Review Meeting

The Commissioners met at 7:00 p.m. at the Rushcreek Township Fire Department located at 201 Marietta St., Bremen, OH. Commissioner Fix called the meeting to order, and the following Commissioners were present: Jeff Fix, Steve Davis and David Levacy. Also present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Information and Communications Coordinator, Bennett Niceswanger; Utilities Director, Tony Vogel; Auditor, Dr. Carri Brown; Sheriff's Deputies, Kevin Romine, Andy Robberts, and Tarek Gasser; Economic & Workforce Development Director, Rick Szabrak; JFS Director, Corey Clark; and Planner, Josh Hillberry.

Also in attendance: Jeff Feyko, Ray Stemen, Lisa Burnworth, Liz Moe, Chad Ashbaugh, and Rick Moyer.

Welcome

Commissioner Fix opened the meeting by welcoming everyone in attendance. He thanked Rushcreek Township for their willingness to host the Commission.

Public Comments

Ray Stemen of Lancaster spoke on the assassination of Charlie Kirk and offered a prayer.

Legal Update

There was no legal update.

County Administration Update

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

Week in Review

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:

- An Expedited Type II Annexation of 70.765 +/- acres from Walnut Township to the Village of Baltimore. Agent for petitioners, Jeffrey Feyko.
- A resolution from the Emergency Management Agency nominating Angela Krile to the State Emergency Response Commissioner for appointment to the Fairfield County Local Emergency Planning Committee as the Media personnel position.
- A resolution from the Engineer to schedule the 2025 Annual Township Trustee Meeting. The meeting will take place on October 3, 2025 at 9:00 a.m. at the Engineer's Office.
- A resolution from the Engineer to approve the plat for Sycamore Springs Phase 1.

- Three resolutions from Job and Family services for service agreements.
- A resolution from Job and Family Services for a grant agreement with the Dave Thomas Foundation for Adoption.
- Two resolutions from the Regional Planning Commission authorizing the contract with Cooper Concrete Services LLC for CDBG projects in the Villages of Bremen and Amanda, and another authorizing the contract with Saorsa Construction Ohio, Inc. for CDBG projects in the Village of Bremen.
- A resolution from the Sheriff for the disposal of two disabled vehicles.
- A resolution from the Lancaster-Fairfield Community Action Agency to approve the Fiscal Year 2026 CFLP Solid Waste District Recycling Services and Recycling Litter Prevention Grant Application for Fairfield County.

Budget Review

No budget review.

Calendar Review/Invitations Received

Informational Items

- Family and Children First Full Council Meeting, September 18, 2025, 8:30 a.m., Fairfield County Agricultural Building, 831 College Ave., Lancaster
- Lancaster Fairfield Community Action Agency Board of Directors Meeting, September 18, 2025, 11:30 a.m., Recycling Center, 1761 E. Main St., Lancaster
- Lancaster Fairfield Community Action Agency Silent Auction and Annual Dinner, September 18, 2025, 5:00 p.m., Alley Park Lodge, 2805 Old Logan Rd. SE, Lancaster
- CFLP Policy Committee Meeting, September 19, 2025, 9:00 a.m., Donald Hill Administration Building, 20 S. Second St., Newark
- Job & Family Services 25th Anniversary Celebration, September 25, 2025, 3:30 5:00 p.m., Government Services Building, 239 W. Main St., Lancaster
- North Water Plant Friends and Family Day, September 27, 2025, 10:00 a.m. 2:00 p.m., 409 N Memorial Dr., Lancaster
- The Senior Hub Meals on Wheels Brown Bag It For Hunger Fundraiser, Wednesday, September 24, 2025

Correspondence

- AEP Update Regarding East Logan/South Lancaster Transmission Line Rebuild Project
- Texas Eastern Transmission, LP Notice of Scheduled Maintenance in Fairfield County Easements
- Fairfield County Municipal Court Criminal/Traffic Division Fee Report, August 2025
- Letter from the Bloom Township Board of Trustees regarding industrial solar projects

Updates from Elected Officials and Department Heads

JFS Director Corey Clark spoke about the JFS 25th anniversary celebration. Additionally, executive leadership from ODJFS will meet with eligibility workers and observe how SNAP cases are filed with the intent to lower the error rates throughout the state.

Commissioner Fix asked if the state will be looking at Fairfield County as an example.

Director Clark stated that the county will be used as an example for other counties, but it will also give the state an opportunity to get a better understanding of what goes into that process. At least half of the errors are made by the customers themselves but are factored into the county statistics.

Josh Hillberry stated that the two resolutions from Regional Planning are the first projects to be awarded for this year's CDBG.

Rick Szabrak reported that the housing study has concluded and will soon see the results. The Workforce Center will hold Discovery Days for high school seniors and has 185 students (approximately 10% of the high school senior population in the county) signed up for the program. Lastly, he reported receiving a low-interest grant from ODOT for improvement to the Basil-Western corridor.

Tony Vogel stated that Utilities has posted three separate RFQ's for utility improvements.

Auditor Brown will host the Enterprise state taxing training this week. Her website will also receive updates to show residents the breakdown of their property taxes in a more detailed way. Her office will also be offering training to township fiscal officers.

Old Business

Commissioner Levacy stated that the Veterans Hall of Fame will induct prior inductees from the State Veterans Hall of Fame into the Fairfield County Veterans Hall of Fame on November 13th.

New Business

None.

Regular (Voting) Meeting

The Commissioners continued to the Regular/Voting portion of the meeting, and the following Commissioners were present: Jeff Fix, Steve Davis and David Levacy. Also present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Information and Communications Coordinator, Bennett Niceswanger; Utilities Director, Tony Vogel; Auditor, Dr. Carri Brown; Sheriff's Deputies, Kevin Romine, Andy Robberts, and Tarek Gasser; Economic & Workforce Development Director, Rick Szabrak; JFS Director, Corey Clark; and Planner, Josh Hillberry.

Also in attendance: Jeff Feyko, Ray Stemen, Lisa Burnworth, Liz Moe, Chad Ashbaugh, and Rick Moyer.

Pledge of Allegiance

Commissioner Fix asked everyone to rise as able and lead the Pledge of Allegiance.

Announcements

None.

Approval of Minutes for September 4, 2025

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

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from the Fairfield County Board of Commissioners

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

2025-09.16.a	A Resolution to Approve the Expedited Type II Annexation of 70.765 +/-Acres from Walnut Township to the Village of Baltimore, Pursuant to Ohio Revised Code (R.C.) 709.023, Agent for petitioner Jeffrey Feyko
2025-09.16.b	A resolution approving an account to account transfer in a major object expense category for grant fund# 2788, CDBG FY2022.
2025-09.16.c	A resolution authorizing the approval repayment of an advance to the General Fund for FAA grant fund# 3011, sub fund# 8356.
2025-09.16.d	A resolution to approve a memo transactions for interest allocation reimbursements for Fairfield Department of Health, Fairfield County Parks, & Fairfield County Port Authority – Fund #7012, #7321, & #7308.

Jeff Feyko stated that the Village of Baltimore was contacted by both property owners who have been approached for development. He looks forward to these much needed development in the village.

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

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

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

2025-09.16.e

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, Steve Davis and Jeff Fix

Approval of a Resolution from the Fairfield County Board of Elections

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

2025-09.16.f A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category –Fund 1001-Board of Elections

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:

2025-09.16.g A resolution in the matter of nominations to the Fairfield County Local Emergency Planning Committee – LEPC for the EMA

2025-09.16.h A resolution authorizing an EMA fund to fund transfer.

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from the Fairfield County Engineer

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

2025-09.16.i	A resolution to Schedule an Annual Township Trustee Meeting [Engineer]
2025-09.16.j	A resolution to approve the plat for Sycamore Springs – Phase 1.
2025-09.16.k	A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for repairs and maintenance.
2025-09.16.1	A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for vacation time payout
2025-09.16.m	A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for construction in progress

Roll call vote of the motion resulted as follows:

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

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

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

2025-09.16.n

A resolution to request for appropriations for Fund #7521 Family and Children First Council (FCFC). Fund to The Family and Children First Council Fund #7521, Sub-fund #8160 Help Me Grow - Early Intervention SFY26

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 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:

2025-09.16.o	A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Noble Vision Behavior Health LLC.
2025-09.16.p	A resolution for the Purchase of Service Agreement between Job & Family Services, Child Protective Services Department and Ohio Guidestone.
2025-09.16.q	A resolution for the Purchase of Service Agreement between Job & Family Services, Child Protective Services Department and The Recovery Center.
2025-09.16.r	A resolution regarding a Grant Agreement between Dave Thomas Foundation for Adoption and Fairfield County Job & Family Services (FCJFS), the Protective Services Department (FCPS)

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 Prosecutor

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 Prosecutor:

A resolution approving a Fund to Fund transfer from the Prosecutor's 2025-09.16.s Local Match Allocation to Fund 2784 (Sub-Fund 8351) for Grant Year 2025/2026. A resolution to appropriate from unappropriated in a major expenditure 2025-09.16.t object category Prosecuting Attorney Victim Assistance Fund 2784 Sub-Fund 8351 Victims of Crime Act Grant 2025/2026

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 Regional Planning Commission

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

2025-09.16.u

A resolution authorizing the contract, notice to proceed and notice of commencement to Cooper Concrete Services LLC for the CDBG – Village of Bremen - Broad Street Sidewalks + Village of Amanda - ADA Compliant Sidewalk Ramps project.

2025-09.16.v

A resolution authorizing the contract, notice to proceed and notice of commencement to Saorsa Construction Ohio, Inc. for CDBG - PY2024 - Village of Bremen – Marietta Street Paving & Drainage Improvements and Village of Bremen – Howell Park Improvements – Walking Path project.

Commissioner Fix asked Josh Hillberry to speak on which projects will be done in the Village of Bremen.

Josh Hillberry stated the first resolution to Cooper Concrete Services LLC will be a sidewalk project to repair sidewalks near the Bremen Café, and the second will be for repairing drainage on Marietta Street and redoing walking path.

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:

2025-09.16.w

A resolution approving the disposal of 2 disabled vehicles [Sheriff] 2025-09.16.x A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category –23100101, General Fund

2025-09.16.y

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff; 2442, Commissary

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 Lancaster-Fairfield Community Action 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 Lancaster-Fairfield Community Action Agency:

2025-09.16.z

A Resolution to approve the Fiscal Year 2026 CFLP Solid Waste District Recycling Services and Recycling & Litter Prevention Grant Application for Fairfield County.

Roll call vote of the motion resulted as follows: Voting aye thereon: David Levacy, Steve Davis and Jeff Fix Regular Meeting #36 - 2025 – September 16, 2025

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

A resolution authorizing the approval to extend the due date for repayments on an advance for MCU Fund 7829 (8353) JAG Grant Fund; 7858 (8342) COSSAP DOJ Grant; and 7911 VCR Grant

2025-09.16.bb A resolution authorizing the approval to extend the due date for

repayments on an advance for MCU Fund 7864/8359 Recovery Ohio 2024

and 7585/8360 COSSAP23

2025-09.16.cc A resolution authorizing the approval of an advance from the General

Fund to 7829 (subfund 8362) JAG24 OCJS and 7830 (Subfund 8370)

DLEF2024.

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

Approval of the Payment of Bills

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

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

Roll call vote of the motion resulted as follows:

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

Adjournment

With no further business, on the motion of David Levacy, and the second of Steve Davis, the Board of Commissioners voted to adjourn at 7:29 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, September 23th, 2025, in the Commissioners' Hearing Room, 210 E. Main St., Lancaster, OH.

Motion by: David Levacy Seconded by: Steve Davis To approve the September 16, 2025, minutes by the following vote:

YEAS: David Levacy, Steve Davis, and Jeff Fix

ABSTENTIONS: None

*Approved on September 23, 2025

Steve Davis

Commissioner

David Levacy Commissioner

NAYS: None

Bennett Niceswanger, Assistant Clerk

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REVIEW AGENDA

BOARD OF COMMISSIONERS

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

County Administrator Aundrea N. Cordle

Deputy County AdministratorJeffrey D. Porter

Clerk Rochelle Menningen

Tuesday, September 16, 2025 Rushcreek Twp Fire Department 201 Marietta St., Bremen, OH 7:00 p.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. Public Comments

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

4. Legal Update

5. County Administration Update

- a. Week in Review
- b. Highlights of Resolutions
- c. Budget Review
- d. Calendar Review/ Invitations Received
 - i. Family and Children First Full Council Meeting, September 18, 2025, 8:30 a.m., Fairfield County Agricultural Building, 831 College Ave., Lancaster
 - ii. Lancaster Fairfield Community Action Agency Board of Directors Meeting, September 18, 2025, 11:30 a.m., Recycling Center, 1761 E. Main St., Lancaster
 - iii. Lancaster Fairfield Community Action Agency Silent Auction and Annual Dinner, September 18, 2025, 5:00 p.m., Alley Park Lodge, 2805 Old Logan Rd. SE, Lancaster
 - iv. CFLP Policy Committee Meeting, September 19, 2025, 9:00 a.m., Donald Hill Administration Building, 20 S. Second St., Newark
 - v. Job & Family Services 25th Anniversary Celebration, September 25, 2025, 3:30 5:00 p.m., Government Services Building, 239 W. Main St., Lancaster
 - vi. North Water Plant Friends and Family Day, September 27, 2025, 10:00 a.m. 2:00 p.m., 420 W. Sixth Ave., Lancaster
 - vii. The Senior Hub-Meals on Wheels Brown Bag It For Hunger Fundraiser, Wednesday, September 24, 2025

SERVE • CONNECT • PROTECT



REVIEW AGENDA

BOARD OF COMMISSIONERS

Commissioners: Steven A. Davis

Jeffrey M. Fix David L. Levacy

e. Correspondence

- AEP Update Regarding East Logan/South Lancaster Transmission Line Rebuild Project
- ii. Texas Eastern Transmission, LP Notice of Scheduled Maintenance in Fairfield County Easements
- iii. Fairfield County Municipal Court Criminal/Traffic Division Fee Report, August 2025
- iv. Letter from the Bloom Township Board of Trustees regarding industrial solar projects

County Administrator Aundrea N. Cordle

Deputy County Administrator Jeffrey D. Porter

Clerk

Rochelle Menningen

- 6. Updates from Elected Officials and Department Heads
- 7. Old Business
- 8. New Business
- 9. Regular (Voting) Meeting
- 10. Adjourn

SERVE • CONNECT • PROTECT

ADMINISTRATIVE AUTHORITY ITEMS FAIRFIELD COUNTY COMMISSIONERS' OFFICE SEPTEMBER 01, 2025 TO September 14, 2025

Fairfield County Commissioners

	-
AA.09.02-2025.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.09.02-2025.b	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.09.09-2025.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.09.10-2025.d	An Administrative Approval for the payment of invoices for departments that need Board of Commissioners' approval and have bills presented that are not more than \$77,250 per invoice. [Commissioners]
	Fairfield County Economic & Workforce Development
AA.09.08-2025.a	An Administrative Approval authorizing the application to the State Infrastructure Bank (SIB) for a SIB Loan for improvements to Basil-Western Road [Economic & Workforce Development]
	Fairfield County Engineer
AA.09.12-2025.b	An Administrative Approval is requested to enter into an agreement with Fairfield County, the City of Pickerington, and Violet Township relating to access to Busey Road and Pickerington Road for Sycamore Springs Development. [Engineer]
	Fairfield County Facilities
AA.09.10-2025.a	An Administrative Approval for Construction Services with Eversole Construction for the Sheridan Center Health Department Storage Facility [Facilities]
AA.09.10-2025.b	An Administrative Approval for Parking Lot Seal Coating and Pavement Marking Services for Multiple Parking Lots [Facilities]
	Fairfield County Family and Children First Council
AA.09.12-2025.a	Administrative Approval regarding a memorandum of understanding between The Fairfield County Family and Children First Council, The Fairfield County Department of Developmental Disabilities and Lancaster Fairfield Community Action Agency. [Family and Children First Council]
	Fairfield County Human Resources
AA.09.04-2025.a	An Administrative Approval to Approve Newly Hired Employees Under The Appointing Authority of The Fairfield County Board of Commissioners [Fairfield County Human Resources]

AA.09.10-2025.c An administrative approval of an agreement with the Lancaster YMCA to provide additional wellness initiative opportunities to Fairfield County employees. [Fairfield County Human Resources]

Fairfield County Regional Planning Commission

AA.09.04-2025.b An Administrative Approval for An Amendment to a Service Agreement between Fairfield County Board of Commissioners and the Fairfield County Regional Planning Commission for the PY 2022 CDBG Allocation and Neighborhood Revitalization Grant Program [Regional Planning Commission]

Fairfield County Utilities Department

AA.09.08-2025.b An administrative approval of a bank transfer for the County Utilities Department [Utilities]

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$30,606,902.00 has been appropriated, \$30,146,273.73 expended, \$342,546.95 encumbered or

obligated.		As of 9/12/25	As of 9/12/25	As of 9/12/25
Project/Category		Appropriations	Expenditure	Obligation
R210e	ADAMH/LSS Housing Projects			
		3,000,000.00	3,000,000.00	0.00
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			
	gg	700,000.00	700,000.00	0.00
R210i	Lancaster Festival			
112101	Editodotor i octivar	100,000.00	100,000.00	0.00
R211a	Subgrant for Tourism, Support for			
112110	the Fairfield County Fair	499,996.00	499,996.00	0.00
R211b	Aid to Tourism, Travel, Hospitality	18,278.01		0.00
112110	Aid to Tourism, Travel, Trospitality	10,270.01	18,278.01	0.00
R29a	Emergency Assistance Business	440,000,07		0.00
11234	Planning	146,829.87	146,829.87	0.00
R213a	Support for Agriculture and the			
112100	Growing Community	35,000.00	35,000.00	0.00
R213b	Technical Assistance for			
112100	Townships & Others	399,354.84	399,354.84	0.00
R213c	Contracts for Services to Support Residents Suffering Effects of the			
112130	Pandemic Pandemic	96,700.00	96,700.00	0.00
Subtotal Negative				
Economic Impacts		6,426,158.72	6,426,158.72	0.00
R310a	Housing Support, Affordable			
110100	Housing Strategic Plan	39,554.00	39,554.00	0.00
Subtotal Services				
Disproportionately Impacted Communities				
impacted Communities				
		39,554.00	39,554.00	0.00
Premium Pay	Dromium Day Dromium Day for			
R41a	Premium Pay, Premium Pay for Emergency Management Agency			
	Workers	27,907.72	27,907.72	0.00
Subtotal Premium Pay				
Cabician Followin ay		27,907.72	27,907.72	0.00

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$30,606,902.00 has been appropriated, \$30,146,273.73 expended, \$342,546.95 encumbered or

obligated.				
Project/Category		As of 9/12/25 Appropriations	As of 9/12/25 Expenditure	As of 9/12/25 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

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$30,606,902.00 has been appropriated, \$30,146,273.73 expended, \$342,546.95 encumbered or

obligated.				
Project/Category		As of 9/12/25 Appropriations	As of 9/12/25 Expenditure	As of 9/12/25 Obligation
R61e				
Note	Dispatch Consoles	543,820.85	543,820.85	0.00
R61f	F.: 5 H.O. H. D. H. L.	0 700 750 05	0.700.750.05	0.00
	Fairfield Center Purchase	2,708,752.85	2,708,752.85	0.00
R61g	Fairfield Center Renovation	3,344,528.02	3,225,277.92	119,250.10
R61h	Community School Attendance Program	501,137.00	501,137.00	0.00
R61i	Workforce Center Expansion	0.00	0.00	0.00
R61j	Smart Growth	197,657.97	197,657.97	0.00
R61k	United Way and Dolly Parton's Imagination Library	25,000.00	25,000.00	0.00
R61I	Auditor Historical Records Scanning	0.00	0.00	0.00
R61m	Engineer's Radios	80,000.00	80,000.00	0.00
R61n	Auditor Printers	4,357.66	4,357.66	0.00
R61o	Auditor Copiers	11,983.30	11,983.30	0.00
R61p	Bremen ADA Ramps	26,954.00	26,954.00	0.00
R61q	Transportation School Education Vehicles	38,357.90	38,357.90	0.00
R61r	Safety and Security	454,622.00	454,656.40	5.60
R61s	MAPSYS Custom Taxing Authority Management Application	52,433.00	52,433.00	0.00
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	9,863,884.75	136,115.24

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$30,606,902.00 has been appropriated, \$30,146,273.73 expended, \$342,546.95 encumbered or

Project/Category		As of 9/12/25 Appropriations	As of 9/12/25 Expenditure	As of 9/12/25 Obligation
Administration				
R71a	Administrative Expenses	591,798.66	473,717.34	0.00
Subtotal Administration		591,798.66	473,717.34	0.00
Grand Total		\$30,606,902.00	\$30,146,273.73	\$342,546.95





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)





JOIN US

NORTH WATER PLANT FRIENDS AND FAMILY DAY

Join us as we celebrate the hard work and commitment that each of you have made to make this project a success. Bring your friends and family for a fun-filled day of great food, games, hands-on activities, and tours of the new North Water Plant!

Date: 9.27.2025

Time: 10:00 am - 2:00 pm

Please RSVP to amanda.cowenearcadis.com by 9.10.2025







Hey, Lancaster!

Brown Bag It for Hunger!

Fundraiser

Wednesday, September 24

Lunch Includes

- Choice of Sandwich: Turkey, Ham & Cheese Roast Beef & Provolone **Egg Salad Croissant**
 - Potato Salad
 - Chips
 - Cookie
 - Orange

\$10.00

suggested donation per brown bag lunch

Brown Bag Lunches available for

Pick-up 10am to 1:00pm

The Senior Hub 1515 Cedar Hill Road, Lancaster

Delivery available on orders of 10 brown bag lunches or more. City of Lancaster ONLY.

Complete the order form below and

Fax your order to: 740.681.5046

Email your order to: mowfc@mowfc.org

Pick-Up: **The Senior Hub-Meals on Wheels**

1515 Cedar Hill Road • Lancaster

Delivery available For orders of 10 or more

Brown Bag Lunches.

September is Hunger Action Month

One in six seniors in America faces the threat of hunger or malnutrition which can lead to a spiral of increasingly unhealthy and dangerous situations.

Help Meals on Wheels wipe out Senior Hunger

in Fairfield County!

Place your order by
order by

Brown Bad It for Hunder Order Form		Ordering #_	Turkey, Ham & Cheese
		Ordering #_	Roast Beef & Provolone
Business/Agency	y Name	Ordering #	Egg Salad Croissant
Address		Total # _	Lunches ordered
Contact Person _		Phone —	
Email		Yes, se	nd me a confirmation email.
THE SENIOR	Fax or email your order to: 740.681.5046	mowfc(mowfc.org
HU	Pick-Up: The Senior Hub -Meals on Wheel	ls	
MEALS WHEELS	1515 Cedar Hill Road • Lancaster		
FAIRFIELD COUNTY	Delivery available for orders of 10 or more	Brown Bag	Lunches. ₀₂₀

Time Sensitive Information About Your Property

Letting You Know About Upcoming Field Activities

Dear Neighbor,

We want to provide you with an update on the East Logan - South Lancaster Transmission Line Rebuild Project, announced spring 2022.

AEP Ohio crews plan to conduct additional field surveys within the project area to locate underground utilities. The project team plans to use the survey information to aid in designing and engineering the transmission line rebuild and determining an updated construction schedule.

Crews expect to conduct the surveys through the end of October, depending on weather and other factors.

During surveys, you can expect to see crews:

- Walking or driving in the area.
- Using existing roads or lanes, whenever possible, to access the right-of-way corridor.
- Occasionally placing stakes or ribbons on your property.

AEP Ohio employers and clearly display identification on vehicle dashboards.

If you have any questions about these field activities, please contact Johnny McNutt of Property ROW, the right-of-way agent representing AEP Ohio during this project, at 330-591-8412 or jmcnutt@propertyrow.com.

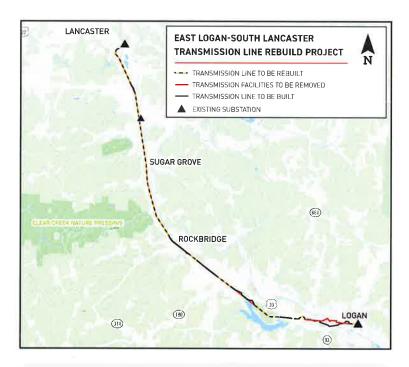
Thank you,

Kia Clay

AEP Ohio Project Outreach Specialist m, de souscell 🐙 is the second



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Board of Fairfield County Commissioners

210 E Main St Rm 301 Lancaster, OH 43130

We value your input. Please send comments and questions to:

Kia Clay · Project Outreach Specialist AEPOhio_Outreach@aep.com · 614-933-2998

AEPOhio.com/EastLogan-SouthLancaster

Texas Eastern Transmission, LP 2701 Commerce Drive Middletown, PA 17057



BOARD OF FAIRFIELD COUNTY COMM 210 E MAIN ST RM 301 LANCASTER, OH 43130-3854

August 11, 2025

Dear Landowner,

Texas Eastern Transmission, LP (Texas Eastern) has routine maintenance scheduled within its existing easement on or near your property. This work will involve accessing, mowing, clearing and a walking inspection of the easement area in accordance with said easement and company guidelines. This activity is scheduled to begin in mid-August 2025 and continue until completed. Trees and other encroachments within the easement area not removed at this time will be marked for removal at a later date. Areas with fences should have gates unlocked for access along the pipeline.

Areas with maintained lawns/yards and agricultural fields will not be mowed.

Should you have a tenant on the property, please let them know about our activities.

If you have any special concerns or problems, please contact me at 732-253-2570. A Texas Eastern representative will be able to assist you in answering your questions or address any issues causing you concern. I look forward to working with you to make this a positive experience.

