Fairfield County Department of Job and Family Services

Provider / ID: Angels Guarding Youth Services, Inc. / 8917543

Run Date: 06/13/2025

Contract Period: 05/01/2025 - 04/30/2026

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transporation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Treatment Level 3 Special Needs Foster Care (30401)-FFH	7680566			\$75.00	\$145.00							\$220.00	05/01/2025	04/30/2026



A Contract regarding Angels Guarding Youth Services between Job and Family Services and

Approved on 7/11/2025 11:02:05 AM by Sarah Fortner, Deputy Director

Sarah Fortner
Deputy Director

Approved on 7/11/2025 11:10:10 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. ☐ Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. ☐ Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. ☐ County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. ☐ The subject matter was exempt from competitive selection for the following reason(s):
1. ☐ Under \$77,250.00
 2. ☐ State Term #: _____ (copy of State Term Contract must be attached)
 3. ☐ ODOT Term #: _____ (See R.C. 5513.01)
 4. ☐ Professional Services (See the list of exempted occupations/services under R.C. 307.86)
 5. ☐ Emergency (Follow procedure under ORC 307.86(A))
 6. ☐ Sole Source (attach documentation as to why contract is sole source)
 7. ☐ Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☐ Agreement not subject to Sections A-F (explain): _____
- H. ☐ Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. ☐ No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
 2. ☐ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 3. ☐ Obtained 3 quotes for purchases under \$77,250.00 (as applicable)
 4. ☐ Purchase Order is included with Agreement

Signed this _____ day of _____, 20_____.

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.***



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

Auditor of State - Unresolved Findings for Recovery Certified Search

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

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

Contractor's Information:

Name: ,
Organization: **Angels Guarding Youth Services**
Date: **7/11/2025 10:41:59 AM**

This search produced the following list of **3** possible matches:

Name/Organization	Address
Lang, Katherine	32 Front Street, Apartment 1
Langley, Carol	1677 Miami Trace Road SE
Langley, Carol	1677 Miami Trace Road SE

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.

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2025

Page: 1 of 1

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

Purchase Order # **25005282 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

B
I
L
L
T
O

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

Revisions: 000

V
E
N
D
O
R

ANGELS GUARDING YOUTH
SERVICES, INC.
636 NORTHLAND BLVD
CINCINNATI, OH 45240

S
H
I
P
T
O

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

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
				5816	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
07/11/2025	16681				JOB & FAMILY SERVICES
NOTES					

BOARD AND CARE

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

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	BOARD AND CARE	1.0	EACH	\$30,000.00	\$30,000.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$30,000.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 07/11/2025

Carri L. Brown

Auditor Fairfield County, OH

Vendor Copy

Total Ext. Price	\$30,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00
Purchase Order Total	\$30,000.00



[Home](#) [Search](#) [Data Bank](#) [Data Services](#) [Help](#)

Search

All Words

e.g. 1606N020Q02

Filter By


Keyword Search

For more information on how to use our keyword search, visit our help guide

Simple Search


Search Editor

☐ Any Words 

☐ All Words 

☐ Exact Phrase 

e.g. 1606N020Q02

"Angels Guarding Youth Services" 

Federal Organizations

Enter Code or Name  

Status

☒ Active

☐ Inactive

Reset 

No matches found

Your search did not return any results.

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

[Sign In](#)

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

[Yes](#)[Go Back](#)[Feedback](#)

Our Website

[About This Site](#)[Our Community](#)[Release Notes](#)[System Alerts](#)

Policies

[Terms of Use](#)[Privacy Policy](#)[Restricted Data Use](#)[Freedom of Information Act](#)[Accessibility](#)

Our Partners

[Acquisition.gov](#)[USASpending.gov](#)[Grants.gov](#)[More Partners](#)

Customer Service

[Help](#)[Check Entity Status](#)[Federal Service Desk](#)[External Resources](#)[Contact](#)

WARNING

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

This system contains Controlled Unclassified Information (CUI). All individuals viewing, reproducing or

disposing of this information are required to protect it in accordance with 32 CFR Part 2002 and GSA Order CIO 2103.2 CUI Policy.

SAM.gov

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

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.

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 Angels
Guarding Youth Services, Inc.

(Fairfield County Job and Family Services)

Approved as to form on 7/11/2025 2:39:08 PM by Steven Darnell,

Signature Page

Resolution No. 2025-07.15.s

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Angels Guarding Youth Services, Inc.