Sincerely,

Richard Thornton

Supervisor, Land and Right of Way

732-253-2570

2601 Market Place

Suite 400

Harrisburg, PA 17110



VALEDA A. SLONE Clerk

FAIRFIELD COUNTY MU

136 West Main Street

Post Office Box 2390

Lancaster, Ohlo 43130-5390

Telephone: 740-687-6621

E-mall:

clerk@fcmcourt.org

Web:

www.fcmcourt.org

September 5, 2025

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

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

10% OSP Fines	\$1,394.50
Regular Fines	1,608.00
Uniform Fines	5,023.51
Gross Overload	4,854.00
50% Liquor Fines	12.50
OVI Housing	1.193.00
Sheriff's Department OVI	50.00
Affidavit of Indigency	1.803.67
Affidavit of Indigency	258.00
Dog Fines	0.00
Parks & Recreation	0.00
Parks & Recreation OVI	
Witness Fees	100 00
Expungement Fees	114.00
Jury Fees	114.09
EDITEMPO NO	\$16.411.54

a Some

Valeda A. Slone Clerk of Court

Fairfield County Commissioners

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

enclosures /tlh

BLOOM TOWNSHIP TRUSTEES

Carol Moore Brian Randles Jason Smith

BOARD ADMINISTRATOR

Anne Darling Cyphert
FISCAL OFFICER
Nicole Jurgensmier

September 8, 2025



8490 Lithopolis Road NW Carroll, Ohio 43112 Office: (614) 837-4387

Fax: (614) 837-7576 www.bloomtwp.org

Email: adminoffice@bloomtwp.org

To Whom It May Concern,

Last year, our Board of Trustees approved a Resolution regarding Solar Farm Fields. The information in this resolution was sent to us by the Fairfield County Prosecutors' Office (The restricted area was approved by the Fairfield County Commissioners). The resolution is listed below. We are very concerned about the Carnation Solar Field proposed for Amanda Township, which would be located just over the border from Bloom Township. We urge you to vote against this proposed project to preserve the rural quality of our area.

Sincerely,

Carol Moore, Trustee

Brian Randles, Trustee

ason Smith, Trustee

RESOLUTION: TO REQUEST THE FAIRFIELD COUNTY BOARD OF COUNTY COMMISSIONERS TO CREATE A RESTRICTED AREA PROHIBITING LARGE SOLAR DEVELOPMENT

WHEREAS, the Board of Trustees (the "Board") of Bloom Township, Fairfield County, Ohio (the "Township"), is concerned about the development of solar farms within the unincorporated area of the Township; and

WHEREAS, pursuant to Ohio Revised Code Section 303.58, counties may create restricted zones that prohibit the development of large solar facilities in designated areas of the county; and

WHEREAS, the Board is concerned about the impact large solar facilities would have on local property values, potential water contamination, and local aesthetics, and desires to prioritize the preservation and development of agricultural land; and

WHEREAS, the Board believes it is in the Township's and its residents' best interest to request the County Commissioners to designate the unincorporated area of Bloom Township as a restricted area in which large solar facilities are prohibited.

- **1.** The Board hereby requests the Fairfield County Board of County Commissioners to designate the unincorporated area of Bloom Township as a restricted area in which large solar facilities are prohibited.
- 2. The Township Administrator, or her designee, is authorized and directed to transmit a copy of this resolution to the Fairfield County Board of County Commissioners for its consideration.

REGULAR AGENDA #36 - 2025 FAIRFIELD COUNTY COMMISSIONERS' OFFICE SEPTEMBER 16, 2025

AGENDA FOR TUESDAY, SEPTEMBER 16, 2025

7:00 PM	Review
	Regular Meeting
	Pledge of Allegiance
	Announcements
	Approval of Minutes for September 4, 2025
	Commissioners
2025-09.16.a	A Resolution to Approve the Expedited Type II Annexation of 70.765 +/- Acres from Walnut Township to the Village of Baltimore, Pursuant to Ohio Revised Code (R.C.) 709.023, Agent for petitioner Jeffrey Feyko [Commissioners]
2025-09.16.b	A resolution approving an account to account transfer in a major object expense category for grant fund# 2788, CDBG FY2022. [Commissioners]
2025-09.16.c	A resolution authorizing the approval repayment of an advance to the General Fund for FAA grant fund# 3011, sub fund# 8356. [Commissioners]
2025-09.16.d	A resolution to approve a memo transactions for interest allocation reimbursements for Fairfield Department of Health, Fairfield County Parks, & Fairfield County Port Authority – Fund #7012, #7321, & #7308. [Commissioners]
	Fairfield County Board of Developmental Disabilities
2025-09.16.e	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 Board of Elections
2025-09.16.f	A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category –Fund 1001-Board of Elections [Board of Elections]
	Fairfield County Emergency Management Agency
2025-09.16.g	A resolution in the matter of nominations to the Fairfield County Local Emergency Planning Committee – LEPC for the EMA [EMA]
2025-09.16.h	A resolution authorizing an EMA fund to fund transfer. [EMA]

	Fairfield County Engineer
2025-09.16.i	A resolution to Schedule an Annual Township Trustee Meeting [Engineer]
2025-09.16.j	A resolution to approve the plat for Sycamore Springs – Phase 1. [Engineer]
2025-09.16.k	A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for repairs and maintenance. [Engineer]
2025-09.16.1	A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for vacation time payout [Engineer]
2025-09.16.m	A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for construction in progress [Engineer]
	Fairfield County Family and Children First Council
2025-09.16.n	A resolution to request for appropriations for Fund #7521 Family and Children First Council (FCFC). [Family and Children First Council]
	Fairfield County Job and Family Services
2025-09.16.0	A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Noble Vision Behavior Health LLC. [JFS]
2025-09.16.p	A resolution for the Purchase of Service Agreement between Job & Family Services, Child Protective Services Department and Ohio Guidestone. [JFS]
2025-09.16.q	A resolution for the Purchase of Service Agreement between Job & Family Services, Child Protective Services Department and The Recovery Center. [JFS]
2025-09.16.r	A resolution regarding a Grant Agreement between Dave Thomas Foundation for Adoption and Fairfield County Job & Family Services (FCJFS), the Protective Services Department (FCPS) [JFS]
	Fairfield County Prosecutor
2025-09.16.s	A resolution approving a Fund to Fund transfer from the Prosecutor's Local Match Allocation to Fund 2784 (Sub-Fund 8351) for Grant Year 2025/2026. [Prosecutor]
2025-09.16.t	A resolution to appropriate from unappropriated in a major expenditure object category Prosecuting Attorney Victim Assistance Fund 2784 Sub-Fund 8351 Victims of Crime Act Grant 2025/2026 [Prosecutor]

	Fairfield County Regional Planning Commission
2025-09.16.u	A resolution authorizing the contract, notice to proceed and notice of commencement to Cooper Concrete Services LLC for the CDBG – Village of Bremen - Broad Street Sidewalks + Village of Amanda - ADA Compliant Sidewalk Ramps project. [Regional Planning Commission]
2025-09.16.v	A resolution authorizing the contract, notice to proceed and notice of commencement to Saorsa Construction Ohio, Inc. for CDBG - PY2024 - Village of Bremen – Marietta Street Paving & Drainage Improvements and Village of Bremen – Howell Park Improvements – Walking Path project. [Regional Planning Commission]
	Fairfield County Sheriff
2025-09.16.w	A resolution approving the disposal of 2 disabled vehicles [Sheriff]
2025-09.16.x	A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category –23100101, General Fund [Sheriff]
2025-09.16.y	A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff; 2442, Commissary [Sheriff]
	Lancaster-Fairfield Community Action Agency
2025-09.16.z	A Resolution to approve the Fiscal Year 2026 CFLP Solid Waste District Recycling Services and Recycling & Litter Prevention Grant Application for Fairfield County. [Community Action]
	South Central Major Crimes Unit
2025-09.16.aa	A resolution authorizing the approval to extend the due date for repayments on an advance for MCU Fund 7829 (8353) JAG Grant Fund; 7858 (8342) COSSAP DOJ Grant; and 7911 VCR Grant [Sheriff - Major Crimes Unit]
2025-09.16.bb	A resolution authorizing the approval to extend the due date for repayments on an advance for MCU Fund 7864/8359 Recovery Ohio 2024 and 7585/8360 COSSAP23 [Sheriff - Major Crimes Unit]
2025-09.16.cc	A resolution authorizing the approval of an advance from the General Fund to 7829 (subfund 8362) JAG24 OCJS and 7830 (Subfund 8370) DLEF2024. [Sheriff - Major Crimes Unit]
	Payment of Bills
2025-09.16.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 September 23, 2025, at 9:00 a.m.
	Adjourn

Review Meeting

The Commissioners met at 10:00 a.m. in the Commissioners' Hearing Room located at 210 E. Main St., Lancaster, OH. Commissioner Fix called the meeting to order, and the following Commissioners were present: Jeff Fix and David Levacy. Also present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Commissioners' Clerk, Rochelle Menningen; Information and Communications Coordinator, Bennett Niceswanger; Auditor, Dr. Carri Brown; Recorder, Lisa McKenzie; Assistant Prosecuting Attorney, Steven Darnell; Budget Director, Bart Hampson; Deputy JFS Director, Heather O'Keefe; Economic Development Specialist, Anthony Iachini; Interim RPC Director, Holly Mattei; FCFC Manager, Tiffany Wilson; Magistrate, Josh Horacek; Soil & Water Urban Technician, Chad Lucht; and Sheriff Deputy, Kevin Romine. Also in attendance: Ray Stemen, Stephanie Taylor, Mike Lieber, Sherry Pymer, Jeremy Primmer, Bryan Bonkowski, Betty Bennett, and Bob Slatter II.

Virtual Attendees: Staci Knisley, Jerry Starner, Beth Cottrell, Colleen Cook, Lori Hawk, Jessica Murphy, Brian Wolfe, Ashley Arter, Bayley Fields, Jeffrey Barron, Amberly Hannum, Stacy Hicks, Alex Lape, David Uhl, Andrew Robberts, Aubrey Ward, Rick Szabrak, Britney Lee, and Joe Ebel.

Welcome

Commissioner Fix opened the meeting by welcoming everyone in attendance.

Listen & Learn, Regional Planning Commission (RPC)

Holly Mattei, Fairfield County RPC Interim Director, spoke about the RPC and stated it is a member board organization under the O.R.C. The RPC administers subdivision regulations and has developed a model zoning code to assist the county's 26 villages and townships with developing or updating their zoning codes. Thurston and Millersport have already adopted a new zoning code and there are several other communities working to adopt their zoning codes. Ms. Mattei thanked the Commissioners for funding the development of the model zoning code. The RPC administers the process for commercial building permits and the Community Development Block Grant (CDBG). There are two resolutions on the agenda for CDBG projects.

Aundrea Cordle thanked Ms. Mattei for her work with the CDBG program.

Ms. Mattei added that the RPC meets on the first Tuesday of each month.

Commissioner Levacy thanked Ms. Mattei for her work with the RPC.

Commissioner Fix stated the presentation shows how everyone in the county is working together on land use.

Rotary Playground

Lancaster Rotary Club (Rotary) Board Member, Mike Lieber, spoke about a proposed playground project. He stated Miller Park will be located behind the Lancaster water treatment plant. The park will have a ball field and a playground. The park will consist of 8000 sq ft. It will cost two million dollars for the ball field and the playground. Rotary received \$200,000 from the state toward the project. Rotary still needs to raise funds for the project.

Commissioner Levacy asked about the fundraising efforts and the leveling of the dirt on the property.

Mr. Leiber stated this is the first public meeting where the park and fundraising for the park have been discussed. The dirt will be used to level off the area so that wheelchairs can access the park.

Commissioner Levacy and Commissioner Fix thanked Mr. Leiber for providing information on the project.

Public Comments

Ray Stemen of Lancaster spoke about the importance of community projects such as the park spoken about by Mr. Leiber and provided a prayer.

Bryan Bonkowski with North Valley Bank introduced himself and his colleague, Andrew (last name unknown) from AFLAC. Andrew stated he would like to speak again to the county's HR department regarding benefits.

Stephanie Taylor with Habitat for Humanity of Southeast Ohio stated rotary has made big strides in bringing the park to fruition. They will be holding fundraisers including "The Battle of the Bands."

Legal Update

There was no legal update.

County Administration Update

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

Week in Review

The Hunger Games of Generosity

Throughout September, Fairfield DD and JFS will face off in "The Hunger Games of Generosity", a friendly food drive competition for 211's Hunger Action Month. There will be donation bins located at the Fairfield County Board of DD, the Government Services Building, and here, on the first floor of the Administrative Courthouse. Gather your non-perishables and give generously this month. Every donation makes a difference for families right here in Fairfield County. We will announce the current leaders at the September 16th and 23rd meetings!

Highlights of Resolutions

Administrative Approvals

The review packet contains a list of administrative approvals.

Resolution Review

There are 11 resolutions on the agenda for the voting meeting.

Resolutions of note:

- The by-laws of the South Central Major Crimes Governing Board require that a commissioner, or a designee, be appointed to the Board. The first resolution on the agenda appoints Commissioner Steve Davis to the governing board.
- There is a resolution to grant the County Administrator authority approve agreements and applications regarding a State Infrastructure Bank loan for improvements to Basil-Western Rd.
- EMA has a resolution to appoint the County Administrator as designee for the
 Ohio State Disaster Relief Program for assistance available due to the flooding on
 July 26th and 27th of this year. This resolution also authorizes the County
 Administrator to be the point of contact for the 2025 Flooding State Disaster
 Relief Program.
- Family and Children First Council has a resolution to approve the repayment of an advance to the General Fund of \$250,000.
- RPC has two resolutions to approve bid awards. The first is for the CDBG
 Sidewalk Project in Amanda. That award will go to Cooper Concrete Services,
 LLC, for their bid of just over \$228 thousand. The CDBG Village of Bremen
 Marietta Street Paving and Drainage Improvements and the Howell Park Walking
 Path Project award will go to Saorsa Construction Ohio, Inc., for their bid of
 \$330,325.

Budget Review

Finance Director, Bart Hampson, thanked departments for meeting budget deadlines.

Calendar Review/Invitations Received

- A review of the Commissioners' Calendar, Invitations Received, and Correspondence received was provided by the Clerk to the Fairfield County Board of Commissioners, Rochelle Menningen
 - The Event Center at Violet Woods Community Open House, September 7, 2025, 1:00 p.m.– 6:00 p.m., 10190 Blacklick Eastern Rd. NW, Pickerington
 - Sturbridge Meadows Meeting, September 8, 2025, 5:30 p.m., Violet Township Offices, 10190 Blacklick Eastern Rd. NW, Pickerington
 - Decorative Arts Center of Ohio, Members' Reception, "Food for Thought, A Taste of the Canton Museum of Art, and Essential Ingredients, Cookbooks as History", September 26, 5:30 p.m.- 8:00 p.m., 145 E. Main St., Lancaster

Correspondence

- Letter from the Office of the Governor, Mike DeWine, August 28, 2025, Re: The One Big Beautiful Bill Act and Pell Grant Eligibility
- Petition for the Vacation of an Unimproved Road, August 25, 2025, Petitioner Amy Smith, Greenfield Township, Segment of an Alley in the Unincorporated Village of Havensport
- Expedited Type II Annexation, 4.478+/- Acres, Rushcreek Township to the Village of Bremen, Agent for the Petitioner, Tom Hart

Updates from Elected Officials and Department Heads

Anthony Iachini spoke about the resolution for Basil-Western Rd. improvements. The resolution would provide for some construction costs and would give Ms. Cordle related signing authority.

Commissioner Levacy spoke about a letter from the Governor which stated that the Big Beautiful Bill would provide additional Pell grant funding.

Rick Sazbrak spoke virtually about the potential ability to use Pell grant funds to pursue workforce training.

Chad Lucht spoke about Soil & Water's upcoming annual banquet and the elections of their board members.

Tiffany Wilson spoke about resource guides available for families from the Family and Children First Council.

Magistrate Horacek introduced new staff attorney, Greyson Teague.

Lisa McKenzie stated that her office is alerting residents about potential property fraud.

Auditor Brown reported the budget does not need adjusted for revenues. Information is being gathered regarding training needed for villages and townships. She met with Representative Miller and Secretary of State Frank LaRose regarding concepts for property tax relief. Dr. Brown stated her appreciation for the work done by payroll officers and thanked Commissioner Fix for his idea for the "Map of the Month" which contains football fields in Fairfield County.

Heather O'Keefe encouraged everyone to participate in the 211 food drive which is collecting food throughout the month of September.

Old Business

Commissioner Levacy spoke about attending the Kingsbury Senior Living Open House and added that it is a great addition to the community.

Commissioner Fix spoke about a housing coalition that has been started with Columbus Mayor Ginther's Office. He stated that housing is needed to sustain economic growth in the central Ohio region.

New Business

Commissioner Fix stated he was asked to join the MORPC Executive Board.

Commissioner Levacy talked about the Fairfield County Veterans Hall of Fame celebration in November.

Regular (Voting) Meeting

The Commissioners continued to the Regular/Voting portion of the meeting, and the following Commissioners were present: Jeff Fix and David Levacy. Also present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Commissioners' Clerk, Rochelle Menningen; Information and Communications Coordinator, Bennett Niceswanger; Auditor, Dr. Carri Brown; Recorder, Lisa McKenzie; Assistant Prosecuting Attorney, Steven Darnell; Budget Director, Bart Hampson; Deputy JFS Director, Heather O'Keefe; Economic Development Specialist, Anthony Iachini; Interim RPC Director, Holly Mattei; FCFC Manager, Tiffany Wilson; Magistrate, Josh Horacek; Soil & Water Urban Technician, Chad Lucht; and Sheriff Deputy, Kevin Romine. Also in attendance: Ray Stemen, Stephanie Taylor, Mike Lieber, Sherry Pymer, Jeremy Primmer, Bryan Bonkowski, Betty Bennett, and Bob Slatter II.

Virtual Attendees: Staci Knisley, Jerry Starner, Beth Cottrell, Colleen Cook, Lori Hawk, Jessica Murphy, Brian Wolfe, Ashley Arter, Bayley Fields, Jeffrey Barron, Amberly Hannum, Stacy Hicks, Alex Lape, David Uhl, Andrew Robberts, Aubrey Ward, Rick Szabrak, Britney Lee, and Joe Ebel.

Pledge of Allegiance

Commissioner Fix asked everyone to rise as able and lead the Pledge of Allegiance.

Announcements

Clerk Menningen stated the next Regular Meeting for the Fairfield County Board of Commissioners will be September 16th, 2025, at the Rushcreek Township Fire Department in Bremen.

Approval of Minutes for August 26, 2025

On the motion of David Levacy and the second of Jeff Fix, the Board of Commissioners voted to approve the Minutes for the Tuesday, August 26, 2025, meeting.

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

Approval of Resolutions from the Fairfield County Board of Commissioners

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

2025-09.04.a A Resolution Approving the Appointment of Fairfield County
Commissioner Steven Davis to the South Central Major Crimes Unit
Governing Board

2025-09.04.b A resolution granting the County Administrator the authority to approve
any agreements or applications regarding a State Infrastructure Bank (SIB)

any agreements or applications regarding a State Infrastructure Bank (SIB) Loan application for improvements to Basil-Western Road

Roll call vote of the motion resulted as follows: Voting aye thereon: David Levacy 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 Jeff Fix, the Fairfield County Board of Commissioners voted to approve the following resolution from the Fairfield County Court of Common Pleas:

2025-09.04.c A Resolution to Appropriate from Unappropriated in a Major Expenditure

Object Category for Common Pleas Court; Fund # 2422, Common Pleas

Special Projects Fund

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

Approval of a Resolution from the Fairfield Emergency Management Agency

On the motion of David Levacy and the second of Jeff Fix, the Fairfield County Board of Commissioners voted to approve the following resolution from the Fairfield County Emergency Management Agency:

2025-09.04.d A resolution to appoint the County Administrator as the Designee for the

Ohio State Disaster Relief Program for Public Assistance available due to

Flooding on July 26-27, 2025

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

Approval of a Resolution from the Fairfield County Engineer

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

2025-09.04.e A resolution to request for appropriations for additional unanticipated

receipts of memo receipts and memo expenses for fund 3445 BLO-36

bridge replacement

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

Approval of Resolutions from the Fairfield County Family and Children First Council

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

2025-09.04.f A resolution authorizing the approval of repayment of an advance to the

General Fund from Fund # 7521

2025-09.04.g A Resolution Authorizing the Approval of an Advance from the General

Fund to The Family and Children First Council Fund #7521, Sub-fund

#8160 Help Me Grow – Early Intervention SFY26

Roll call vote of the motion resulted as follows:

Voting aye thereon: David Levacy and Jeff Fix

Approval of a Resolution from Fairfield County Juvenile Probate Court

On the motion of David Levacy and the second of Jeff Fix, the Fairfield County Board of Commissioners voted to approve the following resolution from Fairfield County Juvenile Probate Court:

2025-09.04.h A Resolution to Appropriate from Unappropriated in Fund #2076 Indigent

Guardianship and a Fund-to-Fund Transfer from Probate Court to GSB

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

Approval of Resolutions from the Fairfield County Regional Planning Commission

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

2025-09.04.i A resolution to approve an award of bid to Cooper Concrete Services LLC

for the CDBG - PY2024 - Village of Bremen – Broad Street Sidewalk Improvements and Village of Amanda – ADA Compliant Sidewalk

Ramps

2025-09.04.j A resolution to approve an award of bid to Saorsa Construction Ohio, Inc.

for the CDBG - PY2024 - Village of Bremen – Marietta Street Paving &

Drainage Improvements and Village of Bremen – Howell Park

Improvements – Walking Path

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

Approval of the Payment of Bills

On the motion of David Levacy and the second of Jeff Fix, the Fairfield County Board of Commissioners voted to approve the following resolution for the Payment of Bills:

2025-09.04.k 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 Jeff Fix

Adjournment

With no further business, on the motion of David Levacy, and the second of Jeff Fix, the Board of Commissioners voted to adjourn at 9:56 a.m.

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

The next Regular Meeting is scheduled for 7:00 p.m. on Tuesday, September 16th, 2025, at the Rushcreek Township Fire Department, 201 Marietta St., Bremen, OH.

Motion by: David Levacy To approve the September	Seconded by: S 4, 2025, minutes by the following	
YEAS: David Levacy, Stev ABSTENTIONS: None	ve Davis, and Jeff Fix	NAYS: None
*Approved on September 1	6, 2025	
	G. D.	David Levacy
Jeff Fix	Steve Davis	David Levaev
Jeff Fix Commissioner	Steve Davis Commissioner	Commissioner

A Resolution to Approve the Expedited Type II Annexation of 70.765 +/- Acres from Walnut Township to the Village of Baltimore, Pursuant to Ohio Revised Code (R.C.) 709.023, Agent for petitioner Jeffrey Feyko

WHEREAS, a petition for the annexation of 70.765 +/- acres, more or less, from Walnut Township into the Village of Baltimore, was filed with the Fairfield County Board of Commissioners on August 8, 2025, under the expedited process outlined in Section 709.023 of the Revised Code; and

WHEREAS, a legal description and survey of the property to be annexed is attached hereto and incorporated herein; and

- **WHEREAS,** (1) The petition for annexation meets all the requirements set forth in, and was filed in the manner provided in, section 709.023 of the Revised Code;
- (2) The individuals who signed the petition are owners of the real estate located in the territory proposed for the annexation and constitute all the owners of real estate in that territory;
- (3) The territory proposed for annexation does not exceed five hundred acres;
- (4) The territory proposed for annexation shares a contiguous boundary with the municipal corporation to which annexation is proposed for a continuous length of at least five percent of the perimeter of the territory proposed for annexation;
- (5) The annexation will not create an unincorporated area of the township that is surrounded by the territory proposed for annexation.
- (6) If a street or highway is divided or segmented by the boundary line between the township and the municipal corporation as to create a road maintenance problem, the municipal corporation which annexation is proposed has agreed as a condition of the annexation to assume the maintenance of that street or highway or to otherwise correct the problem, which is outlined in the attached road maintenance agreement. As used in this paragraph, "street" or "highway" has the same meaning in section 4511.01 of the Revised Code; and

A Resolution to Approve the Expedited Type II Annexation of 70.765 +/- Acres from Walnut Township to the Village of Baltimore, Pursuant to Ohio Revised Code (R.C.) 709.023, Agent for petitioner Jeffrey Feyko

WHEREAS, the Village of Baltimore, Ohio has adopted the municipal services ordinance to provide village services to the property to be annexed and did not object to the annexation of the territory within the timeframe set forth in R.C. 709.023.

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

Section 1. That the Board of Commissioners finds that the petition is a valid petition to annex and that it meets all the requirements set forth in and was filed in a manner provided in R.C. 709.023.

Section 2. Pursuant to R.C. 709.023, the Board of Commissioners hereby grants the petition to annex 70.765 +/- acres, more or less, from Walnut Township into the Village of Baltimore.

Section 3. That the Clerk of the Board of Commissioners is instructed to deliver a certified copy of the entire record of the annexation proceedings, including the Board resolution, the petition, the map, and all other papers of the file relating to the annexation proceedings to the Clerk of the Village of Baltimore, Ohio.

Prepared by: Bennett Niceswanger



Village of Baltimore

Fairfield County

103 West Market Street Baltimore, Ohio 43105

Phone: 740-862-4491 Fax: 740-862-4368 Rick Ellas Mayor

Matthew Nihiser Village Administrator

Brian Bibler Fiscal Officer

Jeffrey Feyko Village Solicitor 115 N. Center Street Pickerington OH 43147 Phone: (614) 837-1870 Fax: (614) 837-2235

August 8, 2025

By Hand Delivery

Attention: Rochelle M. Menningen, Clerk The Board of County Commissioners of Fairfield County, Ohio 210 East Main Street, Room 301 Lancaster, Ohio 43130

RE: Petition for Annexation of 70.765 Acres, More or Less, in Walnut Township, Fairfield County, Ohio to the Village of Baltimore, Ohio, Utilizing the Special Procedure of O.R.C. Section 709.023, et seq. (570 BSR & Stick Bundlers Annexation)

Dear Rochelle:

Please see the following attached documents, that need to be filed in the above annexation:

- Petition for Annexation, with attached Exhibit A (legal description), Exhibit B (Plat of Annexation), and List of All Tracts Adjacent to/Across Road from property to be annexed;

- A check for the filing fee in the amount of \$125.00;

250 PMermon

Thank you for your assistance. In the meanwhile, please let me know if you have any questions.

Respectfully,

Jeffrey Feyko, Co-Agent for Petitioners

& Baltimore Village Solicitor

JF/bch Enclosures

Village Fiscal Officer

PETITION FOR ANNEXATION OF 70.765 ACRES,
MORE OR LESS, IN WALNUT TOWNSHIP, FAIRFIELD
COUNTY, OHIO, TO THE VILLAGE OF BALTIMORE,
OHIO, UTILIZING THE SPECIAL PROCEDURE OF
OHIO REVISED CODE SECTION 709.023 ET SEQ.

TO: The Board of County Commissioners of Fairfield County, Ohio

Now come the undersigned Petitioners in these premises, being one hundred percent (100%) of the owners of certain property as hereinafter described and request that their property be annexed to the Village of Baltimore, Ohio. The territory proposed for annexation contains 70.765 acres, more or less, in Walnut Township, Fairfield County, and is contiguous to the boundary of the Village of Baltimore, Ohio, for five percent (5%) or more of the territory proposed for annexation. The undersigned understand that the property will not be excluded from the Township upon the approval of the annexation request.

An accurate description of the perimeter and area of the territory sought to be annexed is attached hereto and made a part hereof as EXHIBIT A. A map or plat of the above described territory sought to be annexed is attached hereto and made a part hereof as EXHIBIT B. The territory proposed for annexation does not exceed five hundred (500) acres.

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

There is no annexation agreement between the municipality and the Township pursuant to ORC §709.192 applicable to this annexation or an applicable Cooperative Economic Development Agreement (C.E.D.A.) pursuant to ORC §701.07.

The number of owners in the territory sought to be annexed is two (2) and the number of owners who signed the petition is two (2).

AUG 08 2025

The owners who signed this petition by their signatures expressly waive their right to appeal in law or equity from the Board of County Commissioners' entry of any resolution passed under ORC §709.023 and waive any right that they may have to sue on any issue relating to a municipal corporation requiring a buffer as provided in ORC §709.023 and further waive any rights to seek a variance that would relieve or exempt them from that buffer requirement.

Jeffrey Feyko, 115 North Center Street, Pickerington, Ohio, 43147 (Phone: 614-837-1870), and James R. Cotugno, 11625 Poplar Creek Rd. NW, Baltimore, Ohio 43105 (Phone: 614-206-1848) are hereby appointed Co-Agents for the undersigned Petitioners, as required by ORC §709.02, and said Petitioners' Co-Agents are hereby authorized to make any amendments and/or deletions which in their absolute and complete discretion are proper under the circumstances then existing. In addition, the Petitioners' Co-Agents are authorized to make such amendments and/or deletions in this petition, map, plat or description in order to correct any discrepancy or mistake noted by the County Engineer or others in their examination of the petition, map, plat or description. Amendments to correct the map, plat or description may be made by the presentation of an amended map or plat and description to the Board of County Commissioners on, before or after the date set for hearing of this petition unless otherwise specified by law.

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

By James R Cotugns (Printed Name & Title) 692 Hill Rd. N. Pickerington, Ohio 43147

STICK BUNDLERS, LLC, Owner

By Marshall McCormick
(Printed Name & Title) Authorized Member

Reynoldsburg, Ohio 43068

and

RECEIVED

AUG 08 2025

Fairfield County Commissioner

LIST OF ALL TRACTS, LOTS OR PARCELS INSIDE AND ADJACENT TO AND/OR ACROSS THE ROAD FROM THE TERRITORY TO BE ANNEXED (PURSUANT TO ORC §709.02[D])

NAME OF OWNER	MAILING ADDRESS	PARCEL NUMBER	ACRES
Norfolk Southern Combined Railroad	c/o Norfolk Southern Corp. Taxation Dept. 3 Commercial Pl., Box 209 Norfolk, VA 23510	0670000500	0
Jennifer Laski, Trustee & Donald L. & Marilyn J. Kull, Trustees	724 Baltimore-Somerset Rd. NE Baltimore, Ohio 43105	0490253300	81.06
Jennifer Laski, Trustee	724 Baltimore-Somerset Rd. NE Baltimore, Ohio 43105	0490253400	2.75
Act Investments, LLC	3560 Dolson Ct., Ste. P Carroll, Ohio 43112	0490263400	62.33
Dennis D. DiPaolo, Sr. & Jessica DiPaolo	585 Baltimore-Somerset Rd. Baltimore, Ohio 43105	0490263610	5.07
Cherry Lane North, LLC	11625 Poplar Creek Rd. NW Baltimore, Ohio 43105	0490263500	100.14
Baltimore Industrial Park, LLC c/o Ron DiPaolo	PO Box 122 Baltimore, Ohio 43105	0490252300	2.3
Jeff Wiley	4501 Sheets Rd. Lancaster, Ohio 43130	0490252200	2.11
Baltimore Industrial Park, LLC c/o Ron DiPaolo	PO Box 122 Baltimore, Ohio 43105	0490252310	9.55



Focused on Excellence



June 26, 2025

DESCRIPTION OF 70.765 ACRES, MORE OR LESS SITUATED IN THE SOUTH HALF OF SECTION 19
TOWNSHIP 16 NORTH, RANGE 18 WEST
TO BE ANNEXED TO THE VILLAGE OF BALTIMORE, OHIO FROM WALNUT TOWNSHIP
NORTH OF BALTIMORE-SOMERSET ROAD (S.R. 256)
WEST OF LANCASTER NEWARK ROAD (S.R. 37)
WALNUT TOWNSHIP, FAIRFIELD COUNTY, OHIO

Situated in the State of Ohio, County of Fairfield, Walnut Township, South Half of Section 19, Township 16 North, Range 18 West, being 70.765 acres of land and being the remainder of that 70.765 acre tract of land as described in a deed to 570 BSR, LLC, of record in Instrument No. 202300016706 and all of that 4.819 acre tract of land as described in a deed to Stick Bundlers, LLC, of record in Instrument No. 202500005176, all references herein being to the records located in the Recorder's Office, Fairfield County, Ohio and being more particularly described as follows;

BEGINNING at the southwesterly corner of said 65.946 acre tract, also being the southeasterly corner of a 2.30 acre tract of land as described in a deed to Baltimore Industrial Park, LLC, of record in Official Record 1399, Page 2010, being a point in the centerline of Baltimore-Somerset Road (S.R. 256) and being located easterly 2688 feet from the southwesterly corner of Section 19;

Thence in a northerly direction, along the westerly line of said 65.946 acre tract, the easterly line of said 2.30 acre tract, the easterly line of a 2.11 acre tract as described in a deed to Jeff Wiley, of record in Instrument No. 202100020607 and the easterly line of a 9.55 acre tract of land as described in a deed to Baltimore Industrial Park, LLC, a distance of approximately 2639 feet to a point in the southerly line of the railroad (60 feet in width) as described in a deed to Pennsylvania Lines LLC, of record in Deed Volume 690, Page 394, also being a point in the southerly corporation line of the Village of Baltimore (Ordinance 2024-39);

Thence in an easterly direction, along the northerly line of said 65.946 acre tract, the southerly line of said railroad and the southerly line of the Corporation line of said Village of Baltimore, a distance of approximately 1167 feet to a point at the northwesterly corner of a 81.06 acre tract of land as described in deeds to Jennifer Laski, Trustee and Donald L. and Marilyn J. Kull, Trustees, of record in Instrument No. 202200013593 and Official Record 1751, Page 1628, respectively;

Thence in a southerly direction, departing from said Corporation line, along the easterly line of said 65.946 acre tract, the westerly line of said 81.06 acre tract and the westerly line of a 2.75 acre tract of land as described in a deed to Jennifer Laski, Trustee, of record in Instrument No. 202200013593, a distance of approximately 2636 feet to a point in the centerline of said Baltimore-Somerset Road, also being a point in the northerly line of a 62.33 acre tract of land as described in a deed to ACT Investments LLC, of record in Instrument No. 202000026495;

8439 Voris Road • Logan, Ohio 43138 • 740-654-0600 (Lancaster) • 614-837-0800 (Columbus)

EMAIL: jadcock@americanlandsurveyors.com

WEBSITE: www.americanlandsurveyors.com



Focused on Excellence

Thence in a westerly direction, along the southerly line of said 65.946 acre tract, the southerly line of said 4.819 acre tract, the northerly line of said 62.33 acre tract, the northerly line of a 5.07 acre tract of land as described in a deed to Dennis D. Dipaolo, Sr. and Jessica Dipaolo, of record in Official Record 1120, Page 1987, the northerly line of said 100.14 acre tract and the centerline of said Baltimore-Somerset Road, a distance of approximately 1170 feet to the **PLACE OF BEGINNING** and containing **70.765 acres** of land.

This description was prepared by American Land Surveyors, LLC, by Jon B. Adcock, Ohio Licensed Professional Surveyor No. 8461 and is for annexation purposes only and is not intended to be used for a fee conveyance.

Jon B. Adcock, Ohio P.S. No. 8461

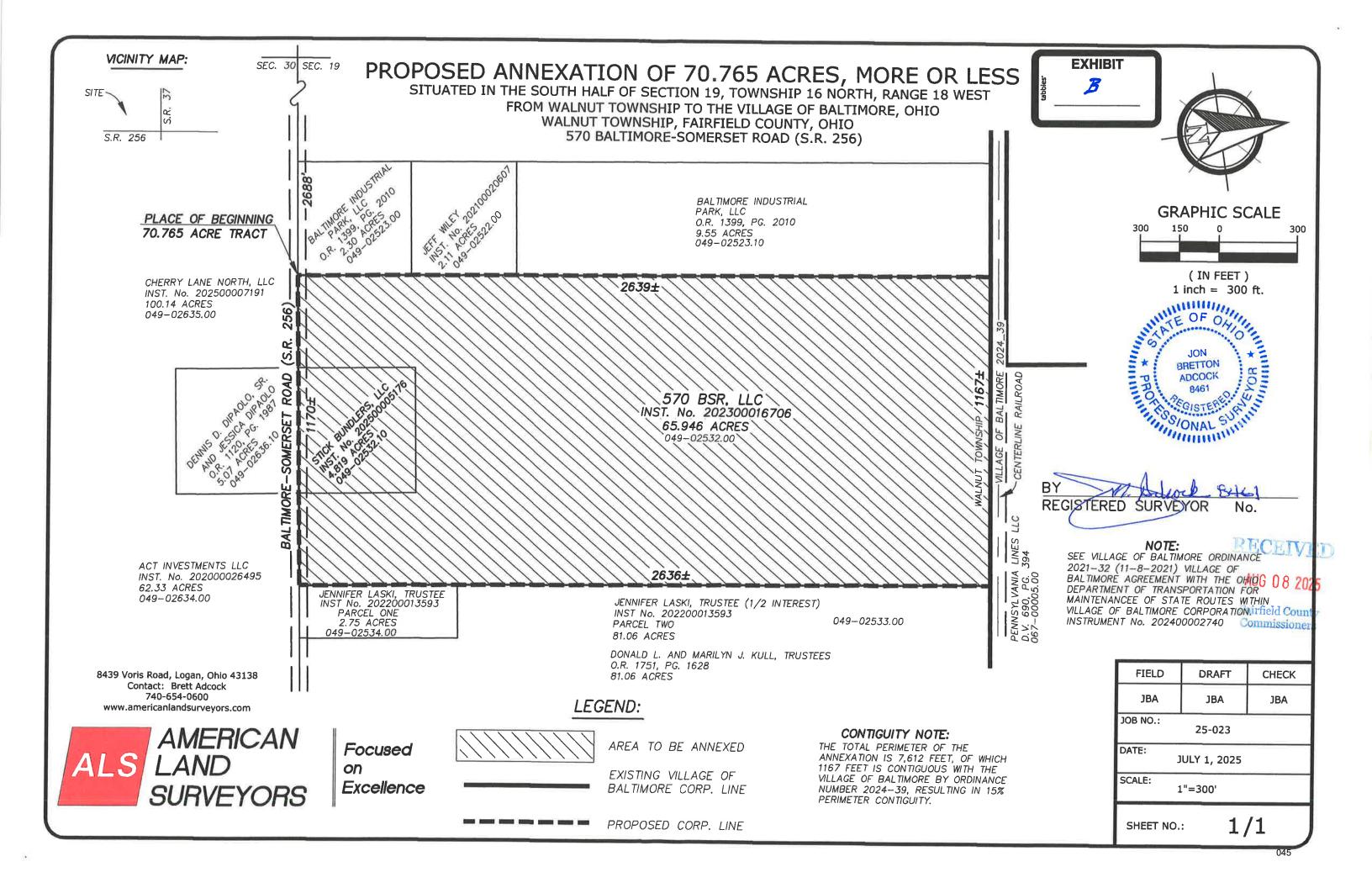
Date



RECEIVED

AUG 08 2025

Formfield ()



Fairfield County Commissioners

RE: PETITION FOR ANNEXATION OF 70.765 ACRES, MORE OR LESS,

IN WALNUT TOWNSHIP TO VILLAGE OF BALTIMORE PURSUANT TO

O.R.C. SECTION 709.023 ET SEQ.

(PETITIONERS: 570 BSR, LLC & STICK BUNDLERS, LLC)

AFFIDAVIT OF PUBLICATION

STATE OF OHIO, COUNTY OF FAIRFIELD | ss:

Now comes the undersigned Jeffrey Feyko, Co-Agent for the Petitioners, and being first duly sworn, states as follows:

I served by certified U.S. Mail on the 14th day of August, 2025, a "Notice of Filing of Petition for Annexation" in the above matter, upon the following:

Brian Bibler, Fiscal Officer Village of Baltimore 103 W. Market Street Baltimore, Ohio 43105 Amy Amspaugh, Fiscal Officer Walnut Township Trustees 11420 Millersport Rd. Millersport, Ohio 43046

Attached hereto are copies of the above Notices, together with certified mail return receipt cards, confirming service by certified mail.

Further Affiant sayeth naught.

JEFFREY FEYKO, Affiant and

Co-Agent for Petitioners

Sworn to and subscribed in my presence on this ______ day of August, 2025.

MELISSA JO MUSIC
Notary Public, State of Ohio
My Commission Expires 4.3-2030 Notary Public, State of Ohio



NOTICE OF FILING OF PETITION FOR ANNEXATION (UTILIZING THE SPECIAL PROCEDURE OF ORC SECTION 709.023, ET SEO

RECEIVED

AUG 27 2025

Fairfield County Commissioners



BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED

TO: Brian Bibler, Fiscal Officer Village of Baltimore 103 West Market Street Baltimore, Ohio 43105

Dear Fiscal Officer:

Please take notice that on the 8th day of August, 2025, a Petition for Annexation of 70.765 acres, more or less, from Walnut Township to the Village of Baltimore, Ohio, was filed with the Fairfield County Board of County Commissioners. The petition and attachments accompanying the petition, as filed, are attached.

Respectfully,

JEFFREY FEYKO, Co-Agent for Petitioners

Baltimore Village Solicitor 115 North Center Street Pickerington, Ohio 43147

Phone: (614) 837-1870 Fax: (614) 837-2235





AUG 27 2025

Fairfield County Commissioners

AM

NOTICE OF FILING OF PETITION FOR ANNEXATION (UTILIZING THE SPECIAL PROCEDURE OF ORC SECTION 709.023, ET SEQ

BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED

TO: Amy Amspaugh, Fiscal Officer Walnut Township Trustees 11420 Millersport Rd. NE Millersport, Ohio 43046

Dear Fiscal Officer:

Please take notice that on the 8th day of August, 2025, a Petition for Annexation of 70.765 acres, more or less, from Walnut Township to the Village of Baltimore, Ohio was filed with the Fairfield County Board of County Commissioners. The petition and attachments accompanying the petition, as filed, are attached.

Respectfully,

JEFFREY FEYKO, Co-Agent for Petitioners

Baltimore Village Solicitor 115 North Center Street Pickerington, Ohio 43147

Phone: (614) 837-1870 Fax: (614) 837-2235

RECEIVED

AUG 27 2025

Fairfield County Commissioners

Petition for Annexation of 70.765 Acres, More or Less, in Walnut Township to Village of Baltimore; Affidavit of Publication



	3
SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mallpiece, or on the front if space permits. Article Addressed to: Brian Bibler, Fiscal Officer Village of Baltimore 103 W. Market Street Baltimore, Ohio 43105	A Signature X
9590 9402 8398 3156 4267 20 2. Article Number (Transfer from service label) 7022 1670 0002 2487 542	3. Service Type Adult Signature Adult Signature Restricted Delivery Certified Mail Restricted Delivery Collect on Delivery Collect on Delivery Restricted Delivery all Restricted Delivery Signature Confirmation Restricted Delivery All Restricted Delivery Restricted Delivery
PS Form 3811, July 2020 PSN 7530-02-000-9053 57	O BSR LLC Annex. Domestic Return Receipt
	1
SENDER: COMPLETE THIS SECTION	A. Signature
 Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	B. Regerit Addressee B. Regerit B. Regerit B. Regerit Addressee B. Regerit Addressee B. Regerit B. Regeri
Amy Amspaugh, Fiscal Officer Walnut Township Trustees 11420 Millersport Rd. NE Millersport, Ohio 43046	
9590 9402 8398 3156 4267 13 2. Article Number (Transfer from service label)	3. Service Type □ Adult Signature □ Adult Signature Restricted Delivery □ Certified Mail Restricted Delivery □ Certified Mail Restricted Delivery □ Collect on Delivery □ Collect on Delivery Restricted Delivery □ Collect on Delivery Restricted Delivery □ Collect on Delivery Restricted Delivery □ Registered Mail Restricted Delivery □ Signature Confirmation™ Restricted Delivery
7022 1670 0002 2487 54	
PS Form 3811 , July 2020 PSN 7530-02-000-9053	OR 570 RCP A AX. Domestic Return Receipt



AUG 27 2025

RE: PETITION FOR ANNEXATION OF 70.765 ACRES, MORE OR LESS,

IN WALNUT TOWNSHIP TO VILLAGE OF BALTIMORE PURSUANT TO MINISTER STATEMENT OF THE PURSUANT STATEMENT STATEM

O.R.C. SECTION 709.023 ET SEQ.

(PETITIONERS: 570 BSR, LLC & STICK BUNDLERS, LLC)

47/1/

AFFIDAVIT OF PUBLICATION

STATE OF OHIO, COUNTY OF FAIRFIELD} ss:

Now comes the undersigned Jeffrey Feyko, Co-Agent for the Petitioners, and being first duly sworn, states as follows:

I served by regular U.S. Mail on the 8th day of August, 2025, a "Notice of Filing of Petition for Annexation" in the above matter, upon all adjacent property owners pursuant to O.R.C. Section 709.02(D). A copy of the Notice to all adjacent property owners is attached hereto.

Further Affiant sayeth naught.

JEFFREY FEYKO, Affiant and Co-Agent for Petitioners

Sworn to and subscribed in my presence on this 2 day of August, 2025.

MELISSA JO MUSIC
Notary Public, State of Onio
My Commission Expires 4.37 2030

Notary Public, State of Ohio





AUG 27 2025

Jairfield County Commissioners

Am

NOTICE OF FILING OF PETITION FOR ANNEXATION (UTILIZING THE SPECIAL PROCEDURE OF ORC SECTION 709.023, ET SEQ)

BY REGULAR U.S. MAIL

Norfolk Southern Combined Railroad c/o Norfolk Southern Corp. Taxation Dept. 3 Commercial Pl., Box 209 Norfolk, VA 23510

Jennifer Laski, Trustee 724 Baltimore-Somerset Rd. NE Baltimore, Ohio 43105

Dennis D. DiPaolo, Sr. & Jessica DiPaolo 585 Baltimore-Somerset Rd. Baltimore, Ohio 43105

Baltimore Industrial Park, LLC c/o Ron DiPaolo PO Box 122 Baltimore, Ohio 43105 Jennifer Laski, Trustee & Donald L. & Marilyn J. Kull, Trustees 724 Baltimore-Somerset Rd. NE Baltimore, Ohio 43105

Act Investments, LLC 3560 Dolson Ct., Ste. P Carroll, Ohio 43112

Cherry Lane North, LLC 11625 Poplar Creek Rd. NW Baltimore, Ohio 43105

Jeff Wiley 4501 Sheets Rd. Lancaster, Ohio 43130

Dear Property Owners:

Please take notice that on the 8th day of August, 2025, a Petition for Annexation of 70.765 acres from Walnut

Township to the Village of Baltimore, Ohio was filed with the Fairfield County Board of County Commissioners.

The petition and attachments accompanying the petition, as filed, are attached.

Respectfully,

JEFFREY FEYKO, Co-Agent for Petitioners

Baltimore Village Solicitor 115 North Center Street Pickerington, Ohio 43147

Phone: (614) 837-1870 Fax: (614) 837-2235

RECORD OF RESOLUTIONS

Resolution No. 2025-31

Passed Augus

20 25

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TOTALING 70.765± ACRES UPON ANNEXATION A RESOLUTION INDICATING WHAT SERVICES AND THE DECLARATION OF AN EMERGENCY THE VILLAGE WILL PROVIDE TO A TRACT

WHEREAS, a Petition for Annexation has been or will soon be filed by the undersigned property owners to annex 70.765± acres from Section 19, Walnut Township, Fairfield County, Ohio, into the Village of Baltimore in accordance with the special procedures set forth in Ohio Revised Code §709.023; and, WHEREAS, Section 709.023 of the Ohio Revised Code requires that the Village legislature shall by ordinance or resolution adopt a statement indicating what services, if any, the municipality will provide to the territory proposed for annexation upon annexation, and the approximate time frame for providing the same;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF BALTIMORE, FAIRFIELD COUNTY, OHIO, THREE-FOURTH'S (3/4'S) OF ITS MEMBERS CONCURRING: SECTION 1: The following benefits and services will be available to the tract totaling 87.0± acres proposed for annexation upon annexation to the Village of Baltimore, Ohio:

- A staff of municipal employees, including a Village Administrator charged with assisting development; Ą
- Municipal police protection which consists of one (1) Police Chief and approximately fourteen (14) police officers; m.
- Miscellaneous other municipal services, including zoning and planning regulations, subdivision regulations, property maintenance code, residential code, municipal swimming pool, municipal park system, and other inherent municipal services authorized by the Ohio Revised Code; C
- zoning ordinance permitting the incompatible uses, the owner of the annexed territory to provide a buffer separating the use of the annexed territory and the adjacent land remaining within the township. The term "buffer," as used That if the 70.765+/- acre site is annexed and if the Village permits uses in the annexed territory that the Village determines are clearly incompatible with the uses permitted under current county or township zoning regulations in the herein, includes open space, landscaping, fences, walls, and/or other structured elements; streets and street right-of-way; and bicycle and pedestrian paths and adjacent land remaining in the township, the Village shall require,
- D. Water services will be provided by the following:
- 1. The Village's water system;
- Sanitary sewer services will be provided by the following: щ
- The Village's sanitary sewer facilities, with the construction of a lift station;
- The Village shall assume maintenance responsibility for any divided or segmented streets or highways resulting from the annexation, upon annexation approval; দ.

RECORD OF RESOLUTIONS

immediate preservation of the public peace, health, safety, and general welfare of the citizens of Baltimore, Ohio, and in order to comply with the time periods mandated by ORC Section 709.023(C). Therefore, this resolution shall become effective immediately upon its passage by SECTION 2: The approximate time frame for providing the above services, except where SECTION 3: The following persons are the owners of the tracts proposed for annexation resolution to the Board of County Commissioners of Fairfield County, Ohio and to the Clerk of SECTION 5: This resolution is declared to be an emergency measure necessary for the SECTION 4: The Municipal Fiscal Officer is directed to deliver a certified copy of this I hereby certify the foregoing to be a true and exact copy of Resolution 2025-31 as 2025 2025 25 Annexation Survey otherwise noted, is within sixty (60) days from the date of the approval of the annexation. Acreage as Per 20 -11-8 65.946 Brian Bibler, Fiscal Officer Walnut Township Trustees immediately upon the passage of this resolution. \equiv DATE OF PASSAGE: EFFECTIVE DATE: 2025 AUGUST Rick Ellas, Mayor illage Solicitor CERTIFICATION AUDUST Passed Jeffrey Feyko, enacted by Baltimore Village Council on_ Brian Bibler, Fiscal Officer - Stick Bundlers, LLC into the Village of Baltimore: APPROVED AS TO FORM: 570 BSR, LLC 2025-31 FOREMAN Resolution No. SPONSOR: ATTEST: Council.

Signature Page

Resolution No. 2025-09.16.a

A Resolution to Approve the Expedited Type II Annexation of 70.765 +/- Acres from Walnut Township to the Village of Baltimore, Pursuant to Ohio Revised Code (R.C.) 709.023, Agent for petitioner Jeffrey Feyko

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2025-09.16.b

A resolution approving an account to account transfer in a major object expense category for grant fund# 2788, CDBG FY2022.

WHEREAS, appropriations are necessary for administration costs; and

WHEREAS, an account to account transfer will allow proper classification of major expenditure object category in contractual services for the administration costs.

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 \$3,314.04 is hereby authorized as follows:

From: 12278812 capital outlay

To: 12278812 contractual services

For Auditor's Office Use Only:

Section 1.

\$3,314.04

From: 12278812 570000 capital outlay To: 12278812 531000 administrative costs

Signature Page

Resolution No. 2025-09.16.b

A resolution approving an account to account transfer in a major object expense category for grant fund# 2788, CDBG FY2022.

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2025-09.16.c

A resolution authorizing the approval repayment of an advance to the General Fund for FAA grant fund# 3011, sub fund# 8356.

WHEREAS, Resolution 2024-07.30.c approved the advance to the FY2024 FAA grant fund in the amount of \$ 272,253; and

WHEREAS, said advance can now be paid back to the general fund.

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

Section 1. Request that the Fairfield County Auditor repay the following advance in the amount of \$272,253.

DEBIT: 8356 090001 FAA FY24 grant fund # 3011 advances out

CREDIT: 1001 223000 General Fund Advances In

Prepared by: Staci Knisley, Commissioners Office

cc: Christina Foster

Signature Page

Resolution No. 2025-09.16.c

A resolution authorizing the approval repayment of an advance to the General Fund for FAA grant fund# 3011, sub fund# 8356.

(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 a memo transactions for interest allocation reimbursements for Fairfield Department of Health, Fairfield County Parks, & Fairfield County Port Authority – Fund #7012, #7321, & #7308.

WHEREAS, the WIC grant Fund #7012, the Bioterrorism grant Fund #7321, and Fairfield County Parks Fund# 7308 are all entitled to collect interest on the balance of their fund; and

WHEREAS, the Treasurer's Office has balanced interest on all funds for the month of July 2025.

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

Section 1: That the Fairfield County Auditor reflect the following memo receipts:

72730800 436100	Parks Interest Income	\$ 452.98
71701247 436100	WIC Interest Income	\$ 180.88
71732153 436100	Bioterrorism Interest Income	\$ 635.87

These amounts represent monies owed to the WIC grant, Bioterrorism grant funds, and Fairfield County Parks fund for interest collected and deposited into the General Fund as denoted above.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing the WIC grant, Bioterrorism grant fund, Fairfield County Parks fund, & Port Authority Fund for interest.