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Juvenile Court; #2630 Special Projects

WHEREAS, additional appropriations are needed in the major expenditure object category for fund #2630, Special Projects; 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:

\$5,000.00; 17263000 Contractual Services

Prepared by: Alisha Hoffman
cc: Juvenile Court

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

\$5,000.00

17263000-530000 Contractual Services

Resolution No. 2025-07.15.t

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Juvenile Court; #2630 Special Projects

(Fairfield County Juvenile/Probate Court)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Juvenile Court; Fund #2036 DYS - Reclaim

WHEREAS, additional appropriations are needed in the major expenditure object category for fund #2036, DYS - Reclaim; 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:

\$9,719.14; 17203600, Personal Services
\$2,492.39; 17203600, Fringe Benefits

Prepared by: Alisha Hoffman
cc: Juvenile Court

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

\$12,211.53.

17203600-511010-RJJ26 Salaries \$9,719.14

17203600-521000-RJJ26 Health Insurance \$843.64

17203600-521100-RJJ26 Life Insurance \$1.31

17203600-522000-RJJ26 Medicare \$98.70

17203600-523000-RJJ26 PERS Retirement \$1,360.57

17203600-526000-RJJ26 Workers' Compensation \$188.17

Signature Page

Resolution No. 2025-07.15.u

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Juvenile Court; Fund #2036 DYS - Reclaim

(Fairfield County Juvenile/Probate Court)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category –Fund #2036 Ohio RECLAIM - DYS

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 \$69,209.39 as follows:

From: 17203600 RSP25 47,500.80 Contractual Services
To: 17203600 SAI26 47,500.80 Personal Services

From: 17203600 RSP25 21,708.59 Contractual Services
To: 17203600 SAI26 21,708.59 Fringe Benefits

Prepared by: Alisha Hoffman
cc: Juvenile Court

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

Total Transfer of Appropriations \$69,209.39

From: 17203600-530000-RSP25 Contractual Services \$47,500.80
To: 17203600-511010-SAI26 Salaries \$47,500.80

From: 17203600-530000-RSP25 Contractual Services \$13,633.00
To: 17203600-521000-SAI26 Health Insurance \$13,633.00

From: 17203600-530000-RSP25 Contractual Services \$24.20
To: 17203600-521100-SAI26 Life Insurance \$24.20

From: 17203600-530000-RSP25 Contractual Services \$688.76
To: 17203600-522000-SAI26 Medicare \$688.76

From: 17203600-530000-RSP25 Contractual Services \$6,650.11
To: 17203600-523000-SAI26 Pers Retirement \$6,650.11

From: 17203600-530000-RSP25 Contractual Services \$712.52
To: 17203600-526000-SAI26 Workers Compensation \$712.52

Signature Page

Resolution No. 2025-07.15.v

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure
Object Category –Fund #2036 Ohio RECLAIM - DYS

(Fairfield County Juvenile/Probate Court)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff's Office; 2909, Marine Patrol

WHEREAS, additional appropriations are needed in the major expenditure object category for 2909, Marine Patrol; 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:

\$6295.00; 23290900, Contractual Services

Section 2. That the Fairfield County Board of Commissioners approves appropriating from unappropriated into the following major expenditure object category:

\$2010.00; 23290900, Materials Supplies

Prepared by: Mendi Rarey
cc: Sheriff

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

\$6295.00

23288300; 543000; Repair Maintenance

\$780.00

23288300; 560000; Materials Supplies

\$1230.00

23288300; 562600; Fuel

Signature Page

Resolution No. 2025-07.15.w

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff's Office; 2909, Marine Patrol

(Fairfield County Sheriff)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff's Office; 2883, Law Enforcement Cyber Security

WHEREAS, additional appropriations are needed in the major expenditure object category for 2883, Law Enforcement Cyber Security; 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:

\$2492.10; 23288300, Materials Supplies

Prepared by: Mendi Rarey
cc: Sheriff

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

\$2492.10

23288300; 560000; Materials Supplies

Signature Page

Resolution No. 2025-07.15.x

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff's Office; 2883, Law Enforcement Cyber Security

(Fairfield County Sheriff)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff; 2442, Commissary

WHEREAS, additional appropriations are needed in the major expenditure object category for 2442, Commissary; 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:

\$15,200.00; 23244200, Contract Services

Prepared by: Mendi Rarey
cc: Sheriff

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

\$15,200.00

23244200; 530000; Contract Services

Resolution No. 2025-07.15.y

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff; 2442, Commissary

(Fairfield County Sheriff)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff; 2442, Commissary

WHEREAS, additional appropriations are needed in the major expenditure object category for 2442, Commissary; 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:

\$2,650.00; 23244200, Capital Outlay

Prepared by: Mendi Rarey
cc: Sheriff

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

\$2,650.00

23244200; 574000; Equipment, Software, and Fixtures

Resolution No. 2025-07.15.z

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff; 2442, Commissary

(Fairfield County Sheriff)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to authorize the Fairfield County Commissioners to sign the South Central Ohio Major Crimes Unit Subgrant Award Agreement for the Violent Crimes Reduction Project II Grant Award

WHEREAS, the South Central Ohio Major Crimes Unit has been awarded \$78,000.00 for the 2025 Violet Crimes Reduction Project II Grant Award; 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 (2025-VC-VCR-41680) in the amount of \$78,000.00; 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 2025 Violet Crimes Reduction Project II Grant Award.

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 2025 Violet Crimes Reduction Project II Grant Award.

Prepared by: Christy Noland
cc: MCU



SUBGRANT AWARD AGREEMENT

Subgrant Number: 2025-VC-VCR-41680

Title: LPR Violent Crime Reduction Project II

In accordance with the Department of Public Safety provisions of §245.10. of Am. Sub. H. B. No. 45 of the 134th Ohio General Assembly, effective April 7, 2023, 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 following Subgrantee a Subgrant as follows:

Subgrantee: Fairfield County Commissioners

Implementing Agency: Fairfield County Sheriff

Award Periods: 01/01/2025 to 12/31/2025

Closeout Deadline: 03/01/2026

Award Amounts:	OCJS Funds:	\$78,000.00	100%
	Cash Match:	\$0.00	0%
	Inkind Match:	\$0.00	0%
	Project Total	\$78,000.00	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.

Nicole M. Dehner, Executive Director
Ohio Office of Criminal Justice Services

05/27/2025

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.

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.

County Commissioner
Steven Davis

Date

Sheriff
Alex Lape

07.10.25
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 \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. ☐ Goods and/or Services in excess of \$77,250.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. ☐ Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. ☐ Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. ☐ County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. ☐ The subject matter was exempt from competitive selection for the following reason(s):
1. ☐ Under \$77,250.00
 2. ☐ State Term #: _____ (copy of State Term Contract must be attached)
 3. ☐ ODOT Term #: _____ (See R.C. 5513.01)
 4. ☐ Professional Services (See the list of exempted occupations/services under R.C. 307.86)
 5. ☐ Emergency (Follow procedure under ORC 307.86(A))
 6. ☐ Sole Source (attach documentation as to why contract is sole source)
 7. ☐ Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☐ Agreement not subject to Sections A-F (explain): _____
- H. ☐ Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. ☐ No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
 2. ☐ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 3. ☐ Obtained 3 quotes for purchases under \$77,250.00 (as applicable)
 4. ☐ Purchase Order is included with Agreement
 5. Executed Ohio Law Acknowledgment Form (ORC 307.901)

Signed this _____ day of _____, 20_____.

Choland

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 Violent Crimes Reduction Project II Grant Award

(South Central Major Crimes Unit)

Approved as to form on 7/10/2025 1:13:25 PM by Steven Darnell,

Resolution No. 2025-07.15.aa

A resolution to authorize the Fairfield County Commissioners to sign the South Central Ohio Major Crimes Unit Subgrant Award Agreement for the Violent Crimes Reduction Project II Grant Award

(South Central Major Crimes Unit)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to authorize the Fairfield County Commissioners to sign the South Central Ohio Major Crimes Unit Subgrant Award Agreement for the Edward Byrne Memorial Justice Assistance Grant Program (JAG) 2024

WHEREAS, the South Central Ohio Major Crimes Unit has been awarded \$26,831.30 for the Edward Byrne Memorial Justice Assistance Grant Program (JAG) 2024; 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-JG-A01-6752) in the amount of \$26,831.30; 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 Edward Byrne Memorial Justice Assistance Grant Program (JAG) 2024.

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 Edward Byrne Memorial Justice Assistance Grant Program (JAG) 2024.

Prepared by: Christy Noland
cc: MCU



SUBGRANT AWARD AGREEMENT

Subgrant Number: 2024-JG-A01-6752

Title: South Central Ohio Major Crimes Unit

In accordance with the provisions of the Consolidated Appropriations Act, FY 2005, Public Law 108-447; 118 Stat. 2862, Catalog of Federal Domestic Assistance (CDDA) 16.738 Edward Byrne Memorial Justice Assistance Grant 2024 funded through the U.S. Department of Justice Bureau of Justice Assistance, the Ohio Office of Criminal Justice Services, as the duly authorized State Agency, hereby approves the project application submitted as complying with the 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:	01/01/2025 to 12/31/2025
Closeout Deadline:	03/01/2026
Award Amounts:	
	OCJS Funds: \$20,123.47 75%
	Cash Match: \$6,707.83 25%
	Inkind Match: \$0.00 0%
	Project Total \$26,831.30 100%

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.