Memo expenditure as referenced in supporting documentation:

Account: 12100110 590000 Other Expenses

Amount: \$ 1,269.73

cc: Jamie Ehorn, Historical Parks

James N Bahnsen

210 East Main Street

August 29, 2025

Staci Knisley
Fairfield County Commissioners' Office
210 E. Main Street
Lancaster, OH 43130

Dear Staci,

The enclosed forms are interest allocation calculations for the Clean Ohio Agricultural Easement Program Fund, the CDBG Rehab Mortgage Refunds Fund, the the CDBG Project Income Fund, the Smith Escrow Trust Clean Ohio Agricultural Easement Fund, the RLF/CDBG Fund, and the RLF/D Fund.

	JUL 25
2591 CDBG Rehab Mortgage Refunds	\$102.48
2675 CDBG Project Income	\$6.57
7113 Prepayment Fund	\$28.78
2716 RLF/CDBG Fund	\$265.51
2717 RLF/D Fund	\$1,227.79
2718 EDA RLF Cares Act 2020	\$812.76
2861 Cyber Security Measures Impl Fund	\$16.39
7308 Fairfield County Historical Parks	\$452.98
7012 WIC Grant	\$180.88
7321 Bioterrorism Grant	\$635.87
5376 Self Fund Health Care	\$8,614.74
7865 Fairfield Port Authority (Econ Dev)	\$0.61

Total \$12,345.36

Respectfully,

James N Bahnsen Fairfield County Treasurer

abk enclosures

CDBG REHAB MORTGAGE REFUNDS

Fund Number: 2591
Beginning Balance: \$47,684.28

End of Month Balance: \$47,684.28

Average of Beginning and Ending Balance(A): \$47,684.28

All County Funds Beginning Balance: 284,125,918.51

All County Funds Ending Balance: 328,348,143.33

Average of Beginning and Ending Balance, All County Funds(B): \$306,237,030.92

Total Investment Income for the Month: \$658,151.28

(A) as a percent of (B): 0.00015571

Amount to be Allocated to Fund: \$102.48

CDBG PROJECT INCOME

Fund Number: 2675 Beginning Balance: \$3,056.91

End of Month Balance: \$3,056.91

Average of Beginning and Ending Balance(A): \$3,056.91

All County Funds Beginning Balance: 284,125,918.51

All County Funds Ending Balance: 328,348,143.33

Average of Beginning and Ending Balance, All County Funds(B): \$306,237,030.92

Total Investment Income for the Month: \$658,151.28

(A) as a percent of (B): 9.98217E-06

Amount to be Allocated to Fund: \$6.57

PREPAYMENT FUND

Fund Number: 7113

Beginning Balance: \$6,199.42

End of Month Balance: \$20,587.78

Average of Beginning and Ending Balance(A): \$13,393.60

All County Funds Beginning Balance: 284,125,918.51

All County Funds Ending Balance: 328,348,143.33

Average of Beginning and Ending Balance, All County Funds(B): \$306,237,030.92

Total Investment Income for the Month: \$658,151.28

(A) as a percent of (B): 4.37361E-05

Amount to be Allocated to Fund: \$28.78

RLF/CDBG FUND

Fund Number: 2716

Beginning Balance: \$123,542.35 End of Month Balance: \$123,542.35

Average of Beginning and Ending Balance(A): \$123,542.35

All County Funds Beginning Balance: 284,125,918.51

All County Funds Ending Balance: 328,348,143.33

Average of Beginning and Ending Balance, All County Funds(B): \$306,237,030.92

Total Investment Income for the Month: \$658,151.28

(A) as a percent of (B): 0.000403421

Amount to be Allocated to Fund: \$265.51

EDA RLF SEQUESTERED

Fund Number: 2717 Beginning Balance: \$567,830.86

End of Month Balance: \$574,748.35

Average of Beginning and Ending Balance(A): \$571,289.61

All County Funds Beginning Balance: 284,125,918.51

All County Funds Ending Balance: 328,348,143.33

Average of Beginning and Ending Balance, All County Funds(B): \$306,237,030.92

Total Investment Income for the Month: \$658,151.28

(A) as a percent of (B): 0.001865514

Amount to be Allocated to Fund: \$1,227.79

2718-EDA RLF CARES ACT 2020

Fund Number: 2718

Beginning Balance: \$372,070.63

End of Month Balance: 384,279.98

Average of Beginning and Ending Balance(A): \$378,175.31

All County Funds Beginning Balance: 284,125,918.51

All County Funds Ending Balance: 328,348,143.33

Average of Beginning and Ending Balance, All County Funds(B): \$306,237,030.92

Total Investment Income for the Month: \$658,151.28

(A) as a percent of (B): 0.00123491

Amount to be Allocated to Fund: \$812.76

JUL 25 2861 CYBER SECURITY MEASURES IMPL FUND

Fund Number: 2861
Beginning Balance: \$2,628.46

Beginning Balance: \$2,628.46 End of Month Balance: \$12,628.46

Average of Beginning and Ending Balance(A): \$7,628.46

All County Funds Beginning Balance: 284,125,918.51

All County Funds Ending Balance: 328,348,143.33

Average of Beginning and Ending Balance, All County Funds(B): \$306,237,030.92

Total Investment Income for the Month: \$658,151.28

(A) as a percent of (B): 2.49103E-05

Amount to be Allocated to Fund: \$16.39

FAIRFIELD COUNTY HISTORICAL PARKS

Fund Number: 7308

Beginning Balance: \$215,330.97

End of Month Balance: \$206,215.02

Average of Beginning and Ending Balance(A): \$210,773.00

All County Funds Beginning Balance: 284,125,918.51

All County Funds Ending Balance: 328,348,143.33

Average of Beginning and Ending Balance, All County Funds(B): \$306,237,030.92

Total Investment Income for the Month: \$658,151.28

(A) as a percent of (B): 0.000688267

Amount to be Allocated to Fund: \$452.98

WIC

Fund Number: 7012

Beginning Balance: \$75,779.73

End of Month Balance: 92,544.16

Average of Beginning and Ending Balance(A): \$84,161.95

All County Funds Beginning Balance: 284,125,918.51

All County Funds Ending Balance: 328,348,143.33

Average of Beginning and Ending Balance, All County Funds(B): \$306,237,030.92

Total Investment Income for the Month: \$658,151.28

(A) as a percent of (B): 0.000274826

Amount to be Allocated to Fund: \$180.88

BIOTERRORISM GRANT

Fund Number: 7321

Beginning Balance: \$294,252.76

End of Month Balance: 297,485.38

Average of Beginning and Ending Balance(A): \$295,869.07

All County Funds Beginning Balance: 284,125,918.51

All County Funds Ending Balance: 328,348,143.33

Average of Beginning and Ending Balance, All County Funds(B): \$306,237,030.92

Total Investment Income for the Month: \$658,151.28

(A) as a percent of (B): 0.000966144

Amount to be Allocated to Fund: \$635.87

SELF FUND HLTH CARE

Fund Number: 5376

Beginning Balance: \$3,838,784.27

End of Month Balance: 4,178,069.46

Average of Beginning and Ending Balance(A): \$4,008,426.87

All County Funds Beginning Balance: 284,125,918.51

All County Funds Ending Balance: 328,348,143.33

Average of Beginning and Ending Balance, All County Funds(B): \$306,237,030.92

Total Investment Income for the Month: \$658,151.28

(A) as a percent of (B): 0.013089295

Amount to be Allocated to Fund: \$8,614.74

FAIRFIELD CO PORT AUTHORITY (ECON DEV)

Fund Number: 7865
Beginning Balance: \$283.39

End of Month Balance: \$283.39

Average of Beginning and Ending Balance(A): \$283.39

All County Funds Beginning Balance: 284,125,918.51

All County Funds Ending Balance: 328,348,143.33

Average of Beginning and Ending Balance, All County Funds(B): \$306,237,030.92

Total Investment Income for the Month: \$658,151.28

(A) as a percent of (B): 9.25394E-07

Amount to be Allocated to Fund: \$0.61

James N Bahnsen

210 East Main Street

Lancaster, Ohio 43130

Fairfield County Treasurer Telephone: (740) 652-7140

August 29, 2025

Staci Knisley
Fairfield County Commissioners' Office
210 E. Main St.
Lancaster, OH 43110

Dear Staci,

The enclosed forms are interest allocation calculations for the Water and Sewer debt service and construction funds for July 2025.

Respectfully,

James N Bahnsen Fairfield County Treasurer

ABK Enclosures

Jul-25

Credit Amou	Fund#	Fund Name	GL#	Object
0.00	4300	BR - High Service ARE Water	12430033	436100
26.74	5461	Liberty Township Sewer	12546134	436100
31.78	5469	BR - Sewer VP Utility 99	12546933	436100
190.43	5533	Liberty Township Sewer Project	12553333	436100
925.20	5554	NR Tussing Rd Water Reclam Fac	12555433	436100
3.02	5555	BR - Sewer consolicdation Bond 03	12555533	436100
27.74	5470	BR - Water VP Utility 99	12547026	436100
504.98		Tussing Rd. WTF Improvement	12553426	
149.83	5556	BR - Water Consolidation BD 2003	12555626	436100

Total Journal Entry \$1,859.72

LIBERTY TOWNSHIP SEWER

Fund Number: 5461
Beginning Balance: \$12,443.16

End of Month Balance: 12,443.16

Average of Beginning and Ending Balance(A): \$12,443.16

All County Funds Beginning Balance: 284,125,918.51

All County Funds Ending Balance: 328,348,143.33

Average of Beginning and Ending Balance, All County Funds(B): \$306,237,030.92

Total Investment Income for the Month: \$658,151.28

(A) as a percent of (B): 4.06324E-05

Amount to be Allocated to Fund: \$26.74

BR-SEWER VP UTILITY 99

Fund Number: 5469

Beginning Balance \$14,786.50 End of Month Balance: 14,786.50

Average of Beginning and Ending Balance(A): \$14,786.50

All County Funds Beginning Balance: 284,125,918.51

All County Funds Ending Balance: 328,348,143.33

Average of Beginning and Ending Balance, All County Funds(B): \$306,237,030.92

Total Investment Income for the Month: \$658,151.28

(A) as a percent of (B): 4.82845E-05

Amount to be Allocated to Fund: \$31.78

LIBERTY TWP SEWER PROJECT

Fund Number: 5533 inning Balance: \$88,609,16

Beginning Balance: \$88,609.16 End of Month Balance: 88,609.16

Average of Beginning and Ending Balance(A): \$88,609.16

All County Funds Beginning Balance: 284,125,918.51

All County Funds Ending Balance: 328,348,143.33

Average of Beginning and Ending Balance, All County Funds(B): \$306,237,030.92

Total Investment Income for the Month: \$658,151.28

(A) as a percent of (B): 0.000289348

Amount to be Allocated to Fund: \$190.43

NR TUSSING RD WATER RECLAM FAC

Fund Number: 5554

Beginning Balance: \$430,496.54

End of Month Balance: 430,496.54

Average of Beginning and Ending Balance(A): \$430,496.54

All County Funds Beginning Balance: 284,125,918.51

All County Funds Ending Balance: 328,348,143.33

Average of Beginning and Ending Balance, All County Funds(B): \$306,237,030.92

Total Investment Income for the Month: \$658,151.28

(A) as a percent of (B): 0.001405763

Amount to be Allocated to Fund: \$925.20

BR SEWER CONSOLIDATION BOND 03

Fund Number: 5555

Beginning Balance: \$1,402.92 End of Month Balance: 1,402.92

Average of Beginning and Ending Balance(A): \$1,402.92

All County Funds Beginning Balance: 284,125,918.51

All County Funds Ending Balance: 328,348,143.33

Average of Beginning and Ending Balance, All County Funds(B): \$306,237,030.92

Total Investment Income for the Month: \$658,151.28

(A) as a percent of (B): 4.58116E-06

Amount to be Allocated to Fund: \$3.02

BR-WATER VP UTILITY 99

Fund Number: 5470 Beginning Balance: \$12,905.47

End of Month Balance: 12,905.47

Average of Beginning and Ending Balance(A): \$12,905.47

All County Funds Beginning Balance: 284,125,918.51

All County Funds Ending Balance: 328,348,143.33

Average of Beginning and Ending Balance, All County Funds(B): \$306,237,030.92

Total Investment Income for the Month: \$658,151.28

(A) as a percent of (B): 4.21421E-05

Amount to be Allocated to Fund: \$27.74

TUSSING RD WTF IMP

Fund Number: 5534
Beginning Balance: \$234,967.34
End of Month Balance: 234,967.34

Average of Beginning and Ending Balance(A): \$234,967.34

All County Funds Beginning Balance: 284,125,918.51

All County Funds Ending Balance: 328,348,143.33

Average of Beginning and Ending Balance, All County Funds(B): \$306,237,030.92

Total Investment Income for the Month: \$658,151.28

(A) as a percent of (B): 0.000767273

Amount to be Allocated to Fund: \$504.98

BR WATER CONSOLIDATION BD 2003

Fund Number: 5556
Beginning Balance: \$69,713.79

End of Month Balance: 69,713.79

Average of Beginning and Ending Balance(A): \$69,713.79

All County Funds Beginning Balance: 284,125,918.51

All County Funds Ending Balance: 328,348,143.33

Average of Beginning and Ending Balance, All County Funds(B): \$306,237,030.92

Total investment Income for the Month: \$658,151.28

(A) as a percent of (B): 0.000227647

Amount to be Allocated to Fund: \$149.83

DAILY STATEMENT OF COUNTY TREASURER

AT CLOSE OF BUSINESS July 31, 2025

Form Prescribed by Bureau of Inspection and Supervision of Public Office

Form Prescribed by Bureau	of Inspection and Supervision of Public Office	Treasurer's Form 6	Revised 09/07/05 ABP	
		TREASURY	DEPOSITORY	TOTAL
Balance at Close of Business: July 30, 2025		59,984.38	365,262,486.34	365,322,470.72
Pay-Ins		491,130.27		491,130.27
Vendor's Licenses Manuf. Home (MH-OH) 7116		0.00		0.00
		0.00		0.00
Manuf Home (MH-EQ) 7504		0.00		0.00
Undivided Cigare		0.00		0.00
Utilities Collectio Undivided General		0.00		0.00
Escrow Prepaym		0.00		0.00
Undivided Estate		0.00		0.00
Prepay Overage	7787	650.00		650.00
ricpay Overage	1101	0.00		0.00
Tax Refund	7109RF	0.00		0.00
Taxitotalia		0.00		0.00
		0.00		0.00
Pre-Settlement N	Manuf. Home (MH-OH) 7128	0.00		0.00
	Manuf. Home (MH-EQ) 7505	29.91		29.91
Pre-Settlement C		35,174.31		35,174.31
Pre-Settlement E		0.00		0.00
	eipts Total 526,984.49			
Investments:	Total from Chart 2 b	44,964,110.00		44,964,110.00
NSF	Total from Chart 2 a	0.00		0.00
Check #	0	0.00		0.00
Wire & ACH Deb	it Total from schedule F	37,279,635.99		37,279,635.99
				0.00
			this who keep the	0.00
Checks from Depository (schedule E)		221,675.89		221,675.89
Deposited with:				
Banks (schedule			37,140,243.27	37,140,243.27
ACH & Remote I	Deposit (schedule B)	《 不	8,341,581.80	8,341,581.80
		有数据是"数"(2) 多数		
			2.00	0.00
Investment:	Total from Schedule C		0.00	0.00
			CONTRACTOR OF THE PROPERTY OF	
		20 200 400 27	45, 404, 005, 07	400 474 004 44
	SUBTOTAL (DAILY WORK)	82,992,406.37	45,481,825.07	
	SUBTOTAL (DAILY WORK) TOTALS INCLUDING BALANCE	82,992,406.37 83,052,390.75	45,481,825.07 410,744,311.41	
Disbursement:	TOTALS INCLUDING BALANCE	83,052,390.75	THE RESERVE AND DESCRIPTION OF THE PERSON NAMED IN	493,796,702.16
Disbursement:		THE RESERVE THE PARTY OF THE PA	THE RESERVE AND DESCRIPTION OF THE PERSON NAMED IN	493,796,702.16
*	TOTALS INCLUDING BALANCE Wire & ACH Debits (schedule F)	83,052,390.75 37,279,635.99	THE RESERVE AND DESCRIPTION OF THE PERSON NAMED IN	493,796,702.16 37,279,635.99 0.00
*	TOTALS INCLUDING BALANCE	83,052,390.75	THE RESERVE AND DESCRIPTION OF THE PERSON NAMED IN	493,796,702.16 37,279,635.99 0.00
* General Warrant	TOTALS INCLUDING BALANCE Wire & ACH Debits (schedule F) Is (Fairfield Nat'l Bank)	83,052,390.75 37,279,635.99 221,675.89	THE RESERVE AND DESCRIPTION OF THE PERSON NAMED IN	493,796,702.16 37,279,635.99 0.00 221,675.89
* General Warrant Investment:	TOTALS INCLUDING BALANCE Wire & ACH Debits (schedule F) Is (Fairfield Nat'l Bank) Total from Schedule C	83,052,390.75 37,279,635.99 221,675.89	THE RESERVE AND DESCRIPTION OF THE PERSON NAMED IN	493,796,702.16 37,279,635.99 0.00 221,675.89
General Warrant Investment: Deposited in Dep	TOTALS INCLUDING BALANCE Wire & ACH Debits (schedule F) Is (Fairfield Nat'l Bank) Total from Schedule C pository (schedule B & D)	83,052,390.75 37,279,635.99 221,675.89	THE RESERVE AND DESCRIPTION OF THE PERSON NAMED IN	493,796,702.16 37,279,635.99 0.00 221,675.89
General Warrant Investment: Deposited in Deposed from I	TOTALS INCLUDING BALANCE Wire & ACH Debits (schedule F) Is (Fairfield Nat'l Bank) Total from Schedule C pository (schedule B & D) Depository	83,052,390.75 37,279,635.99 221,675.89	410,744,311.41	493,796,702.16 37,279,635.99 0.00 221,675.89 0.00 45,481,825.07
General Warrant Investment: Deposited in Deposited from I Banks (Schedule	TOTALS INCLUDING BALANCE Wire & ACH Debits (schedule F) Is (Fairfield Nat'l Bank) Total from Schedule C pository (schedule B & D) Depository E E)	83,052,390.75 37,279,635.99 221,675.89	221,675.89	493,796,702.16 37,279,635.99 0.00 221,675.89 0.00 45,481,825.07 221,675.89
General Warrant Investment: Deposited in Deposited from I Banks (Schedule Check #	TOTALS INCLUDING BALANCE Wire & ACH Debits (schedule F) Is (Fairfield Nat'l Bank) Total from Schedule C pository (schedule B & D) Depository B E) 0	83,052,390.75 37,279,635.99 221,675.89	221,675.89 0.00	493,796,702.16 37,279,635.99 0.00 221,675.89 0.00 45,481,825.07 221,675.89 0.00
General Warrant Investment: Deposited in Deposited from I Banks (Schedule	TOTALS INCLUDING BALANCE Wire & ACH Debits (schedule F) Is (Fairfield Nat'l Bank) Total from Schedule C pository (schedule B & D) Depository E E) O Total from Chart 2 b	83,052,390.75 37,279,635.99 221,675.89	221,675.89 0.00 44,964,110.00	493,796,702.16 37,279,635.99 0.00 221,675.89 0.00 45,481,825.07 221,675.89 0.00 44,964,110.00
General Warrant Investment: Deposited in Deposited from I Banks (Schedule Check # Investment:	TOTALS INCLUDING BALANCE Wire & ACH Debits (schedule F) Is (Fairfield Nat'l Bank) Total from Schedule C pository (schedule B & D) Pepository B E) O Total from Chart 2 b Total from Chart 2 a	83,052,390.75 37,279,635.99 221,675.89	221,675.89 0.00 44,964,110.00 0.00	493,796,702.16 37,279,635.99 0.00 221,675.89 0.00 45,481,825.07 221,675.89 0.00 44,964,110.00 0.00
General Warrant Investment: Deposited in Deposited from I Banks (Schedule Check # Investment:	TOTALS INCLUDING BALANCE Wire & ACH Debits (schedule F) Is (Fairfield Nat'l Bank) Total from Schedule C pository (schedule B & D) Depository E E) O Total from Chart 2 b	83,052,390.75 37,279,635.99 221,675.89	221,675.89 0.00 44,964,110.00	493,796,702.16 37,279,635.99 0.00 221,675.89 0.00 45,481,825.07 221,675.89 0.00 44,964,110.00 0.00
General Warrant Investment: Deposited in Deposited from E Banks (Schedule Check # Investment: * Wires & ACH De	TOTALS INCLUDING BALANCE Wire & ACH Debits (schedule F) Is (Fairfield Nat'l Bank) Total from Schedule C pository (schedule B & D) Pepository B E) O Total from Chart 2 b Total from Chart 2 a	83,052,390.75 37,279,635.99 221,675.89 0.00 45,481,825.07	221,675.89 0.00 44,964,110.00 0.00 37,279,635.99	493,796,702.16 37,279,635.99 0.00 221,675.89 0.00 45,481,825.07 221,675.89 0.00 44,964,110.00 0.00 37,279,635.99
* General Warrant Investment: Deposited in Deposited from E Banks (Schedule Check # Investment: * Wires & ACH De	TOTALS INCLUDING BALANCE Wire & ACH Debits (schedule F) Is (Fairfield Nat'l Bank) Total from Schedule C pository (schedule B & D) Pepository B E) O Total from Chart 2 b Total from Chart 2 a	83,052,390.75 37,279,635.99 221,675.89	221,675.89 0.00 44,964,110.00 0.00	

TREASURY	69,253.80
LEDGER	15,675,419.61
ICS	0.00
INVESTMENTS	312,603,469.92
sub total	328,348,143.33
FORM 6	328,348,143.33
	0.00
Drawer	1,010.53
Safe	15,206.00
PNP	10,841.32
Checks	42,195.95
Total Treasury	69,253.80
Treasury	69,253.80
Depository	328,278,889.53
TOTAL	328,348,143.33

Treasurer's Office,F	airfield County, Ohio
Lancaster, Ohio	July 31, 2025

			Lancaster, Ohio	July 31, 2025
To the County A				
IT IS HEREBY	CERTIFIED, that the foregoing is a true an	d correct STATEM	ENT of the Financial Tr	ansactions of the County.
		31ST	day of	JULY
2025	, also the balance in the treasurey and	depositories at the	close of business on s	aid day.

Dames N. Balman	County Treasure
Germber Eldinger	
	Fiscal Specialist

Interest ReportFairfield County July 2025

Date	Pay-in Fund	Acct #	Description
July 1, 2025 July 3, 2025 July 8, 2025 July 14, 2025 July 17, 2025 July 17, 2025 July 18, 2025 July 29, 2025 July 29, 2025 July 29, 2025 July 29, 2025 July 31, 2025	\$10,962.66 GENERAL \$831.58 GENERAL \$1,449.86 GENERAL \$127.40 GENERAL \$117,693.75 GENERAL \$38,750.00 GENERAL \$167,925.00 GENERAL \$47,405.20 GENERAL \$1,075.39 GENERAL \$225,742.84 GENERAL \$952.60 GENERAL	10 436100 DEPINVINT FNB SWEE 10 436100 DEPINVINT FIFTH THI 10 436100 DEPINVINT FIFTH THI 10 436100 DEPINVINT FNB SWEE 10 436100 DEPINVINT FIFTH THI 10 436100 DEPINVINT FIFTH THI	RD MULT INV RD MULT INV EP RD MULT INV
July 31, 2025	\$45,235.00 GENERAL	10 436100 DEPINVINT FIFTH THI	RD MULT INV

SUM: \$658,151.28 \int

Resolution No. 2025-09.16.d

A resolution to approve a memo transactions for interest allocation reimbursements for Fairfield Department of Health, Fairfield County Parks, & Fairfield County Port Authority – Fund #7012, #7321, & #7308.

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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 August 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 433050 Charge Code T4160 Grant PT001 \$615.60 12290854 434000 Charge Code 4160R Grant PT001 \$68.40

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 August transportation costs which FCBDD is responsible.

Memo expenditure as referenced in supporting documentation:

Vendor #5672 Fairfield County Transit

Account: 52676801 550080

Amount: \$684.00

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

Fairfield County Transit



746 Lawrence St £: 740-681-5086 Email: courtneymartin@fairfield.countyohib.gov

Lancaster Ohio, 45130 F: 740-681-5088 Website: co.fainifald.oh.us/transit/

Bill To: Fairfield County Board of DD

Aug-25

Address: 795 College Ave

Lancaster Ohio, 43130

Invoice For:

Contact: Beth Seifert

Email: bseifert@fairfielddd.com

Contact: Cathy Anderson

Email: cathy.anderson@fairfielddd.com

Invoice #:

Invoice Date:

9/4/2025

Terms:

30 Days

Due Date:

10/4/2025

Rides	Description	Qty	Unit Price	Account Code	Price
38	Individual Rides	38	\$ 18.00	4421	\$ 684.00
					•
					٤
					\$
					\$
					\$
					\$
					*
					ş
					9
					\$
					*
Make all che	cks payable to Fairfield County Transit			Invoice Subtotal	S 684.0
	EDIT CARDS NOT ACCEPTED			TOTAL	5 684.9

Anderson, Cathy Jo

Martin, Courtney G From:

Tuesday, September 9, 2025 8:47 AM

Anderson, Cathy Jo

RE: August Invoice

Subject:

Sent: ö Cathy,

Great catch, sorry I was working from home when I sent this.

12290800/433050/t4160/PT001=\$615.60 12290854/434000/4160R/PT001= \$68.40

I apologize for the confusion.

Courtney

Transit Coordinator | Fairfield County Transit Courtney Martin

740-681-5086 (t) Ex. 2206 (t) 746 Lawrence St.

Lancaster, OH

43130



740-681-5088 (f)

Rhitos (//airfield county othousov 🖾 courtney, martin@fairfield county othio, gov

From: Anderson, Cathy Jo <cathy.anderson@fairfielddd.com> Sent: Friday, September 5, 2025 2:01 PM

To: Martin, Courtney G <courtney.martin@fairfieldcountyohio.gov>

Subject: RE: August Invoice

Hi Courtney,

I just wanted to verify that the object and charge codes are correct. They are different than last month, so just checking.

Resolution No. 2025-09.16.e

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

2025-09.16.f

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category -Fund 1001-Board of Elections

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 \$15,000.00 as follows:

From: 51100101 Personal Services To: 51100101 Capital Outlay

Prepared by: Deanna Cypryla

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

Total Transfer of Appropriations \$15,000.00

From:

51100101, 512010, Salary, PT Employees; \$15,000.00 51100101, 574000, Equipment, Software, Fixtures; \$15,000.00 To:

Resolution No. 2025-09.16.f

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category –Fund 1001-Board of Elections

(Fairfield County Board of Elections)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

A resolution in the matter of nominations to the Fairfield County Local Emergency Planning Committee – LEPC for the EMA

WHEREAS, Section 3750.03 of the Ohio Revised Code (ORC) requires that membership of the County LEPC be nominated to the State Emergency Response Commission (SERC) by resolution of the County Commissioners; and

WHEREAS, this list shall include, but is not limited to the following groups or organizations: elected state and local officials, emergency management personnel, firefighting personnel, first aid personnel, health personnel, local environmental personnel, hospital personnel, transportation personnel, broadcast and print media personnel, community groups, and owners and operators of facilities subject to said section of the ORC; and

WHEREAS, when the current membership was approved, we were unable to fill the Media personnel position; and

WHEREAS, Angela Krile from Krile Communications has notified our office that she is willing to participate in this role.

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

That the Fairfield County Commissioners nominate Angela Krile to the State Emergency Response Commission for appointment to the Fairfield County Local Emergency Planning Committee in the Media category as required by law for the term August 2025 - August 2027.

Prepared by: Christy Noland (9/10/2025)

cc: EMA

Resolution No. 2025-09.16.g

A resolution in the matter of nominations to the Fairfield County Local Emergency Planning Committee – LEPC for the EMA

(Fairfield County Emergency Management Agency)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

2025-09.16.h

A resolution authorizing an EMA fund to fund transfer. [EMA]

WHEREAS, funds are needed to match grant funds for the Emergency Management Performance Grant Fund; and

WHEREAS, it is necessary to transfer the cash to meet obligations.

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

Section 1. That the transfer of funds in the amount of \$79,000.00 is hereby authorized as follows:

From: 12209035 700000 Transfers Out To: 12270724 439100 Transfers In

Prepared by: Christy Noland

cc: EMA

Resolution No. 2025-09.16.h

A resolution authorizing an EMA fund to fund transfer.

(Fairfield County Emergency Management Agency)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

2025-09.16.i

A resolution to Schedule an Annual Township Trustee Meeting

WHEREAS, per ORC §5543.06, the County Engineer shall call a meeting with township and county authorities having directly to do with the construction and repair of roads and bridges within the county, and

WHEREAS, the County Engineer is requesting to hold said meeting on October 3, 2025 at 9:00 a.m. at the Fairfield County Engineer's Office; 3026 West Fair Avenue; Lancaster, Ohio.

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

SECTION 1: that this Board of Commissioners resolves to, and does hereby, approve the County Engineer to call an Annual Township Trustee Meeting at the time and place specified above.

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

Prepared by: Cheryl Downour

cc: Engineering Office

Resolution No. 2025-09.16.i

A resolution to Schedule an Annual Township Trustee Meeting

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

2025-09.16.j

A resolution to approve the plat for Sycamore Springs – Phase 1.

WHEREAS, Braun Holdings, LLC wishes to develop senior housing and family living units in two phases on parcel no 04-112661-10; and

WHEREAS, the City of Pickerington has entered into a Development Agreement with Braun Holdings, LLC and has required roadway improvements with the development of this site; and

WHEREAS, Fairfield County, the City of Pickerington, and Violet Township have entered into an agreement for the terms and conditions of this development; and

WHEREAS, the Fairfield County Engineer is advising this Board that the plat for the Sycamore Springs – Phase 1 development has been completed; and

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

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

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

Prepared by: Cheryl Downour

cc: Engineering Office

Resolution No. 2025-09.16.j

A resolution to approve the plat for Sycamore Springs – Phase 1.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

2025-09.16.k

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

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

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

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

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

\$75,000.00 16202403 - Contractual Services

Prepared by: Julie Huggins

cc: Engineer

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

For Auditor's Office Use Only:

16202403-543000 \$75,000.00

Prepared by: Julie Huggins

cc: Engineer

Resolution No. 2025-09.16.k

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

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

2025-09.16.1

A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for vacation time payout

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

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

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

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

\$5,000.00

16202404-Personal Services

Prepared by: Julie Huggins

cc: Engineer

A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for vacation time payout

For Auditor's Office Use Only:

16202404-514010 \$5,000.00

Prepared by: Julie Huggins

cc: Engineer

Resolution No. 2025-09.16.I

A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for vacation time payout

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

2025-09.16.m

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

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

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

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

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

\$50,000.00 16202405-Capital Outlay

Prepared by: Julie Huggins

cc: Engineer

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

For Auditor's Office Use Only:

16202405-573600 \$50,000.00

Prepared by: Julie Huggins

cc: Engineer

Signature Page

Resolution No. 2025-09.16.m

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

(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.

2025-09.16.n

A resolution to request for appropriations for Fund #7521 Family and Children First Council (FCFC).

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

WHEREAS, monies will be used for Multi-System Youth Services,

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

Section 1. Request that the Fairfield County Commissioners Appropriate from Unappropriated funds in the amount of: \$85,000.00 for the 60825121 major expense object categories:

60825121 \$ 85,000.00 Specialized Services

Prepared by: Tiffany Wilson

For Auditor's Office Use Only:

Section 1.

60825121 534040 - \$85,000.00 SPECIALIZED SERVICES

Section 2. Issue an Amended Certificate in the amount \$85,000 to credit of Fund (7521)

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

60825121 433400 State Government Grants in the amount of \$85,000.00

Signature Page

Resolution No. 2025-09.16.n

A resolution to request for appropriations for Fund #7521 Family and Children First Council (FCFC).

(Fairfield County Family and Children First Council)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2025-09.16.o

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Noble Vision Behavior Health LLC.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with Noble Vision Behavior Health LLC, 2906 E 5th Ave., Columbus, OH 43219; and

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

WHEREAS, this agreement shall be effective July 1st, 2025 through June 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 Noble Vision Behavior Health LLC.

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

OhioMHAS - Noble Vision Behavior Health LLC (Non-ODJFS), hereinafter "Provider", whose address is:

OhioMHAS - Noble Vision Behavior Health LLC (Non-ODJFS) 2906 E 5th Ave Columbus, OH 43219

Collectively the "Parties".

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RECITALS

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

WHEREAS, the Agency is authorized under ORC Title 51, Chapter <u>5153.16</u> to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

See Attachment 3 for additional details.

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

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

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

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

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

Fairfield County Department of Job and Family Services / OhioMHAS - Noble Vision Behavior

D. Exhibit IV – Schedule A Rate Information.

Article II. TERM OF AGREEMENT

This Agreement is in effect from **07/01/2025** through **06/30/2026**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for ______ additional, _____ year terms not to exceed _____ years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal

Contract ID: 19508033

[RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

Article III. ORDER OF PRECEDENCE

This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes precedence over the Exhibit(s).

In the event there is an inconsistency between the Exhibit(s), the inconsistency shall be resolved in the following order:

- A. Exhibit I: Scope of Work; then
- B. Exhibit II: Request for Proposals (if applicable); then
- C. Exhibit III: Provider's Proposals (if applicable); then
- D. Exhibit IV: Title IV-E Schedule A Rate Information.

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement, attachments and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code (OAC) 5101:2-1-01 and any related cross-references.
- E. Aftercare Support, as defined, in rule 5101:2-1-01 the Administrative Code, is case management activities performed with or on behalf of a child/family, by the Qualified Residential Treatment Program (QRTP) as part of the required discharge plan developed by the permanency team for a minimum of six months from discharge.

Such activities are to include but are not limited to the following:

- 1. Minimum of monthly contact with child and family (Face-to-Face /Telephonic/Skype/etc.)
- Linkage to community services.
- 3. Follow up with community service.
- Documentation of the monthly contacts in the Residential Treatment Information System (RTIS).

When serving multiple children in the save family, the cost for non-Medicaid Aftercare Supports may be billed for only one child at the same time.

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e.,transportation of children for

routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.

- C. Provider agrees to deliver aftercare support as described in Article IV.
- D. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- E. Provider agrees that all caregivers must be approved by the Agency.
- F. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
 - 1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
 - 2. The Monthly Progress Report will include the following medical related information:
 - a. Service type (i.e. medical, dental, vision, etc.);
 - b. Date(s) of service;
 - c. Reason for visit (i.e. routine, injury, etc.);
 - d. Practitioner name, address and contact number;
 - e. Name of hospital, practice, urgent care, etc.;
 - f. Prescribed medications and dosages;
 - g. Date(s) medication(s) were prescribed or changed; and
 - h. Changes to medications.
- G. Placement changes, emergency or non-emergency, are to only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- H. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- I. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs (DCY 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

- 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.

- J. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
 - 1. When physical restraint is used/applied; and
 - 2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

- K. Documentation of the emergency and non-emergency incidents as identified in "I and J" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- L. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- M. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- N. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- O. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of 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.
- P. 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.
- Q. 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.
- R. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- S. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to OAC 5101:2-5-33, OAC 5101:2-9-02 or OAC 5101:2-9-03 has been completed.
- T. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- U. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.

- V. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- W. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- X. The Provider agrees to adhere to the following Medical/Medication guidelines:
 - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 - 2. To comply with the medical consent process as identified by Agency;
 - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
 - 4. Provide an initial placement medical screening within five working days of child's placement into a placement resource under the Provider's operation and/or oversight.
- Y. To arrange for required health care/medical examinations within time frames required by <u>OAC 5101:2-42-66.1</u> and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Z. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- AA. The Provider will immediately notify the Agency:
 - 1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
 - 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
 - 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rule violation.
 - 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

See Attachment 2 for additional details.

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule 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 <u>OAC 5101:2-42-90.</u> Prior to a child's placement in alternative care or respite, <u>OAC 5101:2-42-90 (D)</u> requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
 - 1. Provider's name, address, telephone number, email address, fax number if available, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
 - 2. Billing date and the billing period.
 - 3. Name of child, date of birth of child, and the child's Ohio Child Welfare Information System (Ohio CWIS) person I.D. number.
 - 4. Admission date and discharge date, if available.
 - 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
 - 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - a. Case Management; allowable administration cost;
 - b. Transportation, allowable maintenance cost;
 - c. Transportation; allowable administration cost;
 - d. Other Direct Services; allowable maintenance cost;
 - e. Behavioral health care; non-reimbursable cost; and

- f. Other costs (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. If Provider is an enrolled provider of Medicaid, Provider shall seek reimbursement for aftercare support provided to children through Medicaid. If a child is an open client with the QRTP the following services or activities may be billed to Medicaid as medically necessary. Aftercare support provided that is not available for Medicaid reimbursement shall be billed to the Agency. If Provider is not enrolled on Medicaid, reimbursement for aftercare support provided shall be billed to the Agency. Aftercare support provided to children who are not enrolled on Medicaid shall be invoiced to the Agency less any private insurance / third-party payor reimbursement obtained by Provider. Rates for aftercare support billed to the Agency shall be consistent with the prevailing Medicaid rate for Community Psychiatric Supportive Treatment (CPST) at the most recent version of which may be found at: Manuals and Rates (ohio.gov). If the parties agree to not use the Medicaid rates, an "Agreement for Title IV-E Agencies for the Provision of Non-Placement Services" will need to be created, and the negotiated rates will be displayed on the Schedule B.
- C. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is \$500,000.00.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency

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shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.

- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
 - 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
 - 2. Issue a notice of intent to terminate the Agreement.

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

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

See Attachment 1 for additional details.

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon of the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.

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- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
 - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Children and Youth (DCY), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.
- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in

writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.

- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
 - 1. Ensure the security and confidentiality of data;
 - 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
 - 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
 - Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
 - b. Firewall protection;
 - c. Encryption of electronic data while in transit from Provider networks to external networks;
 - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
 - 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

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

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with 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

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have been obtained and are current.

O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, OAC 5101:9-4-07 and OAC 5101:2-47-23.1.

Article XII. INDEPENDENT CONTRACTOR

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

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with ORC 5103.0323.
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in OAC 5101:2-47-26.2 to DCY. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with OAC 5101:2-47-26.2. The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with ORC 5101.11, ORC 5101.14, and OAC 5101:2-47-01.
- E. Upon request from the Agency, the Provider shall submit a copy of the DCY 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
 - 1. OAC 5101:2-47-11: "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
 - 2. OAC 5101:2-47-26.1: "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements":

- 3. OAC 5101:2-47-26.2: "Cost Report Agreed Upon Procedures Engagement".
- 4. DCY 02911 Single Cost Report Instructions.
- 5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
- 6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
- 7. 2 CFR part 200.501, Audit Requirements.

Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

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

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

Article XV. ATTACHMENTS/ADDENDA

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

Article XVI. NOTICE

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

if to Agency, to Fairfield County Department of Job and Family Services

239 W Main St Lancaster, OH 43130

if to Provider, to OhioMHAS - Noble Vision Behavior Health LLC (Non-ODJFS)

Fairfield County Department of Job and Family Services / OhioMHAS - Noble Vision Behavior

2906 E 5th Ave Columbus, OH 43219

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;
 - Pay on behalf of wording;
 - 3. Concurrency of effective dates with primary;
 - Blanket contractual liability;
 - 5. Punitive damages coverage (where not prohibited by law);
 - 6. Aggregates: apply where applicable in primary;
 - 7. Care, custody and control follow form primary; and
 - 8. Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

- E. Workers' Compensation insurance at the statutory limits required by ORC.
- F. The Provider further agrees with the following provisions:
 - 1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
 - 2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
 - 3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
 - 4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage

- required by these specifications.
- 5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
- 6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
- 7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
- 8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
- 9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
- 10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
- 11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
- 12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s') employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.
- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

Fairfield County Department of Job and Family Services / OhioMHAS - Noble Vision Behavior

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 <u>OAC Chapters</u> <u>5101:2-5, 5101:2-7, 5101:2-9</u> and <u>5101:2-48</u> resulting in financial penalty due to lack of compliance with the criminal records checks.

B. Transportation of Child

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

C. Rehabilitation

- 1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of 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.

Contract ID: 19508033

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")

07/01/2025 -06/30/2026 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

Contract ID: 19508033

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,

07/01/2025 -06/30/2026 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

07/01/2025 -06/30/2026 any type of non-routine medical care or medication needs. This includes, but is not limited to: major medical treatment, medical procedures, surgery, implementation of or change in psychotropic medications, and any other medical intervention that carries a high risk of side effects, impairment, or harm. Routine well visits and treatment for typical childhood illnesses will not require such prior authorization.

In the event of an emergency, the child should be taken to the nearest medical facility.

Attachment Three.

Reason: Article

Section: Article I - Scope of Placement Services

Detail: Article I

SECTIONS 1.02 & 1.03, References to Exhibit I

Article I, Item A ('Scope of Placement Services') will serve as Exhibit I. al facility for prompt treatment. As soon as

possible, Agency shall be contacted, according to the process outlined in the addendum to Article V.

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

SIGNATURES OF PARTIES:

Provider: OhioMHAS - Noble Vision Behavior Health LLC (Non-ODJFS)

Print	Name & Title	Signature	Date
Lance Sullivan	CEO	Lan Sulin	8-14-2025

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

Agency: Fairfield County Department of Job and Family Services
Provider / ID: OhioMHAS - Noble Vision Behavior Health LLC (Non-ODJFS) / 29455451

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
Children's Residential Center	7695716			\$690.00	\$60.00							\$750.00	07/01/2025	06/30/2026

Contract ID: 19508033 Fairfield County Department of Job and Family Services / OhioMHAS - Noble Vision Behavior Health LLC (Non-ODJFS) / 29455451 Run Date: 07/29/2025

Contract Period: 07/01/2025 - 06/30/2026



A Contract regarding Noble Vision Behavior Health LLC between Job and Family Services and

Approved on 9/8/2025 3:55:07 PM by Sarah Fortner, Deputy Director

Sarah Fortner Deputy Director

Approved on 9/8/2025 3:55:46 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):
 Under \$77,250.00 State Term #: (copy of State Term Contract must be attached) ODOT Term #: (See R.C. 5513.01) Professional Services (See the list of exempted occupations/services under R.C. 307.86) Emergency (Follow procedure under ORC 307.86(A)) Sole Source (attach documentation as to why contract is sole source) Other: (cite to authority or explain why matter is exempt from competitive bidding)
G. Agreement not subject to Sections A-F (explain):
H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
 No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on http://ffr.ohioauditor.gov/) Obtained 3 quotes for purchases under \$77,250.00 (as applicable) Purchase Order is included with Agreement
Signed thisday of
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.*

Rev. 12-31-24 Eff. 1-1-25 to 12-31-25 In entering into a contract with Fairfield County (hereinafter "County"), a political subdivision of the State of Ohio, _______ (hereinafter "Company") acknowledges that certain provisions, should and where they exist in the underlying contract, must be removed from the contract in order to comply with Ohio law. Pursuant to R.C. 307.901 and R.C. 5705.41(D)(1) (see, e.g., 2005 Ohio Atty.Gen. Ops. No. 2005-007), the County is prohibited by law from entering contracts that contain **any** of the following terms:

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

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

<i>3</i>	J 1
: Love Salli	~ CEO
Company Represen	ntative Signature and Title
Love Sallin	Noble Vision Behavior Health
Company Represen	ntative Name and Company
8/14/2025	
Date	



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arch	All Words e.g. 1606N020Q02
Filter By	
Keyword Search For more information on how to use our key	word search, visit our help guide
Simple Search	Search Editor
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Contracting

Federal Assistance

Entity Information

Federal Hierarchy

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Sign In

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Keith Faber Ohio Auditor

Certified Search for Unresolved Findings for Recovery



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

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

Auditor of State - Unresolved Findings for Recovery Certified Search

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

Contractor's Information:

Name: ,

Organization: Noble Vision Behavior Health LLC

Date: 7/30/2025 3:14:18 PM

This search produced the following list of 1 possible matches:

Name/Organization	Address
Noble County Law Library Association	300 County Court House

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

01.2018 COST ANALYSIS:

For foster care placement, network providers have Title IV-E reimbursement ceilings, and Fairfield County rates have typically been below the state negotiated ceilings. Historically, the traditional, daily rate is less than \$225.

The review and evaluation of the separate cost elements and proposed profit would include an evaluation of special considerations and special needs, as there are cases which would be reviewed independently based on extraordinary factors. If the rate was more than \$225 per day, it is expected that there would be extraordinary, case specific needs, knowing what we know about the market in our area.

Carrí L. Brown, PhD, MBA, CGFM

Fairfield County Auditor 210 East Main Street Lancaster, Ohio 43130

Revisions: 000

Fiscal Year 2025

Page: 1 of 1

Purchase Order

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

Purchase Order#

25006067 - 00

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

VENDOR

В

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NOBLE VISION BEHAVIOR HEALTH

LLC

2906 E. 5TH AVE

COLUMBUS, OH 43219

JOB & FAMILY SERVICES

239 W MAIN STREET

Phone: 740-652-7889

LANCASTER, OH 43130

SHIP TO

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

VENDOR PHONE N	PHONE NUMBER VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE	
		6696			
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION	
09/02/2025	19188			JOB & FAMILY SERVICES	
		NOT	ES		

BOARD AND CARE

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

ITEM#	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	BOARD AND CARE	1.0	EACH	\$25,000.00	\$25,000.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$25,000.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 09/02/2025

Auditor Fairfield County, OH

Total Ext. Price	\$25,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$25,000.00

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 Noble Vision Behavior Health LLC.

(Fairfield County Job and Family Services)

Approved as to form on 9/9/2025 10:03:36 AM by Steven Darnell,

Signature Page

Resolution No. 2025-09.16.o

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Noble Vision Behavior Health LLC.

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2025-09.16.p

A resolution for the Purchase of Service Agreement between Job & Family Services, Child Protective Services Department and Ohio Guidestone.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a purchase of service agreement with Ohio Guidestone, 434 Eastland Road, Berea, OH 44017 and

WHEREAS, the purpose of the service agreement is a collaborative effort between Fairfield County Child Protective Services and the Fairfield County Juvenile/Probate Court to improve outcomes for families involved in the child protective system experiencing a primary diagnosis of substance use disorder, and

WHEREAS, this agreement shall be effective August 1, 2025 through July 31, 2026, and

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

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

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

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached agreement with Ohio Guidestone.

Prepared by: Brandi Downhour cc: JFS / Budget Manager

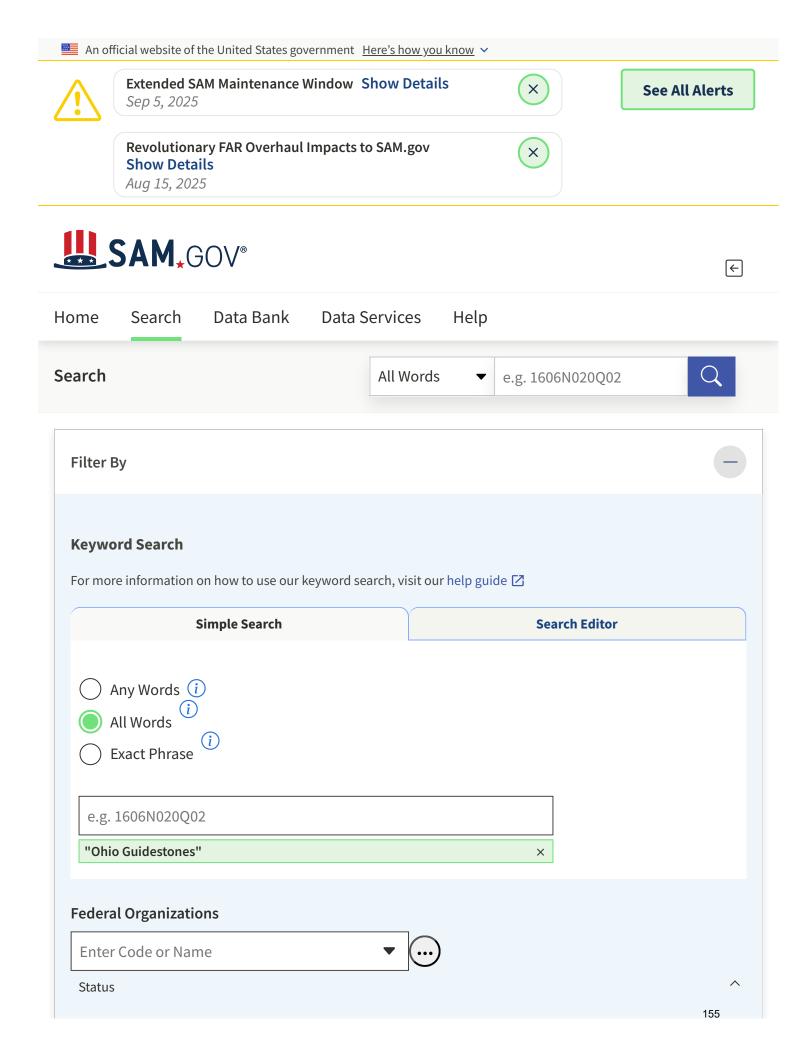
Cost Analysis

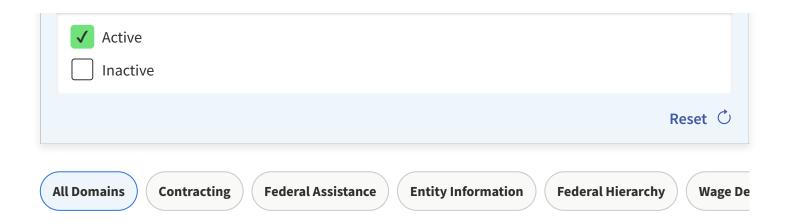
The total cost of the contract is not expected to exceed \$20,000 for one fiscal year.

ROUTING FORM FOR CONTRACTS

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):
 Under \$77,250.00 State Term #: (copy of State Term Contract must be attached) ODOT Term #: (See R.C. 5513.01) Professional Services (See the list of exempted occupations/services under R.C. 307.86) Emergency (Follow procedure under ORC 307.86(A)) Sole Source (attach documentation as to why contract is sole source) Other: (cite to authority or explain why matter is exempt from competitive bidding)
G. Agreement not subject to Sections A-F (explain):
H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
 No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on http://ffr.ohioauditor.gov/) Obtained 3 quotes for purchases under \$77,250.00 (as applicable) Purchase Order is included with Agreement Executed Ohio Law Acknowledgment Form (ORC 307.901)
Signed this day of, 20
Name and Title Brandi Downhour, Budget Manager
* Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.*

Rev. 03-31-25 Eff. 04-09-25 to 12-31-25





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

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Freedom of Information Act

External Resources

Accessibility

Contact



⚠ WARNING

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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

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

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

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

•	J 1
But Rusell	President & CEO
Company Representa	tive Signature and Title
Brant Russell, Ohio Company Representa	Guidestone tive Name and Company
8/12/2025 Date	

Keith Faber Ohio Auditor

Certified Search for Unresolved Findings for Recovery



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

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

Auditor of State - Unresolved Findings for Recovery Certified Search

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

Contractor's Information:

Name: ,

Organization: Ohio Guidestone Date: 9/9/2025 12:56:41 PM

This search produced the following list of 5 possible matches:

Name/Organization	Address
Mohiuddin, Leah	1665 Saffron Drive
Northern Ohio Rural Water Board Members	
Ohio Works First Program, Prevention, Retention and Contingency	
Somali Bantu (Youth Community of Ohio)	3823 Sullivant Avenue
Southern Ohio Academy	522 Glenwood Ave

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

Purchase of Service Agreement Fairfield County Job & Family Services And OhioGuidestone

This agreement is made and entered into this 1st day of August 2025 by and between the Fairfield County Job & Family Services, Child Protective Services, and OhioGuidestone, 434 Eastland Road, Berea, Ohio, 44017.

- 1) Purchase of Service: Subject to terms and conditions set forth in this agreement, Fairfield County Job and Family Services (hereinafter referred to as FCJFS) and Protective Services (hereinafter referred to as PS), agrees to purchase for and provider agrees to furnish to FCJFS those specific services detailed in this agreement with OhioGuidestone (hereinafter referred to as OhioGuidestone).
- 2) Purpose of Agreement: A collaborative effort between Fairfield County Protective Services, the Fairfield County Juvenile/Probate Court, and local providers to improve outcomes for families involved in the child protective system experiencing a primary diagnosis of substance use disorder (SUD). Goals of this collaboration are to enhance available in-home services, increase parental participation and success in Family Dependency Treatment Court (FDTC) and reduce out of home placement of children while maintaining safety. Identified activities include the use of tools for rapid SUD and trauma screening, early access to in home services and supports designed to engage families, increased case management and judicial oversight, peer mentoring, peer recovery support services for parents and caregivers.
- **3)** Agreement Objectives: OhioGuidestone will provide expedited diagnostic evaluations and ongoing behavioral health services, including, but not limited to, SUD and mental health (MH) services, referred by the Protective Services Department as specified within this purchase of service agreement.
 - Increased identification of individuals with SUD involved with the child protection system.
 - Increased participation rates (by a minimum of 50%) in FDTC for individuals involved with PS due to parental substance use.
 - Increased access to behavioral health services, including, but not limited to, SUD and MH services.
 - Increased commencement rates for FDTC participants.
 - Reduction of children entering substitute placement as the result of parental SUD and/or MH issues.
 - Reduction in child protection court filings related to SUD issues, reducing burden on court (reduced overall cases on docket, lowered attorney costs and lowered court fees for participants).