Nicole M. Dehner, Executive Director
Ohio Office of Criminal Justice Services

07/03/2025

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.

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.

County Commissioner
Steven Davis

Date

Sheriff
Alex Lape

07.10.25
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 \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. ☐ Goods and/or Services in excess of \$77,250.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. ☐ Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. ☐ Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. ☐ County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. ☐ The subject matter was exempt from competitive selection for the following reason(s):
1. ☐ Under \$77,250.00
 2. ☐ State Term #: _____ (copy of State Term Contract must be attached)
 3. ☐ ODOT Term #: _____ (See R.C. 5513.01)
 4. ☐ Professional Services (See the list of exempted occupations/services under R.C. 307.86)
 5. ☐ Emergency (Follow procedure under ORC 307.86(A))
 6. ☐ Sole Source (attach documentation as to why contract is sole source)
 7. ☐ Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☐ Agreement not subject to Sections A-F (explain): _____
- H. ☐ Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. ☐ No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
 2. ☐ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 3. ☐ Obtained 3 quotes for purchases under \$77,250.00 (as applicable)
 4. ☐ Purchase Order is included with Agreement
 5. Executed Ohio Law Acknowledgment Form (ORC 307.901)

Signed this _____ day of _____, 20_____.

Choland

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 Edward Byrne Memorial Justice Assistance Grant Program (JAG) 2024

(South Central Major Crimes Unit)

Approved as to form on 7/10/2025 1:17:23 PM by Steven Darnell,

Resolution No. 2025-07.15.bb

A resolution to authorize the Fairfield County Commissioners to sign the South Central Ohio Major Crimes Unit Subgrant Award Agreement for the Edward Byrne Memorial Justice Assistance Grant Program (JAG) 2024

(South Central Major Crimes Unit)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A Resolution Authorizing the Approval of a Service Agreement
by/between Fairfield County Transit and Teenworks**

WHEREAS, Fairfield County Transit is requesting the Board of Commissioners approval of a service agreement with Teenworks, 4465 Coonpath Rd NW, Carroll Ohio, 43112; and

WHEREAS, the purpose of the service agreement is to provide transportation services for Teenworks; and

WHEREAS, this agreement shall be effective August 1st, 2025 through July 31st, 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 service agreement with Teenworks.

Prepared by: Courtney Martin
cc: Aaron Kennedy

individually and solely responsible for all liability, loss, damages, injury, including death, penalties, costs, fines, fees, and/or related expenses that each may incur as a result of its own negligence, actions, or omissions and/or the negligence, actions, or omissions of its respective boards, board members, officials, officers, employees, agents, representatives, servants, and/or volunteers in the performance of this Agreement. Nothing in this Agreement shall impute or transfer any such responsibility from one party to the other party.

Insurance: FCT shall maintain physical damage, collision, and liability insurance on all vehicles utilized to provide service in the minimum amount of \$1,000,000.

13. CIVIL RIGHTS. FCT and the Agency agree that, as a condition to this Agreement, there shall be no discrimination against any individual or any employee because of race, color, sex, religion, disability, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that FCT will comply with all appropriate federal and state laws regarding such discrimination.

14. ASSIGNMENT. Agency agrees that FCT shall have the ability to assign this Agreement to a successor in interest upon the same terms and conditions included herein in its sole discretion.

15. TERM. This Agreement takes effect on August _____, 2025 and terminates on July 31, 2026. Either party can terminate this Agreement with thirty (30) days' written notice.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made and executed as of the _____ day of July 2025, by their respective authorized officials.

Fairfield County Transit

Teenworks

Fairfield County Commissioners



Teenworks

Title: E.D.

Administrative Office:
746 Lawrence Street
Lancaster OH 43130
Phone: 687-6858
Fax: 681-5088

Billing Address:
4465 Coonpath Rd.
Carroll, OH 43112

B) Provide FCT with written authorization from the parent(s) or guardian of the individual providing authorization to provide transportation AND a list of individuals designated by the parent or guardian to assume responsibility for the individual upon drop off at a residence.

In addition, the Agency will provide FCT with a contact name and phone number at the location.