- **4)** Agreement Term: This Agreement shall be for the period commencing on August 1, 2025 and terminating July 31, 2026. FCJFS may extend the agreement for two (2) additional 12-month periods upon mutual consent of the parties and contingent upon the availability of funding and successful performance of OhioGuidestone.
- **5) Agreement Ceiling:** This is a master agreement with no defined dollar unit. Nothing in this agreement will be construed to guarantee OhioGuidestone either a minimum or maximum number of referrals or a minimum or maximum payment amount during the agreement term.

This Agreement has been entered into on a per unit basis at the rate set forth in Section 6. An estimate of the total amount to become due upon said Agreement has been certified in writing to the Fairfield County Auditor's Office and appropriated in accordance with R.C. 5705.41(D)(3).

6) Service Deliverables and Unit Costs:

OhioGuidestone will provide the following:

- Expedited access to diagnostic evaluations for SUD/MH services and treatment recommendations.
- Ongoing SUD/MH services when further services are determined necessary by the assessment.

SUD Assessment Services

- o Scheduling of diagnostic evaluation for SUD/MH assessment within one business day.
- Completion of diagnostic evaluations for SUD/MH services within seven business days. Assessments will include but are not limited to: MH diagnostic evaluation, SUD diagnostic evaluation, recommendations for services based off of evaluation results and collateral information, and results of any other objective assessments.
- o Provide a summary of treatment recommendations to PS.
- Provide ongoing SUD/MH services as recommended.

SUD Case Management Services

Such services may include providing training and facilitating linkages for the use of community resources; monitoring service delivery; obtaining or assisting individuals in obtaining necessary services; assisting individuals in becoming involved with self-help support groups; assisting individuals in increasing social support networks with family members, friends, and/or organizations; assisting individuals in performing daily living activities; and intensive collaboration and service delivery in conjunction with PS, Fairfield County Juvenile/Probate Court, and other service providers.

Other Behavioral Health and SUD Services

- Additional intensive, individual and family behavioral health and SUD services shall be provided as needed based upon recommendations of the diagnostic evaluation. Such services may include Therapeutic Behavioral Services ("TBS"), Community Psychiatric Supportive Treatment ("CPST"), SUD Intensive Outpatient Treatment (IOP), SUD Group Counseling, Individual Counseling SUD non-licensed, SUD Individual Peer Recovery Support, SUD Urine Drug Screening, Medication Assisted Treatment, Individual Psychotherapy, Family Psychotherapy without patient/client, and Psychiatry.
- These services may also include participation in Protective Services' clinical/case management staffing to improve service delivery and increase efficiency and collaboration with other service providers as necessary to maintain child safely in the home or reunification if applicable.

Additional Services - Additional services not mentioned in the preceding paragraphs that are needed but outside of Medicaid billing requirements may be provided, and may include the following:

- Family peer mentoring (not classified as SUD Case Management).
- Non-client specific program facilitation and consultation (e.g., trainings and meetings).
- Expedited evaluation fees and case planning consultation
 - O In situations where such services are needed, OhioGuidestone will give an estimate to FCJFS in advance of the service being provided. If, in the course of service provision, it becomes clear the service will exceed the estimated units of service by more than 5 hours per month per client, OhioGuidestone must alert FCJFS and FCJFS must consent to this. Any such agreement shall be specific to the individual, and agreed upon in advance, in writing.
- Written consultation summaries Diagnostic evaluations will be completed and their accompanying written consultation summaries delivered to FCJFS within 30 days from the date the initial appointment was attended (ie. client's first attended appointment was November 15, the consultation summary will be delivered to FCJFS by December 15). Any deviation from the aforementioned time frames will be discussed with FCJFS before the evaluation due date. OhioGuidestone will submit one copy of all completed written consultation summaries and send them to the person or persons identified on the FCJFS referral form. OhioGuidestone will be available to FCJFS staff to discuss any questions or concerns FCJFS staff may have concerning the written consultation summary. FCJFS requires all written consultation summaries be professional, typed, detailed and concise, with clear treatment recommendations.
- Client consultation Following the diagnostic evaluation and completion of the consultation summary, if applicable, OhioGuidestone will offer a face-to-face postassessment consultation to adult clients and youth thirteen years old or older for the

- purpose of reviewing their assessment and treatment recommendations. OhioGuidestone will recommend a post-assessment consultation to all appropriate parties; however, the client is not required to attend a post-assessment consultation.
- Court testimony OhioGuidestone will appear at all court hearings when subpoenaed by agency attorneys for FCJFS. OhioGuidestone will cooperate and consult with FCJFS agency legal representation and FCJFS court manager with appropriate release of information as needed in anticipation of testimony. OhioGuidestone will be placed on telephone standby whenever possible to ensure minimal disruption of OhioGuidestone's schedule. OhioGuidestone will cooperate with FCJFS agency legal representation and FCJFS court manager in scheduling court appearances. FCJFS will pay for time consulting with FCJFS agency legal representation and time in court at the rates identified.

Family Peer Mentor-

- OhioGuidestone and FCJFS-PS will collaborate to dually manage the family peer mentors employed by the OhioGuidestone pursuant to START guidelines. This may include the following:
 - Participate in hiring process with FCJFS-PS, as outlined by the National START Model Family Mentor Hiring Guide.
 - Participate in onboarding process with FCJFS-PS, as outlined by the Family Peer Mentor Onboarding and Training guidance document.
 - Participate in monthly co-supervision with FCJFS-PS and family peer mentor to address employee performance and clinical conversations pursuant to START guidelines.
 - Participate in monthly co-supervision with FCJFS-PS START supervisor to address program barriers, program progress and employee performance.
 - Attend shared decision-making meetings, post-assessment meetings, critical incident meetings, direct line meetings, case review meetings, and steering committee meetings as requested.
 - Communicate with FCJFS-PS to include emails, phone calls, and meetings to provide updates and progress between the partnering agencies.
- FCJFS-PS will assure the family peer mentor has a co-located workspace within FCJFS-PS.
- OhioGuidestone family peer mentors who are assigned to a family with an open child welfare case will adhere to any fidelity standards identified through the grant program. This may include the following:
 - Documentation of family peer mentor interactions with FCJFS-PS families within Needs Portal.
 - Attendance at UNCOPE meetings, shared decision-making meetings, postassessment meetings, critical incident meetings, direct line meetings and case review meetings, as requested.
 - Routine communication with START caseworker dyad to include emails, phone calls, and meetings to provide and obtain updates on joint caseload.

- Transportation of START client to SUD assessment and first four treatment appointments.
- Weekly face to face contact with START client for first 90 days of START case and biweekly face to face contact with START client thereafter. If critical incident were to occur, weekly face to face contact will resume for an additional 90 days.
- Attempt weekly contact for the first 90 days of START case with non-primary parent(s) in order to build supports within the family.
- When Family Peer Mentor performance concerns arise, the following activities will take place:
 - OhioGuidestone and FCJFS-PS agree to notify the partnering agency within one business day of the concerns or issues received.
 - OhioGuidestone agrees to address the concerns received regarding the family peer mentor within two business days of the concerns being received.

OhioGuidestone shall be paid at the following rates:

The services listed below are billable to Medicaid. Third party insurance will be billed if the client is covered. In the event a client does not have Medicaid, or Medicaid (or other third-party insurance) does not provide payment for the service, FCJFS will be billed for the services at the current Medicaid rates. See Attachment B: <u>SUMMARIZED OHIO DEPARTMENT OF MEDICAID FEE SCHEDULE</u> for sample rates. Due to the redesign of the rate structure, the rates listed on Attachment B are approximation only and can vary by length of services, severity of condition during service, whether or not the patient is present, the license or education of the service provider, and potential other factors. OhioGuidestone will work with clients to obtain appropriate insurance/Medicaid coverage.

The services listed below may not be billable to Medicaid and can be billed to FCJFS as services are agreed upon by both parties.

Non-Medicaid Billable Services	Unit	Rate
Family peer mentor onboarding, shadowing, trainings,	15 min	\$17.49
meetings or conferences		
Family peer mentors – client specific services	15 minutes	\$17.49
Additional Services (e.g., Written Consultation Summaries,	1 hour	\$118.00
Client Consultation and Court Testimony)	15 min	\$29.50

7) Medicaid and Third-Party Billing: Services billable to Medicaid or third-party insurance, provided to an individual with such coverage available, shall not be billed to FCJFS. If a circumstance arises where such a service cannot be billed to Medicaid or private insurance despite valid coverage (ex. - exceeding a coverage limit for that service), OhioGuidestone shall contact FCJFS to determine if FCJFS will assume this cost if known prior to providing the

service. Any such agreement shall be specific to the individual and agreed upon in advance (unless the service has already been provided before the condition was discovered), in writing.

8) Invoicing Process and Format: OhioGuidestone shall submit monthly an accurate and detailed invoice including information of all services provided during the previous month to FCJFS-PS. FCJFS will review all invoices for accuracy before making payment within 30-45 days after receipt of invoice. For any service that cannot be billed to FCJFS within 60 days of service completion, provider must give written notice to FCJFS prior to the end of this 60-day period and indicate expected invoice date. Ohio Guidestone will utilize the invoice form provided by FCJFS. If grant funding is being utilized, OhioGuidestone agrees to separate and label the non-Medicaid billable services into the appropriate funding stream.

FCJFS will pay any undisputed invoices within 45 days of receipt and make OhioGuidestone aware of any billing discrepancies within 15 days of receipt.

OhioGuidestone shall bill Medicaid and any applicable third-party insurance and apply any related payments, prior to invoicing FCJFS. In any situation where some units of service, but not all units of service, were paid by another party, OhioGuidestone must indicate this on the invoice, specifying how many units were successfully billed to another party (including write-off), and how many units remain unpaid. OhioGuidestone certifies the services being reimbursed are not available from any source on a non-reimbursable basis or for less than the unit cost and that the level of service existing prior to the agreement shall be maintained. OhioGuidestone further certifies federal funds will not be used to supplant non-federal funds for the same service.

No invoicing should occur prior to the service being provided. If payment is related to written consultation, payment cannot be made until the written product is received by FCJFS.

OhioGuidestone shall indicate, for any services typically Medicaid billable but being charged to FCJFS, why such services were not covered by Medicaid (ex. – individual has no insurance/Medicaid, individual has exceeded coverage limit, etc.). Invoice must be itemized in detail and include the following:

- Name of client
- Date of service
- Medicaid billing code (when applicable)
- Rate and quantity of units per service provided, as well as calculated total for each service
- Total amount due from FCJFS

Any invoice received outside of 60 days from the date of service will require discussion between OhioGuidestone and FCJFS to determine if payment will be remitted. If grant funded activities are invoiced past the due date and outside the grand funding cycle, these may not be

paid. FCJFS has the responsibility to send reminders to OhioGuidestone indicating the funding cycle is ending and the date the invoices are needed by.

Invoices are to be directed to the following address:

Fairfield County Job & Family Services

Attention: Protective Services, Ongoing Services Manager

239 West Main Street Lancaster, Ohio 43130

9) General Principles: FCJFS will provide a referral that includes specific services needed, relevant client information, and formally request any additional services determined necessary by OhioGuidestone. OhioGuidestone will assign appropriate OhioGuidestone staff to respond to the client needs based on case volume, client location, and staff skills.

10) Referral and Appointments Process: The FCJFS assigned service team will make referrals for services. OhioGuidestone will provide their referral form to FCJFS to utilize. FCJFS service team will complete referral, any appropriate case-related documents, and appropriate authorizations for the provision of services and send the referral to Ohioguidestone. Upon receipt of the referral, the assigned OhioGuidestone staff, or assigned OhioGuidestone support staff will contact the referred client directly within one (1) business day of receiving the referral, (or an identified adult if the individual referred is a youth) to schedule date, time and location of diagnostice assessment within seven (7) business days. The OhioGuidestone staff will provide directions to the location designated for the initial service. Once the appointment is scheduled, the OhioGuidestone staff will notify FCJFS service team via telephone, e-mail, or fax with the date, time, and location of the appointment. The OhioGuidestone staff will make at least two (2) attempts within one week to contact the client by telephone to schedule the service. If contact cannot be made or messages left for the client are not returned, the OhioGuidestone staff will contact the FCJFS service team to discuss how best to proceed. OhioGuidestone is required to verify the appointment with the client one to three days prior to the scheduled appointment. OhioGuidestone will notify the FCJFS service team of any change in the appointment or advise FCJFS of any cancellation.

Any referral received by OhioGuidestone which is incomplete (i.e. lacks relevant contact and/or demographic information for the referred party), will not be accepted by OhioGuidestone and will be returned to the FCJFS service team. OhioGuidestone may return referrals to FCJFS service team via U.S. mail, email, or personal delivery. Ohioguidestone must provide the reason the referral is being returned. FCJFS service team will review all returned referrals and make corrections/additions to the referral prior to returning the referral to OhioGuidestone.

11) Client No Shows: In the event a client fails to attend a scheduled assessment or appointment, OhioGuidestone must notify the service team via telephone, e-mail, or fax within twenty-four (24) hours. When a client "no-show" occurs, OhioGuidestone will attempt to contact the client the day of the missed appointment and reschedule the appointment. FCJFS staff will make every

effort to assist in having the client follow through with services. FCJFS will not provide payment for "no-show" appointments and the client will be charged for the missed appointments.

- **12) Client Records:** Client requests for copies of their medical records will be handled according to OhioGuidestone's standard procedures for release or transfer of any medical records.
- 13) Practice Principles, Expectations, and Evaluation: FCJFS values programs and services that help us achieve positive outcomes for the children and families we serve. The Federal Child and Family Services Review (CFSR) sets practice and outcome standards for all public child welfare agencies in the United States. FCJFS expects our contracted service providers to collaborate with us in providing culturally competent, effective services to families in a manner that will assist FCJFS in achieving the high standards established by the CFSR. OhioGuidestone will embrace the practice principles shown below:
 - Treat families with respect and engage them as active participants in achieving safety, permanency and well-being for their children.
 - Work collaboratively with other professionals serving the family.
 - Present excellent documentation of the assessments or other services provided to children and families.

OhioGuidestone will identify a member of their staff to participate in any FCJFS agreement management meetings.

FCJFS views evaluation as an ongoing process which involves several components.

Component 1: Written Consultation Summaries: OhioGuidestone will submit all required written consultation summaries within the time frame outlined in Additional Services.

Component 2: Client Satisfaction: FCJFS will evaluate all services provided under this agreement for client satisfaction in terms of how well does FCJFS staff (service teams, placement staff, and agreement staff) rate the services provided to our clients by OhioGuidestone and OhioGuidestone staff.

Component 3: Fiscal Practice: Following reasonable notice to OhioGuidestone, the FCJFS Finance Department may conduct an audit of accounting practices and records at any time during the term of the contact. Specific areas subject to review are:

- a. Revenue
- b. Cash disbursement
- c. Payroll
- d. Invoicing

OhioGuidestone will comply with any corrective action plan that results from a fiscal audit.

14) Confidentiality: Confidential and/or proprietary information provided by a Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") in connection with this Agreement (the "**Confidential Information**"), including the contents of this Agreement and information

regarding the products, services and business practices of the Disclosing Party, shall not be disclosed by the Receiving Party to third parties or used by the Receiving Party other than in furtherance of the purpose of this Agreement; provided, however, such confidentiality restrictions shall not apply to information that is or becomes generally available to the public (other than as a result of the Receiving Party's breach of this Section) or information that is lawfully required to be disclosed by the Receiving Party. In the event that the Receiving Party is requested or required by subpoena or similar judicial, legislative or regulatory process to disclose any Confidential Information, the Receiving Party will provide the Disclosing Party with prompt written notice of any such request or requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Section. In the event that such protective order or other remedy is not obtained, the Receiving Party shall disclose only that portion of such materials which, in the opinion of the Receiving Party's counsel and in consultation with the Disclosing Party and its counsel, is legally required. The Receiving Party's internal disclosure of such Confidential Information shall be limited to individuals whose duties justify the need to know such information, and then only after such individuals have been advised of their obligations of confidentiality under this Agreement, provided that the Receiving Party shall remain responsible for any breach of this provision by any such individual. It is agreed that the Disclosing Party shall be entitled to seek an injunction by any court of competent jurisdiction to enjoin and restrain any breach of the Receiving Party's obligations under this Section. The provisions of this Section shall survive the termination of this Agreement.

- 15) Independent Contractor: Nothing in this Agreement is intended to, or shall be deemed to, constitute a legal partnership, association or joint venture between the parties hereto in the performance of this Agreement, nor shall OhioGuidestone or OhioGuidestone's employees be considered agents, representatives or employees of FCJFS. At all times, OhioGuidestone shall have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on FCJFS or Fairfield County on account of any claimed partnership, association or joint venture relationship. OhioGuidestone shall at all times be responsible for all of its withholding taxes, Social Security, Unemployment, Worker's Compensation and other taxes and OhioGuidestone shall hold FCJFS, Fairfield County harmless for any claims for same.
- **16)** *Insurance:* OhioGuidestone shall comply with the laws of the State of Ohio relating to insurance coverage. OhioGuidestone shall at its own expense, maintain in effect with insurance companies of recognized responsibility licensed to do business in the state of Ohio, or through its own self-insurance program, insurance covering its work and employees.
 - a) Comprehensive General Liability Insurance: OhioGuidestone shall carry and keep comprehensive general liability insurance in force during the performance of this Agreement, including public liability insurance in the minimum amount of one million dollars (\$1,000,000.00) per claim and three million dollars (\$3,000,000.00) annual aggregate. Members of the network and subcontractors (if applicable) shall also maintain

- comprehensive general liability insurance in the minimum amounts of one million dollars (\$1,000,000.00) per claim and three million dollars (\$3,000,000.00) annual aggregate.
- b) Professional Liability Insurance: OhioGuidestone shall carry and keep in force during the performance of this Agreement a policy of professional liability insurance with coverage in the minimum amount of one million dollars per claim (\$1,000,000.00) and three million dollars (\$3,000,000.00) annual aggregate.
- c) Other Insurance: During the term of this Agreement, OhioGuidestone shall maintain workers compensation insurance in the amounts required by the Ohio Bureau of Workers Compensation. In the alternative, OhioGuidestone may be self-insured in accordance with the procedures of the Ohio Bureau of Workers Compensation. Upon request, OhioGuidestone shall provide proof of participation in the Ohio Worker's Compensation program or of self-insurance as described above.
- d) Notice of Changes, Certificates: OhioGuidestone shall not reduce coverage or cancel any insurance coverage or policy except after ninety days (90) written notice to FCJFS. OhioGuidestone shall furnish to FCJFS certificates evidencing the above types and minimum amounts of insurance. Such certifications shall include a notice of cancellation, change or amendment clause with notice to be sent to FCJFS at least thirty days (30) prior to any such event, whether OhioGuidestone or the insurance carrier(s) causes such cancellation, change or amendment. OhioGuidestone may change insurance carriers, provided notice is given to FCJFS, there is no interruption in coverage, and the coverage amounts are not reduced.
- e) Changes, Cancellation: A reduction in insurance coverage or cancellation relating to this agreement will constitute a default by OhioGuidestone, which, if not remedied within the thirty-day (30) notice period, shall be cause for termination of this Agreement.
- 17) Maintenance of Records/Record Retention: OhioGuidestone will maintain all records, documents, writings, or other information, including, but not limited to, financial records, census records, client records, and, whenever applicable, documentation of legal compliance with OAC rules, for a minimum of three years (3) after reimbursement for services rendered under this Agreement. If an audit, litigation, or other action is initiated during the term of the Agreement, OhioGuidestone shall retain all records until the action is concluded and all issues resolved or the three years (3) have expired, whichever is later. OhioGuidestone shall maintain all financial records in a manner consistent with Generally Accepted Accounting Principles. Upon reasonable notice by FCJFS, financial and/or case records will be readily available for review and audit by FCJFS or any other local, state, or federal agency with the authority to examine the records.
- **18)** Assignment: This Agreement, and/or any of the rights or responsibilities it contains, may not be assigned, transferred or subcontracted to any other party without the express written consent

of FCJFS. Any transfer, assignment or subcontracting of this Agreement does not relieve OhioGuidestone of any liabilities under this Agreement unless the express written consent of FCJFS so provides. Any attempted transfer, assignment or subcontracting of this Agreement without the express written consent of FCJFS shall terminate the Agreement.

- **19) Equal Employment Opportunity:** OhioGuidestone shall comply with all federal and state Equal Opportunity Laws, orders, and regulations and shall not discriminate against any employee or applicant for employment based on age, race, color, religion, sex, disability, national origin, marital status, veteran status, or sexual orientation.
- **20) Compliance Requirements:** The provider shall perform its obligations under this agreement in conformity with all applicable local, state, and federal rules, laws and regulations. They include but are not limited to the following, when applicable:
 - a) Clean Air Act: requiring compliance with applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 USC 1857(h), Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40 CFR Part 15.
 - b) Debarment and Suspension: requiring compliance with Executive Orders 12549 and 12689.
 - c) Lobbying: requiring compliance for anti-lobbying provisions of 31 USC 1352.
 - d) Anti-Kickback Act: requiring compliance with the Copeland Anti-Kickback Act 18 USC 874 as supplemented in Department of Labor regulations 29 CFR Part 3.
 - e) Contract Work Hours and Safety Standard Act: requiring compliance with the Contract Work Hours and Safety Standards Act 40 USC 327-330 as supplemented by Department of Labor regulations 29 CFR Part 5.
 - f) Davis-Bacon Act: requiring compliance with Davis-Bacon Act, 40 USC 276 and 327 to 330 as supplemented by Department of Labor regulations at 29 CFR Part 5.
 - g) Energy Policy and Conservation Act: requiring compliance with the Energy Policy and Conservation Act (PL94-165).
- **21)** Child Support Enforcement: As a condition of receiving an agreement with FCJFS, OhioGuidestone, and any sub-contractor, shall certify compliance with any court order for the withholding of child support which is issued pursuant to sections of 3121 of the ORC. OhioGuidestone, and any sub-contractor, must also agree to cooperate with FCJFS and any Ohio Child Support Enforcement Agency in ensuring that OhioGuidestone or employees of OhioGuidestone meet child support established under state law.
- **22)** Drug Free Workplace: The parties hereto agree to comply with all applicable federal and state laws regarding drug-free workplace. The parties further agree that they will make good faith effort to ensure that all employees of a government or private entity performing duties or responsibilities under this agreement shall not use illegal substances or misuse alcohol or prescription drugs in any way.

- **23) Pro-Children Act:** In the event that the Provider activities call for services to minors, the Provider shall comply with the Pro-children Act of 1994: Public Law 1-3-277, Part C environment Tobacco Smoke, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health care services, day care, library services and education to children under the age of 18.
- **24) Amendment:** This Agreement may be amended only by the express, written agreement of both parties. Only the Executive Director of FCJFS, in coordination with the Deputy Director of Protective Services, may sign an agreement amendment.
 - a) This Agreement may be terminated in advance of its specified term by either FCJFS or OhioGuidestone with or without cause with a thirty day (30) written notice to the other party. Notification may be by certified mail, return receipt requested, or other delivery service with receipt, and is considered effective when received. The notice to FCJFS shall be to the Deputy Director of Finance, Fairfield County Job & Family Services, 239 West Main Street, Lancaster, Ohio 43130.
 - b) Notwithstanding paragraph A above, FCJFS may terminate this Agreement immediately upon delivery of written notice to OhioGuidestone if FCJFS discovers conduct on the part of OhioGuidestone involving illegal activities or comprising the health, safety, or welfare of a child.
 - c) In the event of termination, OhioGuidestone will be entitled to reimbursement, upon submission of an invoice, for the agreed upon services as detailed in, "Service Deliverables and Unit Costs" delivered prior to the effective termination date. FCJFS is not liable for costs incurred by OhioGuidestone after the effective termination date.
- **25) Breach or Default:** Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the Parties may exercise any administrative, contractual, equitable, or legal remedies available without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and the parties retain the right to exercise all remedies hereinabove mentioned.
- **26) Applicable Law:** This Agreement shall be governed, construed, interpreted, and enforced under the laws of the State of Ohio. Any legal action commenced by either party shall be in a court of competent jurisdiction in Fairfield County, Ohio.
- **27) Integration:** This Agreement constitutes the entire agreement of the parties. There are no promises, terms, conditions, or obligations binding the parties other than those stated herein. With respect to the aforementioned client, this Agreement shall supersede all previous communications, representations, or agreements, either written or oral, between the parties to this Agreement.

28) OhioGuidestone Certifications:

- a) Compliance with all applicable ethics law requirements including without limitations ORC Section 102.04.
- b) OhioGuidestone warrants that a finding for recovery has not been issued to OhioGuidestone, by any federal, state or county government.
- **29) License:** OhioGuidestone shall maintain all required licenses relating to their specialty and/or other applicable licensing authorities. OhioGuidestone shall notify the FCJFS Finance Department within one (1) business day of any change in the status of its license including suspension, probation, lapse, issuance of a temporary license, failure or delay to renew its licenses or certifications, or the commencement of <u>any</u> investigation or inquiry into matters that affect or have the potential to affect license or certification status.
- **30)** Requirements and Regulations-Records: Subject to applicable law, and except as provided in this Agreement, all information and data developed, derived, documented, or furnished by OhioGuidestone in the performance of this Agreement, shall be the property of FCJFS. During the term of this Agreement, except as provided herein, OhioGuidestone's data and records will not be utilized by OhioGuidestone for any purpose other than that of rendering services to FCJFS and clients receiving services under this Agreement, nor will the data and records be disclosed, sold, assigned or leased to third parties or otherwise disposed of by OhioGuidestone without the prior written approval of FCJFS. Subject to applicable law and regulations restricting disclosure of data or records, OhioGuidestone shall be permitted to use data and records for its own purposes (including but not limited to research and program evaluation and inclusion of outcomes and results in marketing materials and proposals) and to integrate the same into its own data and records.

FCJFS reserves a royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use and to authorize others to do so, all documentation and products produced at any time during the Agreement period and thereafter except that FCJFS shall not disclose to third parties without restriction or make available to any competitor or potential competitor of OhioGuidestone any documentation or product which OhioGuidestone identifies as constituting Confidential Information. All documentation produced as required by a part of the Agreement will become the exclusive property of FCJFS and may not be copied by OhioGuidestone or any employees of OhioGuidestone without the written permission of FCJFS, except that documents may be copied without written permission if used in connection with OhioGuidestone's performance of its obligations under this Agreement. Any requests for copies of written consultation summaries will be discussed with FCJFS prior to releasing. OhioGuidestone will request written permission from FCJFS to release the product prior to releasing to a third-party.

31) Copyrights and Rights in Data: Where activities supported by this Agreement produce an original computer program, (including executable computer programs and supporting data in any form), writing, sound recording, clinical protocols, pictorial representation, drawing or other graphical representation and work of similar nature, FCJFS reserves the right to its use, duplication, distribution, and disclosure, in whole or in part, except that any original computer

program developed by OhioGuidestone and documentation pertaining thereto, including but not limited to source code, which is identified and marked by OhioGuidestone as proprietary or a Trade Secret shall be safeguarded with a standard of care no less rigorous than FCJFS applies to its own proprietary information and shall not be disclosed to third parties without OhioGuidestone's written consent.

- **32)** Trade Secrets: Notwithstanding anything herein, FCJFS shall not have any ownership interest in, or license to use, any trade secrets of OhioGuidestone, as trade secret is defined in Ohio Revised Code, Title 13, Chapter 1333, Section 1333.61, as amended, provided that OhioGuidestone gives prior written notice of its trade secret claim, the specific material or data claimed as a trade secret is clearly identified and FCJFS agrees that the claimed information is a trade secret of OhioGuidestone either directly or indirectly, including to the extent that such trade secrets are incorporated into records maintained by OhioGuidestone or its subcontractors.
- **33)** Business Status: OhioGuidestone will submit written notice to the FCJFS Finance Department within three (3) business days of any change in its business status, such as intent to merge with another agency or to close.
- **34) Notice:** All notices provided for herein shall be in writing and shall be deemed given when sent either by:
 - Hand delivery, which shall be evidenced by a signed and dated receipt,
 - By fax followed by a written notice sent within five (5) business days of the fax by either hand delivery, receipt required,
 - USPS certified mail, return receipt request
- **35)** Dispute Resolution: In the event of any dispute or controversy arising out of or relating to this Agreement, the FCJFS Deputy Director of Finance will meet with a representative designated by OhioGuidestone and exercise their best efforts to resolve the dispute. The parties will continue to perform their respective obligations that are not affected by the dispute. If the FCJFS Deputy Director of Finance and OhioGuidestone's designated representative cannot resolve the dispute within a 30-day period, the parties shall meet at a mutually agreeable location and describe the dispute and their respective proposals for resolution to responsible executives of the disputing parties, who shall act in good faith to resolve the dispute.
- **36)** Interpretations: Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term "including" is not limiting, the words "hereof," "herein," "hereby," "hereunder," and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Any reference in this Agreement to any agreement, instrument, or document shall include all amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable. Any reference

herein to any person will be construed to include such person's successors and assigns as otherwise permitted herein.

[SIGNATURE ON FOLLOWING PAGE]

their duty authorized officers.	
Corey Clark Director, FCJFS	Date
Sarah Fortner	 Date
Deputy Director of Protective Services	Date
Bent Russell	8/4/2025
Richard R. Frank President and CEO OhioGuidestone	Date
Fairfield County Assistant Prosecuting Attorney Approved as to form	Date
Approved by Resolution by the Fairfield Co	ounty Administrator

IN WITNESS WHEREOF, the parties have executed this Agreement by affixing the signatures of

JFS Mission Statement- To protect children and elderly, encourage family stability, and promote self-reliance for a stronger community.



A Contract regarding Ohio Guidestone - SUD between Job and Family Services and

Approved on 8/19/2025 10:30:32 AM by Sarah Fortner, Deputy Director

Sarah Fortner Deputy Director

Approved on 8/19/2025 1:21:16 PM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director

Fairfield County Job & Family Services

Purchase Order

Carrí L. Brown, PhD, MBA, CGFM

Fairfield County Auditor 210 East Main Street Lancaster, Ohio 43130

Revisions: 003

Fiscal Year 2025

Page: 1 of 1

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

Purchase Order#

25002983 - 03

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

>ENDOR

В

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OHIO GUIDESTONE 343 W BAGLEY RD BEREA, OH 44017

JOB & FAMILY SERVICES

239 W MAIN STREET

Phone: 740-652-7889

LANCASTER, OH 43130

SHIP TO

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

VENDOR PHONE NUMBER		NDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE				
		3235						
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION				
02/12/2025	13731			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	\$10,546.95	\$10,546.95
2	ADD A LINE	1.0	EACH	\$4,307.00	\$4,307.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$14,853.95 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: 02/12/2025

Auditor Fairfield County, OH

Total Ext. Price	\$14,853.95		
Total Sales Tax	\$0.00		
Total Freight	\$0.00		
Total Discount	\$0.00		
Total Credit	\$0.00		

Purchase Order Total \$14,853.95

Prosecutor's Approval Page

Resolution No.

A resolution for the Purchase of Service Agreement between Job & Family Services, Child Protective Services Department and Ohio Guidestone.

(Fairfield County Job and Family Services)

Approved as to form on 9/10/2025 1:28:01 PM by Amy Brown-Thompson,

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

Amy Brown Manpson

Signature Page

Resolution No. 2025-09.16.p

A resolution for the Purchase of Service Agreement between Job & Family Services, Child Protective Services Department and Ohio Guidestone.

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2025-09.16.q

A resolution for the Purchase of Service Agreement between Job & Family Services, Child Protective Services Department and The Recovery Center.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a purchase of service agreement with The Recovery Center, 201 S. Columbus St., Lancaster, OH 43130 and

WHEREAS, the purpose of the service agreement is a collaborative effort between Fairfield County Child Protective Services and the Fairfield County Juvenile/Probate Court to improve outcomes for families involved in the child protective system experiencing a primary diagnosis of substance use disorder, and

WHEREAS, this agreement shall be effective August 1, 2025 through July 31, 2026, and

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

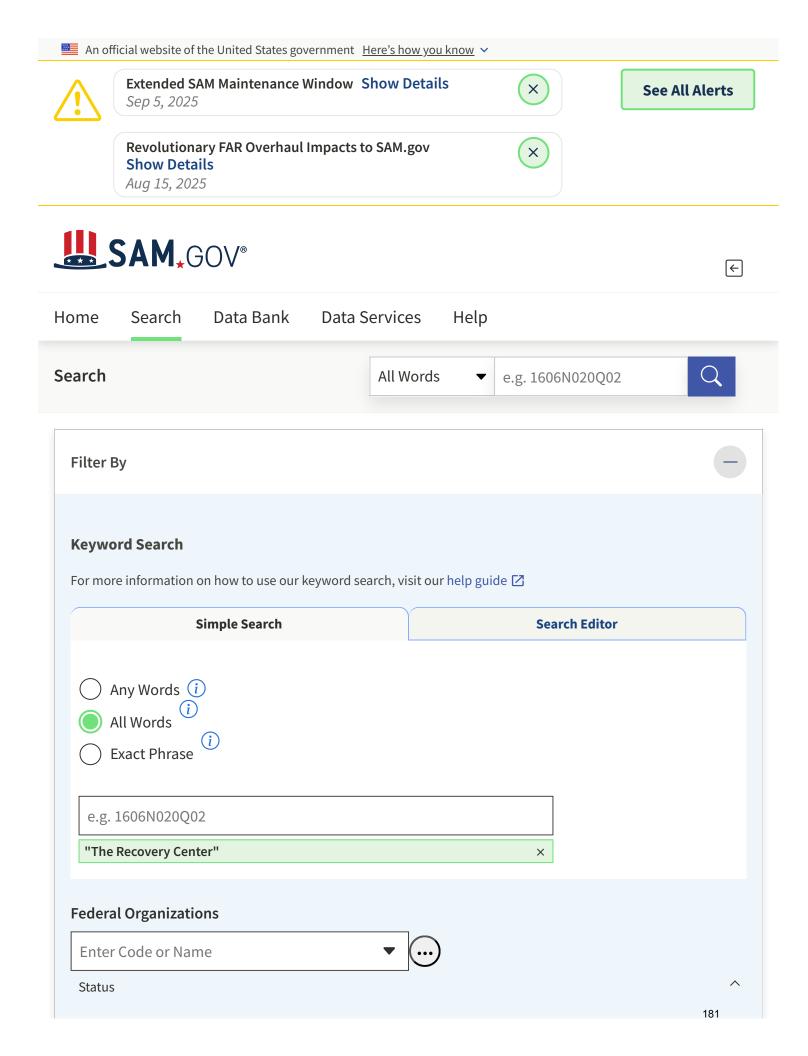
WHEREAS, the Prosecuting Attorney has approved the agreement as to form,

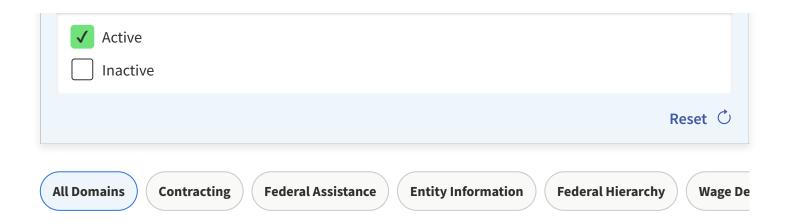
NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, AND STATE OF OHIO:

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached agreement with The Recovery Center.

Prepared by: Brandi Downhour

cc: JFS / Budget Manager





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

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Т	erms of Use	Help	
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Freedom of Information Act

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SAM.gov

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Keith Faber Ohio Auditor

Certified Search for Unresolved Findings for Recovery



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

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

Auditor of State - Unresolved Findings for Recovery Certified Search

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

Contractor's Information:

Name: ,

Organization: The Recovery Center Date: 9/9/2025 12:33:07 PM

This search produced the following list of 19 possible matches:

N (0 : ::	All
Name/Organization	Address
Carothers, Joe	32 CR 8
Church of The Lion of Judah	4001 Foskett Road
Heart for the Hopeless	18031 Larchwood Ave
Legacy Academy for Leaders and the Arts	1812 Oak Hill Avenue
Nethers, Jennifer	2347 West High Street
Northern Ohio Rural Water Board Members	
Southern Ohio Academy	522 Glenwood Ave
The Capella High School	4721 Reading Road
The Econo Team LLC	1174 1st Ave
The Harte School	350 Columbus City Center Drive
The Haynes Group, Inc.	3897 E. 155th St.
The Haynes Group, Inc.	3897 E. 155th Street
The Heaux Sto LLC	10103 North Blvd
The International Preparatory School	1301 East 9th Street, Suite 1900
The Perry Foundation	579 Valley Oak
The Walker Group LLC	18031 Larchwood Ave
Theodore Roosevelt Public Community School	c/o Richland Academy 75 North Walnut Street
Village of Bethel Mayor's Court	
Withem, Jessica	2987 Remington Ridge Road

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.

Purchase of Service Agreement Fairfield County Job & Family Services and

The Recovery Center

This agreement is made and entered into this 1st day of August 2025 by and between the Fairfield County Job & Family Services, Child Protective Services, and The Recovery Center, 201 South Columbus Street, Lancaster, Ohio 43130.

- 1) Purchase of Service: Subject to terms and conditions set forth in this agreement, Fairfield County Job and Family Services (hereinafter referred to as FCJFS) and Protective Services (hereinafter referred to as PS agrees to purchase for and provider agrees to furnish to FCJFS those specific services detailed in this agreement with The Recovery Center (hereinafter referred to as The Recovery Center).
- 2) Purpose of Agreement: A collaborative effort between Fairfield County Protective Services, the Fairfield County Juvenile/Probate Court, and local providers to improve outcomes for families involved in the child protective system experiencing a primary diagnosis of substance use disorder (SUD). Goals of this collaboration are to enhance available services, increase parental participation and success in Family Dependency Treatment Court (FDTC) and reduce out of home placement of children while maintaining safety. Identified activities include the use of tools for rapid SUD and trauma screening, early access to services and supports designed to engage families, increased case management and judicial oversight, peer mentoring/recovery coach program for parents and caregivers.
- 3) Agreement Objectives: The Recovery Center will provide expedited diagnostic evaluations and ongoing behavioral health services, including, but not limited to, SUD and mental health (MH) services, referred by the Protective Services Department as specified within this purchase of service agreement.
 - Increased identification of individuals with SUD involved with the child protection system.
 - Increased participation rates (by a minimum of 50%) in FDTC for individuals involved with PS due to parental substance use.
 - Increased access to SUD/Mental Health services.
 - Increased commencement rates for FDTC participants.
 - Reduction of children entering substitute placement as the result of parental SUD and/or MH.
 - Reduction in child protection court filings related to SUD issues, reducing burden on court (reduced overall cases on docket, lowered attorney costs and lowered court fees for participants).

- 4) Agreement Term: This Agreement shall be for the period commencing on August 1, 2025 and terminating July 31, 2026. FCJFS may extend the agreement for two (2) additional 12 month periods upon mutual consent of the parties and contingent upon the availability of funding and successful performance of The Recovery Center.
- 5) Agreement Ceiling: This is a master agreement with no defined dollar unit. Nothing in this agreement will be construed to guarantee The Recovery Center either a minimum or maximum number of referrals or a minimum or maximum payment amount during the agreement term.

This Agreement has been entered into on a per unit basis at the rate set forth in Section 6. An estimate of the total amount to become due upon said Agreement has been certified in writing to the Fairfield County Auditor's Office and appropriated in accordance with R.C. 5705.41(D)(3).

6) Service Deliverables and Unit Costs:

The Recovery Center will provide the following:

- Expedited access to diagnostic assessments for SUD/MH services and treatment recommendations.
- Ongoing SUD/MH services when further services are determined necessary by the assessment.

SUD Assessment Services

- o Scheduling of diagnostic evaluation for SUD/MH assessment within one business day.
- Completion of diagnostic evaluations for SUD/MH services within seven business days. Assessments will include but are not limited to: MH diagnostic evaluation, SUD diagnostic evaluation, recommendations for services based off evaluation results and collateral information, and results of any other objective assessments.
- Provide a summary of treatment recommendations to PS.
- o Provide ongoing SUD/MH services as recommended.

SUD Case Management Services

O Such services may include providing training and facilitating linkages for the use of community resources; monitoring service delivery; obtaining or assisting individuals in obtaining necessary services; assisting individuals in becoming involved with self-help support groups; assisting individuals in increasing social support networks with family members, friends, and/or organizations; assisting individuals in performing daily living activities; and intensive collaboration and service delivery in conjunction with PS, Fairfield County Juvenile/Probate Court, and other service providers.

Other Behavioral Health and SUD Services

- Additional intensive, individual behavioral health and SUD services shall be provided as needed based upon recommendations of the diagnostic evaluation. Such services may include Community Psychiatric Supportive Treatment ("CPST"), SUD Intensive Outpatient Treatment (IOP), SUD Group Counseling, Individual Counseling SUD non-licensed, SUD Individual Peer Recovery Support, SUD Urine Drug Screening, Medication Assisted Treatment, Individual Psychotherapy.
- O These services may also include participation in Protective Services' clinical/case management staffing to improve service delivery and increase efficiency and collaboration with other service providers as necessary to maintain child safely in the home or reunification if applicable.

Additional Services - Additional services not mentioned in the preceding paragraphs that are needed but outside of Medicaid billing requirements may be provided, and may include the following:

- Family Peer Mentor through Ohio START.
- o SUD Case Management).
- Non-client specific program facilitation and consultation (e.g., trainings and meetings).
- Expedited evaluation fees and case planning consultation
 - o In situations where such services are needed, The Recovery Center will give an estimate to FCJFS in advance of the service being provided. If, in the course of service provision, it becomes clear the service will exceed the estimated units of service by more than 5 hours per month per client, The Recovery Center must alert FCJFS and FCJFS must consent to this. Any such agreement shall be specific to the individual, and agreed upon in advance, in writing.
- O Written consultation summaries Diagnostic evaluations will be completed and their accompanying written consultation summaries delivered to FCJFS within 30 days from the date the initial appointment was attended (ie. client's first attended appointment was November 15, the consultation summary will be delivered to FCJFS by December 15). Any deviation from the aforementioned time frames will be discussed with FCJFS before the evaluation due date. The Recovery Center will submit one copy of all completed written consultation summaries and send them to the person or persons identified on the FCJFS referral form. The Recovery Center will be available to FCJFS staff to discuss any questions or concerns FCJFS staff may have concerning the written consultation summary. FCJFS requires all written consultation summaries be professional, typed, detailed and concise, with clear treatment recommendations.
- Client consultation Following the diagnostic evaluation and completion of the consultation summary, if applicable, The Recovery Center will offer a face-to-face post-assessment consultation to adult clients and youth thirteen years old or older for the purpose of reviewing their assessment and treatment recommendations. The

- Recovery Center will recommend a post-assessment consultation to all appropriate parties; however, the client is not required to attend a post-assessment consultation.
- O Court testimony The Recovery Center will appear at all court hearings when subpoenaed by agency attorneys for FCJFS. The Recovery Center will cooperate and consult with FCJFS agency legal representation and FCJFS court manager with appropriate release of information as needed in anticipation of testimony. The Recovery Center will be placed on telephone standby whenever possible to ensure minimal disruption of The Recovery Center's schedule. The Recovery Center will cooperate with FCJFS agency legal representation and FCJFS court manager in scheduling court appearances. FCJFS will pay for time consulting with FCJFS agency legal representation and time in court at the rates identified.

Family Peer Mentor-

- The Recovery Center and FCJFS will collaborate to dually manage the family peer mentors employed by The Recovery Center pursuant to specialized program guidelines.
- This may include the following:
 - o Participate in hiring process with FCJFS.
 - Participate in onboarding process with FCJFS, as outlined by the Family Peer Mentor Onboarding and Training guidance document. Individual onboarding plans will be developed for each newly hired family peer mentor based on experience and current program circumstances within FCJFS-PS.
 - Participate in monthly co-supervision with FCJFS and family peer mentor to address employee performance and clinical conversations.
 - o Participate in monthly co-supervision with FCJFS to address program barriers, program progress and employee performance.
 - Attend shared decision-making meetings, post-assessment meetings, critical incident meetings, direct line meetings, case review meetings, and steering committee meetings as requested.
 - o Communicate with FCJFS to include emails, phone calls, and meetings to provide updates and progress between the partnering agencies.
- o FCJFS will assure the family peer mentor has a co-located workspace within Fairfield County Job and Family Services-Protective Services department.
- The Recovery Center family peer mentors who are assigned to a family with an open child welfare case will adhere to any fidelity standards identified through the grant program. This may include the following:
 - Documentation of family peer mentor interactions within identified webbased system.
 - FPM attendance at UNCOPE meetings, shared decision-making meetings, post-assessment meetings, critical incident meetings, direct line meetings and case review meetings, as requested.
 - o Routine communication with caseworker dyad to include emails, phone calls, and meetings to provide and obtain updates on joint caseload.

- Transportation of clients to SUD assessment and first four treatment appointments.
- Weekly face to face contact with clients for first 90 days of case and biweekly face to face contact with client thereafter. If critical incident were to occur, weekly face to face contact will resume for an additional 90 days.
- Attempt weekly contact for the first 90 days of new case with nonprimary parent(s) to build supports within the family.
- When Family Peer Mentor performance concerns arise, the following activities will take place:
 - The Recovery Center and FCJFS agree to notify the partnering agency within one business day of the concerns or issues received.
 - The Recovery Center agrees to address the concerns received regarding the family peer mentor within two business days of the concerns being received.
 - o Routine communication to include emails, phone calls/meetings to provide updates and progress between the partnering agencies.

The Recovery Center shall be paid at the following rates:

Services billable to Medicaid or third-party insurance, provided to an individual with such coverage available, shall not be billed to FCJFS. If a circumstance arises where such a service cannot be billed to Medicaid or private insurance despite valid coverage, The Recovery Center shall contact FCJFS to determine if FCJFS will assume this cost if known prior to providing the service. Any such agreement shall be specific to the individual and agreed upon in advance (unless the service has already been provided before the condition was discovered), in writing.

Third party insurance will be billed if the client is covered. In the event a client does not have Medicaid, or Medicaid (or other third-party insurance) does not provide payment for the service, FCJFS will be billed for the services at the current Medicaid rates. The Recovery Center will work with clients to obtain appropriate insurance/Medicaid coverage. The services listed below may not be billable to Medicaid and can be billed to FCJFS as services are agreed upon by both parties.

Non-Medicaid Billable Services	Unit	Rate
Family peer mentor onboarding, shadowing, trainings,	1 hour	Peer's hourly
meetings or conferences		rate
Family peer mentors - client specific services	15 mlnutes	\$17.49 or
		Medicaid rate
Additional Services (e.g., Written Consultation Summaries,	1 hour	\$118.00
Client Consultation and Court Testimony)	15 min	\$29.50

7) Medicaid and Third-Party Billing: Services billable to Medicaid or third-party insurance, provided to an individual with such coverage available, shall not be billed to FCJFS. If a

circumstance arises where such a service cannot be billed to Medicaid or private insurance despite valid coverage (ex. - exceeding a coverage limit for that service), The Recovery Center shall contact FCJFS to determine if FCJFS will assume this cost if known prior to providing the service. Any such agreement shall be specific to the individual and agreed upon in advance (unless the service has already been provided before the condition was discovered), in writing.

Any additional services not mentioned above that are needed but outside of Medicaid billing requirements may be considered to include, but are not limited to: court testimony, written consultation summary, case consultation, expedited evaluation fees, and case-planning consultation with staff. In situations where such services are needed, The Recovery Center will give estimate to FCJFS in advance of the service being provided. If, in the course of service provision, it becomes clear that the service will exceed the estimated units of service, The Recovery Center must alert FCJFS and FCJFS must consent to this. Any such agreement shall be specific to the individual, and agreed upon in advance, in writing.

Services billable to Medicaid or third-party insurance but provided to an individual who does not have such coverage, shall be billed at the current standard Medicaid reimbursement rate.

8) Invoicing Process and Format: The Recovery Center shall submit monthly an accurate and detailed invoice including information of all services provided during the previous month to FCJFS-PS. FCJFS will review all invoices for accuracy before making payment within 30-45 days after receipt of invoice. For any service that cannot be billed to FCJFS within 60 days of service completion, provider must give written notice to FCJFS prior to the end of this 60-day period and indicate expected invoice date. If grant funding is being utilized, The Recovery Center agrees to separate and label the non-Medicaid billable services into the appropriate funding stream.

FCJFS will pay any undisputed invoices within 45 days of receipt and make The Recovery Center aware of any billing discrepancies within 15 days of receipt.

The Recovery Center shall bill Medicaid and any applicable third-party insurance and apply any related payments, prior to invoicing FCJFS. In any situation where some units of service, but not all units of service, were paid by another party, The Recovery Center must indicate this on the invoice, specifying how many units were successfully billed to another party (including write-off), and how many units remain unpaid. The Recovery Center certifies the services being reimbursed are not available from any source on a non-reimbursable basis or for less than the unit cost and that the level of service existing prior to the agreement shall be maintained. The Recovery Center further certifies that federal funds will not be used to supplant non-federal funds for the same service.

No invoicing should occur prior to the service being provided. If payment is related to written consultation, payment cannot be made until the written product is received by FCJFS.

The Recovery Center shall indicate, for any services typically Medicaid billable but being charged to FCJFS, why such services were not covered by Medicaid (ex. – individual has no

insurance/Medicaid, individual has exceeded coverage limit, etc.). Invoice must be itemized in detail and include the following:

- Name of client
- Date of service
- Medicaid billing code (when applicable)
- Rate and quantity of units per service provided, as well as calculated total for each service
- Total amount due from FCJFS

Any invoice received outside of 60 days from the date of service will require discussion between The Recovery Center and FCJFS to determine if payment will be remitted. If grant funded activities are invoiced past the due date and outside the grand funding cycle, these may not be paid. FCJFS has the responsibility to send reminders to The Recovery Center indicating the funding cycle is ending and the date the invoices are needed by.

Invoices are to be directed to the following address:

Fairfield County Job & Family Services Attention: Protective Services, Ongoing Services Manager 239 West Main Street Lancaster, Ohio 43130

9) General Principles: FCJFS will provide a referral that includes specific services needed, relevant client information, and formally request any additional services determined necessary by The Recovery Center. The Recovery Center will assign appropriate The Recovery Center staff to respond to the client needs based on case volume, client location, and staff skills.

10) Referral and Appointments Process: The FCJFS assigned service team will make referrals for services via phone or email contact to The Recovery Center. FCJFS service team will provide any appropriate case-related documents, and appropriate authorizations for the provision of services. Upon receipt of the referral packet, the assigned The Recovery Center staff, or assigned The Recovery Center support staff will contact the referred client directly within one (1) business day of receiving the referral, (or an identified adult if the individual referred is a youth) to schedule up the date, time and location of the diagnostic assessment within seven (7) business days. The Recovery Center staff will provide directions to the location designated for the initial service. Once an appointment is scheduled, The Recovery Center staff will notify the FCJFS service team via telephone, E-mail, or fax with the date and time of the appointment or any barriers to scheduling with the client. The Recovery Center will communicate regularly through weekly progress reports of any concerns or barriers to scheduling with the client.