8. **RIDE CANCELLATIONS.** To cancel a ride, an authorized person must notify FCT dispatcher at least one hour before the scheduled pick-up time. If a cancellation is not received at least one hour in advance, the ride will be considered a "late cancellation" and will be billed to the Agency at a rate of \$18.00. FCT operates from 6 a.m. to 6 p.m. on Mondays through Fridays, 7 a.m. to 4 p.m. on Saturdays. Ride cancellations are taken at any time during these hours. Rides are scheduled only between 8 a.m. and 4 p.m., Monday through Friday.

9. **NO-SHOW RIDES.** If the FCT arrives at a designated location to pick-up an individual and he/she is not available for the ride, this will be considered a "no-show." Each no-show will be billed at the regular rate of \$18.00 per trip.

FCT will call the Agency to report that the individual was not available for pick-up as scheduled.

10. **INAPPROPRIATE BEHAVIORS.** The following behaviors are not permitted by drivers or passengers while on board any vehicle:

- | | |
|-----------------------|--|
| A) Smoking | D) Consumption of alcoholic beverages |
| B) Expectorating | E) Rude, offensive, abusive language or behavior |
| C) Eating or Drinking | F) Sexual harassment |
| | G) Concealed Weapons |

FCT reserves the right to deny service permanently or temporarily or to remove any individual who engages in any of these behaviors. If an individual has been denied service because of behavior at pick-up point, the Agency will be notified immediately. The individual will not be transported until reauthorized in writing by the Agency.

11. **BILLING.** FCT will, within five (5) working days of the end of each month, submit an invoice to the Agency. Payment is due within thirty (30) days of statement date.

12. **INDEMNITY AND LIABILITY INSURANCE.**

No Indemnity: FCT and Agency understand and agree that each party to this Agreement shall be responsible for its own negligence, actions, or omissions and/or the negligence, actions, or omissions of their respective boards, board members, officials, officers, employees, agents, representatives, servants, and/or volunteers, resulting from or related in any manner to the performance of this Agreement. Each party shall be

SERVICE AGREEMENT

Fairfield County Transit
and
Teenworks

This Service Agreement ("Agreement") is entered into by and between the Fairfield County Transit ("FCT") and Teenworks ("Agency").

WHEREAS, FCT is a public transit agency that agrees to provide transportation for Agency subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the Agency agrees to purchase said services from FCT according to the following terms and conditions set forth in this Agreement;

NOW THEREFORE, FCT and the Agency agree and covenant as follows:

1. **HOURS OF OPERATION.** Transit service will be provided by FCT during its regular operating hours only. Operating hours are: Monday – Friday, 6 am – 6 pm, Saturday, 7 am – 4 pm. FCT is closed on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas. Agency understands and agrees that this is not a charter service; therefore, there may be general public riders on the vehicles at any given time.
2. **FARE.** Transit service will be provided by FCT at a rate of \$18.00 per trip. This rate shall apply to each round trip (base to base).
3. **AUTHORIZATION.** The Agency will prepare a list of persons who are approved to authorize or cancel rides and submit list to FCT. The Agency is responsible to maintain accuracy of the list by removal and addition of eligible names, as updates are needed.
4. **RIDE SCHEDULING.** The Agency will provide the schedule of rides. This schedule will be considered a standing order for rides unless notified otherwise. Procedures to cancel a ride are described in Section 8 of this Agreement.
5. **FCT GUARANTEE.** FCT guarantees that it will schedule the ride at the requested time, unless the Fairfield County Sheriff or his Designee declares an emergency and closes the roads.
6. **PERSONAL CARE ATTENDANTS.** FCT will not provide personal care attendants, but will allow an attendant to ride without fare if the attendant is deemed necessary for the eligible individual's mobility.
7. **TRANSPORT OF MINOR CHILDREN.** In the event that the rider is a child under the age of ten, the Agency will either:
 - A) Provide a responsible adult to accompany the individual as a personal care attendant,

OR

Prosecutor's Approval Page

Resolution No.

A Resolution Authorizing the Approval of a Service Agreement by/between Fairfield
County Transit and Teenworks

(Fairfield County Transit)

Approved as to form on 7/10/2025 1:24:35 PM by Steven Darnell,

SERVICE AGREEMENT

Fairfield County Transit
and
Teenworks

This Service Agreement ("Agreement") is entered into by and between the Fairfield County Transit ("FCT") and Teenworks ("Agency").

WHEREAS, FCT is a public transit agency that agrees to provide transportation for Agency subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the Agency agrees to purchase said services from FCT according to the following terms and conditions set forth in this Agreement;

NOW THEREFORE, FCT and the Agency agree and covenant as follows:

1. **HOURS OF OPERATION.** Transit service will be provided by FCT during its regular operating hours only. Operating hours are: Monday – Friday, 6 am – 6 pm, Saturday, 7 am – 4 pm. FCT is closed on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas. Agency understands and agrees that this is not a charter service; therefore, there may be general public riders on the vehicles at any given time.
2. **FARE.** Transit service will be provided by FCT at a rate of \$18.00 per trip. This rate shall apply to each round trip (base to base).
3. **AUTHORIZATION.** The Agency will prepare a list of persons who are approved to authorize or cancel rides and submit list to FCT. The Agency is responsible to maintain accuracy of the list by removal and addition of eligible names, as updates are needed.
4. **RIDE SCHEDULING.** The Agency will provide the schedule of rides. This schedule will be considered a standing order for rides unless notified otherwise. Procedures to cancel a ride are described in Section 8 of this Agreement.
5. **FCT GUARANTEE.** FCT guarantees that it will schedule the ride at the requested time, unless the Fairfield County Sheriff or his Designee declares an emergency and closes the roads.
6. **PERSONAL CARE ATTENDANTS.** FCT will not provide personal care attendants, but will allow an attendant to ride without fare if the attendant is deemed necessary for the eligible individual's mobility.
7. **TRANSPORT OF MINOR CHILDREN.** In the event that the rider is a child under the age of ten, the Agency will either:
 - A) Provide a responsible adult to accompany the individual as a personal care attendant,

OR

B) Provide FCT with written authorization from the parent(s) or guardian of the individual providing authorization to provide transportation AND a list of individuals designated by the parent or guardian to assume responsibility for the individual upon drop off at a residence.

In addition, the Agency will provide FCT with a contact name and phone number at the location.

8. **RIDE CANCELLATIONS.** To cancel a ride, an authorized person must notify FCT dispatcher at least one hour before the scheduled pick-up time. If a cancellation is not received at least one hour in advance, the ride will be considered a "late cancellation" and will be billed to the Agency at a rate of \$18.00. FCT operates from 6 a.m. to 6 p.m. on Mondays through Fridays, 7 a.m. to 4 p.m. on Saturdays. Ride cancellations are taken at any time during these hours. Rides are scheduled only between 8 a.m. and 4 p.m., Monday through Friday.

9. **NO-SHOW RIDES.** If the FCT arrives at a designated location to pick-up an individual and he/she is not available for the ride, this will be considered a "no-show." Each no-show will be billed at the regular rate of \$18.00 per trip.

FCT will call the Agency to report that the individual was not available for pick-up as scheduled.

10. **INAPPROPRIATE BEHAVIORS.** The following behaviors are not permitted by drivers or passengers while on board any vehicle:

- | | |
|-----------------------|--|
| A) Smoking | D) Consumption of alcoholic beverages |
| B) Expectorating | E) Rude, offensive, abusive language or behavior |
| C) Eating or Drinking | F) Sexual harassment |
| | G) Concealed Weapons |

FCT reserves the right to deny service permanently or temporarily or to remove any individual who engages in any of these behaviors. If an individual has been denied service because of behavior at pick-up point, the Agency will be notified immediately. The individual will not be transported until reauthorized in writing by the Agency.

11. **BILLING.** FCT will, within five (5) working days of the end of each month, submit an invoice to the Agency. Payment is due within thirty (30) days of statement date.

12. **INDEMNITY AND LIABILITY INSURANCE.**

No Indemnity: FCT and Agency understand and agree that each party to this Agreement shall be responsible for its own negligence, actions, or omissions and/or the negligence, actions, or omissions of their respective boards, board members, officials, officers, employees, agents, representatives, servants, and/or volunteers, resulting from or related in any manner to the performance of this Agreement. Each party shall be

individually and solely responsible for all liability, loss, damages, injury, including death, penalties, costs, fines, fees, and/or related expenses that each may incur as a result of its own negligence, actions, or omissions and/or the negligence, actions, or omissions of its respective boards, board members, officials, officers, employees, agents, representatives, servants, and/or volunteers in the performance of this Agreement. Nothing in this Agreement shall impute or transfer any such responsibility from one party to the other party.

Insurance: FCT shall maintain physical damage, collision, and liability insurance on all vehicles utilized to provide service in the minimum amount of \$1,000,000.

13. CIVIL RIGHTS. FCT and the Agency agree that, as a condition to this Agreement, there shall be no discrimination against any individual or any employee because of race, color, sex, religion, disability, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that FCT will comply with all appropriate federal and state laws regarding such discrimination.

14. ASSIGNMENT. Agency agrees that FCT shall have the ability to assign this Agreement to a successor in interest upon the same terms and conditions included herein in its sole discretion.

15. TERM. This Agreement takes effect on August _____, 2025 and terminates on July 31, 2026. Either party can terminate this Agreement with thirty (30) days' written notice.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made and executed as of the _____ day of July 2025, by their respective authorized officials.

Fairfield County Transit

Teenworks

Fairfield County Commissioners



Teenworks

Title: E.D.

Administrative Office:
746 Lawrence Street
Lancaster OH 43130
Phone: 687-6858
Fax: 681-5088

Billing Address:
4465 Coonpath Rd.
Carroll, OH 43112

Resolution No. 2025-07.15.cc

A Resolution Authorizing the Approval of a Service Agreement by/between Fairfield County Transit and Teenworks

(Fairfield County Transit)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

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

WHEREAS, departments that need the Board of Commissioners' approval for payment of their invoices have submitted their invoices to the County Auditor; and

WHEREAS, the County Auditor has submitted the cash disbursement journal for payment of invoices for the check date July 17, 2025.

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

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

Prepared by: Auditor/Finance
cc: Finance Office

FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT

Department									
Check #	Check Date	Vend #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1200 - COMMISSIONERS ADMIN									
FUND: 1001 - GENERAL FUND									
1591400	7/17/2025	80132	AUNDREA N CORDLE	6/28-7/4/25	6/30/2025	342	C0715	NPELRA CONFERENCE 6/30/2025	118.91
1591400	7/17/2025	80132	AUNDREA N CORDLE	6/14-6/20/25	6/19/2025	342	C0715	NPELRA CONFERENCE 6/19/2025	25.41
TOTAL: COMMISSIONERS ADMIN									144.32

FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT

Department									
Check #	Check Date	Vend #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1201 - COMM-ECONOMIC DEV									
FUND: 1001 - GENERAL FUND									
5431600	7/17/2025	54970	HOCKING TECHNICAL COLLEGE	1989	5/30/2025	805	C0715	INSTRUCTOR/SUPPLIES FEE	53,294.86
FUND: 3897 - WORKFORCE STATE CAPITAL PROJ									
5431600	7/17/2025	54970	HOCKING TECHNICAL COLLEGE	1989 0	5/30/2025	806	C0715	INSTRUCTOR/SUPPLIES FEE	100,638.79
5431600	7/17/2025	54970	HOCKING TECHNICAL COLLEGE	1986	5/30/2025	806	C0715	INSTRUCTOR/SUPPLIES FEE	119,361.21
TOTAL: COMM-ECONOMIC DEV									273,294.86

FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT

Department									
Check #	Check Date	Vend #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1246 - PUBLIC TRANSIT									
FUND: 2908 - PUBLIC TRANSIT									
5431599	7/17/2025	6640	FF CTR FOR DISABILITIES & CEREBRAL PALSY	CFI5-2025	5/1/2025	702	C0715	Purchased Transportation May 2025	81,510.50
TOTAL: PUBLIC TRANSIT									81,510.50
Summary Total for this report:									354,949.68

FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT - SUMMARY

Department	Total Amount
1200 - COMMISSIONERS ADMIN	\$144.32
1201 - COMM-ECONOMIC DEV	\$273,294.86
1246 - PUBLIC TRANSIT	\$81,510.50
Summary Total For This Report:	\$354,949.68

Commissioner Steven A. Davis

Commissioner Jeffery M Fix

Commissioner David L Levacy

Date

Signature Page

Resolution No. 2025-07.15.dd

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

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

HANDOUTS PROVIDED
BY THE PUBLIC
DURING THE
PUBLIC COMMENT
SECTION OF THE
MEETING ARE
CONTAINED
HEREAFTER



FAIRFIELD COUNTY SOLAR PROJECTS COMPARISON

	CARNATION	EASTERN COTTONTAIL
ACRES	1700	1550
ACRES W/PROJ 2	---	2350
MW	142	220
W/PROJ 2	---	334
HOMES ½ MI	115	258
HOMES 1 MI	241	518
W/PROJ 2	---	1029

TWPS	AMANDA	WALNUT
SQ MILES LAND	36.9	48.1
POPULATION	2721	6754
PER SQ MI	74	134

POPULATION AS OF 7-1-24

Walnut Twp has only **11.2 sq mi** more land than Amanda Twp but, nearly **2 ½ times the population**, **81% more people per sq mi**, **225% more homes within ½ mi of the project**, **215% more homes within 1 mi of the project** than Amanda Twp's Carnation **and** is the home of Ohio's tourist and recreational gem, **Buckeye Lake**, has **close proximity to I-70** and Licking County's **growth center** so **WHY WOULD FAIRFIELD CO. WANT A SOLAR PROJECT TAKING UP PRECIOUS LAND IN WALNUT TWP?**

July 15, 2025 – County Commissioner Meeting –

We respectfully request our leaders to oppose this utility-scale solar project based on the following critical legal points and legislative intent:

KEY LEGISLATIVE POINTS FOR PROJECT DENIAL

- **Financial Viability Undermined by Federal Legislation (OBBA):**
 - The recently enacted One Big Beautiful Bill Act (OBBA) significantly curtails or eliminates federal tax credits for solar projects.
 - This could directly impact the project's financial viability and likelihood of successful completion, posing undue risk to the community.
- **Foreign Entity of Concern Supply Chain Risks (OBBA):**
 - OBBA includes Foreign Entity of Concern (FEOC) restrictions.
 - These could disallow tax credits if the project's supply chain involves prohibited foreign entities, adding financial and operational uncertainty.
- **Non-Compliance with State Siting Policy (Ohio SB2 & HB15 - effective August 14, 2025):**
 - This project conflicts with the clear intent of Ohio Senate Bill 2 and House Bill 15.
 - State legislation strongly prioritizes large-scale solar development on designated brownfield sites, not prime farmland.
- **Protection of Prime Farmland:**
 - Opposition upholds legislative intent to preserve Ohio's valuable agricultural land.
 - This is supported by the Ohio Department of Agriculture's stance, directing utility-scale solar away from productive food-producing areas.
- **Leverage County Commissioner Authority:**
 - Commissioners possess significant authority, granted by state legislation, to deny projects.
 - Denial would reflect strong local opposition and align with state policy favoring brownfield development.
- **Availability of Incentivized Brownfield Alternatives:**
 - State legislation (SB2 & HB15) offers substantial incentives for brownfield development.
 - These include 5-year property tax exemptions, up to \$10 million in grant funding, and accelerated OPSB approval, making alternative sites financially attractive and procedurally efficient for developers.

KEY POINTS FOR DENIAL FROM EVIDENTIARY HEARING

- **Conflicts with Fairfield County Land Use Plan:**
 - Project directly contradicts the County Land Use Plan, protecting farmland.

- A "sea of solar" is inconsistent with Walnut Township's character and proximity to Buckeye Lake State Park, undermining local enjoyment and growth.
- **High Residential Impact:**
 - 258 homes within 0.5 miles of the project.
 - 85 homes directly adjacent; only 5 participating reside.
 - Property rights of the few should not be to the detriment of many.
- **Widespread Local Opposition:**
 - 12 of 13 Fairfield County Townships formally oppose the project.
 - 309 CFFF members (96% Fairfield County residents, 61% Walnut Township, 66 adjacent) desire project denial.
 - Public Hearing (2-day): 79 speakers who reside in Fairfield County; 71% opposed, 29% supported.
 - Public Hearing Petitions: Of the 302 petitions from Fairfield County residents, a vast majority opposed the project, with only 21 in support.
 - Over 1,300 petitions signed by individuals who Fairfield County.
 - High volume of personalized, handwritten denial letters from constituents; support letters largely form-based and solicited by the developer and unions.
- **Largest Ohio Solar Footprint:**
 - Phase 1 of this project has the highest residential home impact among OPSB-approved solar utilities in Ohio (138 homes within 1500 feet of a panel for 1000-2500 acre-sized projects).
 - Phase 2 would add 800 acres, possibly making it one of the largest in Ohio.

Source:

- **One Big Beautiful Bill Act (OBBA):** <https://www.congress.gov/bill/119th-congress/house-bill/1/text> (This is the official text of H.R.1, which is referred to as the One Big Beautiful Bill Act.)
- **Ohio Senate Bill 2 (OH SB2):** <https://www.legislature.ohio.gov/legislation/136/sb2>
- **Ohio House Bill 15 (OH HB15):** <https://www.legislature.ohio.gov/legislation/136/hb15>
- **Ohio Department of Agriculture:** <https://agri.ohio.gov/>

**THIS PAGE
INTENTIONALLY
LEFT BLANK**



**THIS PAGE
INTENTIONALLY
LEFT BLANK**



**THIS PAGE
INTENTIONALLY
LEFT BLANK**



**THIS PAGE
INTENTIONALLY
LEFT BLANK**



**THIS PAGE
INTENTIONALLY
LEFT BLANK**



**THIS PAGE
INTENTIONALLY
LEFT BLANK**