- 11) Client No Shows: In the event a client fails to attend a scheduled assessment or appointment, The Recovery Center must notify the service team via telephone, e-mail, or fax. When a client "no-show" occurs, The Recovery Center will attempt to contact the client the day of the missed appointment and reschedule the appointment. FCJFS staff will make every effort to assist in having the client participate in services. FCJFS will not provide payment for "no-show" appointments and the client will be charged for the missed appointments.
- 12) Client Consultation: Following the assessment and completion of the consultation report if applicable, The Recovery Center will offer a face-to-face post-assessment consultation to adult clients and youth thirteen years old or older for the purpose of reviewing their assessment and treatment recommendations. The Recovery Center will recommend a post-assessment consultation to all appropriate parties; however, the client is not required to attend a post-assessment consultation.
- 13) Client Records: Client requests for copies of their medical records will be handled according to The Recovery Center's standard procedures for release or transfer of any medical records.
- 14) Timelines and Written Consultation Summaries: Standard diagnostic assessments will be completed, and their accompanying written consultation summaries delivered to FCJFS within 30 days from the date the initial appointment was attended (ie. Client's first attended appointment was November 15, the consultation summary will be delivered to FCJFS by December 15). Any deviation from the aforementioned time frames will be discussed with FCJFS before the evaluation due date. The Recovery Center will submit one copy of all completed written consultation summaries and send them to the FCJFS service team. The Recovery Center will be available to FCJFS staff to discuss any questions or concerns FCJFS staff may have regarding the written consultation summary. FCJFS requires all written consultation summaries be professional, typed, detailed and concise, with clear treatment recommendations.
- 15) Testimony in Court Proceedings: The Recovery Center will appear at all court hearings when subpoenaed by agency attorneys for FCJFS. The Recovery Center will cooperate and consult with FCJFS agency legal representation and FCJFS Court Manager as needed in anticipation of testimony. The Recovery Center will be placed on telephone standby whenever possible to ensure minimal disruption of The Recovery Center's schedule. The Recovery Center will cooperate with FCJFS agency legal representation and FCJFS Court Manager in scheduling court appearances. FCJFS will pay for time consulting with FCJFS agency legal representation and time in court at the rates identified.
- 16) Practice Principles, Expectations, and Evaluation: FCJFS values programs and services that help us achieve positive outcomes for the children and families we serve. The Federal Child and Family Services Review (CFSR) sets practice and outcome standards for all public child welfare agencies in the United States. FCJFS expects our contracted service providers to collaborate with us in providing culturally competent, effective services to families in a manner that will assist FCJFS in achieving the high standards established by the CFSR. The Recovery Center will embrace the practice principles shown below.

- Treat families with respect and engage them as active participants in achieving safety, permanency and well-being for their children.
- Work collaboratively with other professionals serving the family.
- Present excellent documentation of the assessments or other services provided to children and families.
- The Recovery Center will identify a member of their staff to participate in any FCJFS agreement management meetings.

FCJFS views evaluation as an on-going process that involves several components.

Component 1: Written Consultation Summaries: The Recovery Center will submit all required written consultation summaries within the time frame outlined in "Timelines and Written Consultation Summaries."

Component 2: Client Satisfaction: FCJFS will evaluate all services provided under this agreement for client satisfaction in terms of how well does FCJFS staff (service teams, placement staff, and agreement staff) rate the services provided to our clients by The Recovery Center and The Recovery Center's staff.

Component 3: Fiscal Practice: Following reasonable notice to The Recovery Center, the FCJFS Finance Department may conduct an audit of accounting practices and records at any time during the term of the contact. Specific areas subject to review are:

- a. Revenue
- b. Cash disbursement
- c. Payroll
- d. Invoicing

The Recovery Center will comply with any corrective action plan that results from a fiscal audit. FCJFS will not conduct an audit of The Recovery Center's practices or records at any time; however, The Recovery Center will provide their professional audit in the event of a federal audit.

- 17) Confidentiality: The Recovery Center agrees not to use any information, systems, or records made available to them for any purpose other than to fulfill the contractual duties specified herein. The Recovery Center agrees to adhere to the same standards of confidentiality that apply to the employees of FCJFS pursuant to state and federal law. The terms of this "Confidentiality Section" will be included in any subcontracts executed by The Recovery Center for work under this Agreement.
- 18) Independent Contractor: Nothing in this Agreement is intended to, or shall be deemed to, constitute a legal partnership, association or joint venture between the parties hereto in the performance of this Agreement, nor shall The Recovery Center or The Recovery Center's employees be considered agents, representatives or employees of FCJFS. At all times, The Recovery Center shall have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on FCJFS or Fairfield County on account of any claimed partnership, association or joint venture relationship. The Recovery Center shall at all

times be responsible for all of its withholding taxes, Social Security, Unemployment, Worker's Compensation and other taxes and The Recovery Center shall hold FCJFS, Fairfield County harmless for any claims for same.

19) Indemnification: The contractor shall assume the defense of, indemnify, and hold harmless Fairfield County Job & Family Services and all Fairfield County Agencies, including public officials, and employees acting in the course of their employment, but not as Members from any and all claims, damages, lawsuits, costs, judgments, expenses, and other liabilities that may arise from the related Contractor's performance of the work required under this Agreement and including Contractor's employees and agents.

20) Insurance: The Recovery Center shall comply with the laws of the State of Ohio relating to insurance coverage. The Recovery Center shall at its own expense, maintain in effect with insurance companies of recognized responsibility licensed to do business in the state of Ohio, or through its own self-insurance program, insurance covering its work and employees.

- a) Comprehensive General Liability Insurance: The Recovery Center shall carry and keep comprehensive general liability insurance in force during the performance of this Agreement, including public liability insurance in the minimum amount of one million dollars (\$1,000,000.00) per claim and three million dollars (\$3,000,000.00) annual aggregate. Members of the network and subcontractors (if applicable) shall also maintain comprehensive general liability insurance in the minimum amounts of one million dollars (\$1,000,000.00) per claim and three million dollars (\$3,000,000.00) annual aggregate.
- b) Professional Liability Insurance: The Recovery Center shall carry and keep in force during the performance of this Agreement a policy of professional liability insurance with coverage in the minimum amount of one million dollars per claim (\$1,000,000.00) and three million dollars (\$3,000,000.00) annual aggregate.
- c) Other Insurance: During the term of this Agreement, The Recovery Center shall maintain workers compensation insurance in the amounts required by the Ohio Bureau of Workers Compensation. In the alternative, The Recovery Center may be self-insured in accordance with the procedures of the Ohio Bureau of Workers Compensation. Upon request, The Recovery Center shall provide proof of participation in the Ohio Worker's Compensation program or of self-insurance as described above.
- d) Notice of Changes, Certificates: The Recovery Center shall not reduce coverage or cancel any insurance coverage or policy except after ninety days (90) written notice to FCJFS. The Recovery Center shall furnish to FCJFS certificates evidencing the above types and minimum amounts of insurance. Such certifications shall include a notice of cancellation, change or amendment clause with notice to be sent to FCJFS at least thirty days (30) prior to any such event, whether The Recovery Center or the insurance carrier(s) causes such

- cancellation, change or amendment. The Recovery Center may change insurance carriers, provided notice is given to FCJFS, there is no interruption in coverage, and the coverage amounts are not reduced.
- e) Changes, Cancellation: A reduction in insurance coverage or cancellation relating to this agreement will constitute a default by The Recovery Center, which, if not remedied within the thirty-day (30) notice period, shall be cause for termination of this Agreement.
- 21) Maintenance of Records/Record Retention: The Recovery Center will maintain all records, documents, writings, or other information, including, but not limited to, financial records, census records, client records, and, whenever applicable, documentation of legal compliance with OAC rules, for a minimum of three years (3) after reimbursement for services rendered under this Agreement. If an audit, litigation, or other action is initiated during the term of the Agreement, The Recovery Center shall retain all records until the action is concluded and all issues resolved or the three years (3) have expired, whichever is later. The Recovery Center shall maintain all financial records in a manner consistent with Generally Accepted Accounting Principles. Upon reasonable notice by FCJFS, financial and/or case records will be readily available for review and audit by FCJFS or any other local, state, or federal agency with the authority to examine the records.
- **22)** Assignment: This Agreement, and/or any of the rights or responsibilities it contains, may not be assigned, transferred or subcontracted to any other party without the express written consent of FCJFS. Any transfer, assignment or subcontracting of this Agreement does not relieve The Recovery Center of any liabilities under this Agreement unless the express written consent of FCJFS so provides. Any attempted transfer, assignment or subcontracting of this Agreement without the express written consent of FCJFS shall terminate the Agreement.
- 23) Equal Employment Opportunity: The Recovery Center shall comply with all federal and state Equal Opportunity Laws, orders, and regulations and shall not discriminate against any employee or applicant for employment based on age, race, color, religion, sex, disability, national origin, marital status, veteran status, or sexual orientation.
- **24)** Compliance Requirements: The provider shall perform its obligations under this agreement in conformity with all applicable local, state, and federal rules, laws and regulations. They include but are not limited to the following, when applicable:
 - a) Clean Air Act: requiring compliance with applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 USC 1857(h), Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40 CFR Part 15.
 - b) Debarment and Suspension: requiring compliance with Executive Orders 12549 and 12689.
 - c) Lobbying: requiring compliance for anti-lobbying provisions of 31 USC 1352.
 - d) Anti-Kickback Act: requiring compliance with the Copeland Anti-Kickback Act 18 USC 874 as supplemented in Department of Labor regulations 29 CFR Part 3.

- e) Contract Work Hours and Safety Standard Act: requiring compliance with the Contract Work Hours and Safety Standards Act 40 USC 327-330 as supplemented by Department of Labor regulations 29 CFR Part 5.
- f) Davis-Bacon Act: requiring compliance with Davis-Bacon Act, 40 USC 276 and 327 to 330 as supplemented by Department of Labor regulations at 29 CFR Part 5.
- g) Energy Policy and Conservation Act: requiring compliance with the Energy Policy and Conservation Act (PL94-165).
- **25)** Child Support Enforcement: As a condition of receiving a agreement with FCJFS, The Recovery Center, and any sub-contractor, shall certify compliance with any court order for the withholding of child support which is issued pursuant to sections of 3121 of the ORC. The The Recovery Center, and any sub-contractor, must also agree to cooperate with FCJFS and any Ohio Child Support Enforcement Agency in ensuring that The Recovery Center or employees of The Recovery Center meet child support established under state law.
- **26)** Drug Free Workplace: The parties hereto agree to comply with all applicable federal and state laws regarding drug-free workplace. The parties further agree that they will make good faith effort to ensure that all employees of a government or private entity performing duties or responsibilities under this agreement shall not use illegal substances or abuse alcohol or prescription drugs in any way.
- **27) Pro-Children Act:** In the event that the Provider activities call for services to minors, the Provider shall comply with the Pro-children Act of 1994: Public Law 1-3-277, Part C environment Tobacco Smoke, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health care services, day care, library services and education to children under the age of 18.
- **28)** Amendment: This Agreement may be amended only by the express, written agreement of both parties. Only the Executive Director of FCJFS, in coordination with the Deputy Director of Protective Services, may sign an agreement amendment.
 - a) This Agreement may be terminated in advance of its specified term by either FCJFS or The Recovery Center with or without cause with a thirty day (30) written notice to the other party. Notification may be by certified mail, return receipt requested, or other delivery service with receipt, and is considered effective when received. The notice to FCJFS shall be to the Deputy Director of Finance, Fairfield County Job & Family Services, 239 West Main Street, Lancaster, Ohio 43130.
 - b) Notwithstanding paragraph A above, FCJFS may terminate this Agreement immediately upon delivery of written notice to The Recovery Center if FCJFS discovers conduct on the part of The Recovery Center involving illegal activities or comprising the health, safety, or welfare of a child.
 - c) In the event of termination, The Recovery Center will be entitled to reimbursement, upon submission of an invoice, for the agreed upon services as detailed in, "Service

Deliverables and Unit Costs" delivered prior to the effective termination date. FCJFS is not liable for costs incurred by The Recovery Center after the effective termination date.

- 29) Breach or Default: Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the Parties may exercise any administrative, contractual, equitable, or legal remedies available without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and the parties retain the right to exercise all remedies hereinabove mentioned.
- **30)** Applicable Law: This Agreement shall be governed, construed, interpreted, and enforced under the laws of the State of Ohio. Any legal action commenced by either party shall be in a court of competent jurisdiction in Fairfield County, Ohio.
- **31)** Integration: This Agreement constitutes the entire agreement of the parties. There are no promises, terms, conditions, or obligations binding the parties other than those stated herein. With respect to the aforementioned client, this Agreement shall supersede all previous communications, representations, or agreements, either written or oral, between the parties to this Agreement.

32) The Recovery Center Certifications:

- a) Compliance with all applicable ethics law requirements including without limitations ORC Section 102.04
- b) The Recovery Center warrants that a finding for recovery has not been issued to The Recovery Center, by any federal, state or county government.
- 33) License: The Recovery Center shall maintain all required licenses relating to their specialty and/or other applicable licensing authorities. The Recovery Center shall notify the FCJFS Finance Department within one (1) business day of any change in the status of its license including suspension, probation, lapse, issuance of a temporary license, failure or delay to renew its licenses or certifications, or the commencement of <u>any</u> investigation or inquiry into matters that affect or have the potential to affect license or certification status.
- 34) Requirements and Regulations-Records: Subject to applicable law, and except as provided in this agreement, all information and data developed, derived, documented, or furnished by The Recovery Center in the performance of this Agreement, shall be the property of FCJFS. During the term of this Agreement, except as provided herein, The Recovery Center's data and records will not be utilized by The Recovery Center for any purpose other than that of rendering services to FCJFS and clients receiving services under this Agreement, nor will the data and records be disclosed, sold, assigned or leased to third parties or otherwise disposed of by The Recovery Center without the prior written approval of FCJFS. Subject to applicable law and regulations restricting disclosure of data or records, The Recovery Center shall be permitted to use data and records for its own purposes (including but not limited to research and program evaluation and

inclusion of outcomes and results in marketing materials and proposals) and to integrate the same into its own data and records.

FCJFS reserves a royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use and to authorize others to do so, all documentation and products produced at any time during the Agreement period and thereafter except that FCJFS shall not disclose to third parties without restriction or make available to any competitor or potential competitor of The Recovery Center any documentation or product which The Recovery Center identifies as constituting proprietary methods or information or Trade Secrets, as Trade Secret is defined in ORC, Title 13, Chapter 1333, Section 1333.61 as amended. All documentation produced as required by a part of the Agreement will become the exclusive property of FCJFS and may not be copied by The Recovery Center or any employees of The Recovery Center without the written permission of FCJFS, except that documents may be copied without written permission if used in connection with The Recovery Center's performance of its obligations under this Agreement. Any requests for copies of written consultation summaries will be discussed with FCJFS prior to releasing. The Recovery Center will request written permission from FCJFS to release the product prior to releasing to a third-party.

- 35) Copyrights and Rights in Data: Where activities supported by this Agreement produce an original computer program, (including executable computer programs and supporting data in any form), writing, sound recording, clinical protocols, pictorial representation, drawing or other graphical representation and work of similar nature, FCJFS reserves the right to its use, duplication, distribution, and disclosure, in whole or in part, except that any original computer program developed by The Recovery Center and documentation pertaining thereto, including but not limited to source code, which is identified and marked by The Recovery Center as proprietary or a Trade Secret shall be safeguarded with a standard of care no less rigorous than FCJFS applies to its own proprietary information and shall not be disclosed to third parties without The Recovery Center's written consent.
- **36)** Trade Secrets: Notwithstanding anything herein, FCJFS shall not have any ownership interest in, or license to use, any trade secrets of The Recovery Center, as trade secret is defined in Ohio Revised Code, Title 13, Chapter 1333, Section 1333.61, as amended, provided that The Recovery Center gives prior written notice of its trade secret claim, the specific material or data claimed as a trade secret is clearly identified and FCJFS agrees that the claimed information is a trade secret of The Recovery Center either directly or indirectly, including to the extent that such trade secrets are incorporated into records maintained by The Recovery Center or its subcontractors.
- 37) Business Status: The Recovery Center will submit written notice to the FCJFS Finance Department within three (3) business days of any change in its business status, such as intent to merge with another agency or to close.
- **38) Notice:** All notices provided for herein shall be in writing and shall be deemed given when sent either by:

- Hand delivery, which shall be evidenced by a signed and dated receipt,
- By fax followed by a written notice sent within five (5) business days of the fax by either hand delivery, receipt required,
- USPS certified mail, return receipt request

39) Dispute Resolution: In the event of any dispute or controversy arising out of or relating to this Agreement, the FCJFS Deputy Director of Finance will meet with a representative designated by The Recovery Center and exercise their best efforts to resolve the dispute. The parties will continue to perform their respective obligations that are not affected by the dispute. If the FCJFS Deputy Director of Finance and The Recovery Center's designated representative cannot resolve the dispute within a 30-day period, the parties shall meet at a mutually agreeable location and describe the dispute and their respective proposals for resolution to responsible executives of the disputing parties, who shall act in good faith to resolve the dispute.

40) Interpretations: Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term "including" is not limiting, the words "hereof," "herein," "hereby," "hereunder," and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Any reference in this Agreement to any agreement, instrument, or document shall include all amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable. Any reference herein to any person will be construed to include such person's successors and assigns as otherwise permitted herein.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement by affixing the signatures of their duty authorized officers.			
Corey Clark Director, FCJFS	Date		
Sarah Fortner Deputy Director of Protective Services	Date		
Trisha Farrar, CEO, Chief Executive Officer The Recovery Center	8.1.2025 Date		
Fairfield County Assistant Prosecuting Attorney Electronically approved as to form	Date		
Approved by Resolution by the Fairfield	County Administrator		
FS Mission Statement- To protect children and elderly, encourage family stability, and promote elf-reliance for a stronger community.			

The Recovery Center 2025-2026



A Contract regarding The Recovery Center between Job and Family Services and

Approved on 8/19/2025 10:30:55 AM by Sarah Fortner, Deputy Director

Sarah Fortner Deputy Director

Approved on 8/19/2025 1:21:28 PM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director

Li BCh

Fairfield County Job & Family Services

Cost Analysis

The total cost of the contract is not expected to exceed \$20,000 for one fiscal year.

ROUTING FORM FOR CONTRACTS

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 cuttined on this form, by selecting the applicable boyes below.
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)
C
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
Brandi Downhour, Budget Manager
Name and Title
* Please note that this checklist only addresses County and statutory requirements. If a contract is paid for
with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure

Rev. 03-31-25 Eff. 04-09-25 to 12-31-25

Prosecutor's Approval Page

Resolution No.

A resolution for the Purchase of Service Agreement between Job & Family Services, Child Protective Services Department and The Recovery Center.

(Fairfield County Job and Family Services)

Approved as to form on 9/10/2025 1:22:34 PM by Amy Brown-Thompson,

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

Amy Brown Manpson

Signature Page

Resolution No. 2025-09.16.q

A resolution for the Purchase of Service Agreement between Job & Family Services, Child Protective Services Department and The Recovery Center.

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2025-09.16.r

A resolution regarding a Grant Agreement between Dave Thomas Foundation for Adoption and Fairfield County Job & Family Services (FCJFS), the Protective Services Department (FCPS)

WHEREAS, Fairfield County Job & Family Services, Child Protective Services received a grant to conduct a project known as Wendy's Wonderful Kids, and

WHEREAS, the purpose of grant is to assist public and private adoption agencies, such as FCPS, in hiring adoption professionals that will administer the grant to provide resources to help find homes, match children with adoptive families, secure placements, and work toward the finalization of adoption, and

WHEREAS, this agreement shall be effective July 1, 2025 through June 30, 2026, 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 Grant Agreement between Dave Thomas Foundation for Adoption and Fairfield County Job & Family Services (FCJFS), the Protective Services Department

Prepared by: Brandi Downhour

cc: JFS / Budget Manager



August 25, 2025

Corey Clark Fairfield County Job & Family Services 239 W. Main Street Lancaster, OH 43130

Dear Corey,

Congratulations! The Dave Thomas Foundation for Adoption is pleased to inform you that your agency has been awarded a Wendy's Wonderful Kids[®] grant.

The grant period will be from July 1, 2025 through June 30, 2026. The grant funds are restricted to the Wendy's Wonderful Kids program as described in the Grant Agreement.

Please sign and return the enclosed original Grant Agreement, along with the required Certificate of Insurance, within 7 days of receipt. The grant payment will be disbursed quarterly in July, October, January, and April.

Your agency is required to submit bi-annual narrative and financial reports to the Foundation at wwk@davethomasfoundation.org. Financial reports should include a comparison of budget versus actual expenses as proposed in your program plan. Please use Exhibit 2 in the Grant Agreement for the narrative outline. Reports are due on January 15, 2026 and July 15, 2026. Monthly data will be due no later than the 7th of each month (for the previous month) for Wendy's Wonderful Kids adoption recruiters and the 15th of each month (for the previous month) for Wendy's Wonderful Kids supervisors via a database collection system managed by our evaluators.

Applications for funding beyond this grant year for Wendy's Wonderful Kids will be at the request of the Dave Thomas Foundation for Adoption. Foundation staff will consult with you prior to the end of the grant cycle.

We look forward to working with you on this important project. Please feel free to contact Melinda Haggerty at (614) 764-8441 or Melinda. Haggerty@davethomasfoundation.org with any questions.

Sincerely,

Rita L. Soronen President & CEO



Wendy's Wonderful Kids Grant Agreement

THIS AGREEMENT is effective as of the 1st day of July, 2025, by and between the Dave Thomas Foundation for Adoption ("Foundation") and Fairfield County Job & Family Services ("Grantee").

WITNESSETH:

WHEREAS, the Foundation is an Ohio nonprofit corporation formed to engage in charitable activities relating to adoption education and awareness; and

WHEREAS, the Foundation has contracted with the Ohio Department of Children and Youth ("State" or "DCY") to facilitate the employment of professional adoption recruiters ("recruiters") and provide administrative services for the Wendy's Wonderful Kids® program; The Wendy's Wonderful Kids program assists public and private adoption agencies, such as a Public Child Service Agencies ("PCSA"), Private Child Placing Agencies ("PCPA"), Private Non-custodial Agencies ("PNA"), and DCY in hiring recruiters; and in accordance therewith, the Foundation is administering the use of certain Grant Funds from the State to provide resources to help find homes, match children with potential adoptive families and, as appropriate, legal guardianship families, secure placements, and work toward the finalization of adoptions or guardianships as appropriate; and

WHEREAS, Grantee has applied for a grant from the Foundation to be used to implement the Wendy's Wonderful Kids ("WWK") child-focused recruitment model ("the Project"); and

WHEREAS, based on the representations made by Grantee and its acceptance of and agreement to the terms and conditions contained in this Agreement, the Foundation is willing to make a grant to Grantee;

NOW, THEREFORE, in consideration of the promises and agreements set forth in this Agreement, the Foundation and Grantee hereby agree as follows:

- 1. <u>Grant purpose and funding</u>. The Foundation shall grant to Grantee seventy-five thousand dollars (\$75,000) (the "Grant") to be used exclusively to implement the WWK child-focused recruitment model to serve any child in foster care who does not have an identified legally permanent resource through reunification, adoption, or guardianship. The Grant is subject to and conditioned upon Grantee's strict compliance with the terms and conditions contained in this Agreement. The Grant period shall commence on July 1, 2025 (the "Effective Date") and shall terminate June 30, 2026 unless terminated sooner pursuant to this Agreement (the "Termination Date").
- 2. <u>Finalization goals</u>. Grantee shall use reasonable efforts to achieve a cumulative goal of five (5) matches and three (3) finalizations (including reunification, adoption, and guardianship) during the Grant period. If Grantee has multiple WWK recruiters, the Foundation shall work with Grantee to develop individual WWK recruiter match and finalization goals for the Grant period.
- 3. Number of recruiters. Grantee shall hire or maintain one (1) recruiter(s).
- 4. <u>Child-focused recruitment</u>. Grantee agrees that it will follow the child-focused recruitment model as a condition of this funding and requires each recruiter to provide the services listed below.

davethomasfoundation.org

- (a) **Conduct initial referral services**. Establish contact with the child's caseworker to introduce the role of WWK, gather initial referral information, establish a date to begin case file review and schedule an initial meeting with each child.
- (b) **Establish relationship with the child**. Have, at minimum, monthly meetings with each child in person to develop openness and trust. If in-person meetings are impracticable due to the child's circumstances, recruiters shall consult with their WWK supervisor and Foundation Adoption Program Manager on alternate means to facilitate monthly communication with the child.
- (c) **Review case record**. Conduct in-depth case record reviews of existing files (including SACWIS data systems) to identify:
 - (i) Date and reason the child entered the system;
 - (ii) Child's most recent profile and assessment;
 - (iii) Chronological placement history;
 - (iv) Significant services provided to the child, currently or in the past;
 - (v) Identification of needed services;
- (vi) All significant people in the child's life, past and present, including, but not limited to, caseworkers, foster parents, attorneys, court-appointed special advocate (CASA) volunteers, teachers, therapists, relatives, mentors, faith-based representatives, extracurricular activity leaders, etc.; and
 - (vii) Next upcoming court date.
- (d) **Conduct diligent search**. Implement the process of identifying, locating, and contacting persons with whom the child has, or had, a bond or relationship with, including birth, kin, and adoptive relatives, with the knowledge and approval of the child's caseworker. Recruiters must diligently search for potential legally permanent families, to include aggressive follow-up with identified contacts.
- (e) Assess adoption readiness. Develop an initial written assessment of each child's readiness for adoption, and provide updated assessments quarterly to assess the child's strengths, challenges, desires, preparedness for adoption and whether the child has needs that should be addressed before moving forward with adoption. If so, work with the child's caseworker to meet the child's needs. A copy of the assessment and updates will be provided to the child's caseworker upon completion. This assessment shall occur on an ongoing basis until finalization occurs.
- (f) **Prepare child and family for adoption**. Provide adoption preparation to understand and address any barriers to adoption, including the child's willingness to be adopted and educate the child about adoption. During the matching process, assess whether the family is adequately prepared to meet the needs of the WWK child.
- (g) **Build child's network**. Build a network with persons close to and knowledgeable about the child to identify people who can help work toward adoption and to develop a support system. These people may include relatives, foster parents, caseworkers, attorneys, CASA volunteers, teachers, therapists, mentors, faith-based representatives, extracurricular activity leaders, best friend's family, etc. Maintain regular and on-going contact with the child's network to help facilitate recruitment activities.

- (h) **Develop recruitment plan**. Develop a comprehensive recruitment plan or enhance the existing recruitment plan. The plan shall be based on file review, interviews with significant adults, and the input of the child. The plan will be customized and defined by each child's needs. The plan will be reviewed at minimum monthly and updated quarterly. A copy of the plan and updates will be provided to the child's caseworker upon completion.
- (i) **Attend meetings**. Attend scheduled meetings regarding the child including, but not limited to, the pre-adoptive staffing, matching conferences, permanency roundtables, youth-centered permanency roundtables, and semiannual administrative reviews (SARs) as invited.
 - (j) **Document efforts.** Maintain case files to document child-focused recruitment efforts.
- 5. <u>Caseload size</u>. Grantee shall ensure that the WWK recruiter(s) maintain active caseloads of twelve to fifteen (12-15) children.
- 6. <u>Focus population</u>. Grantee shall work with children in Ohio's focus population. The focus population includes children in permanent planned living arrangements, and children in the permanent custody of a PCSA who are over the age of nine (9), part of a sibling group, and/or in foster care for two (2) or more years. Grantee may also serve other youth waiting in foster care who are at risk of aging out of foster care without a legally permanent family, at the request of the PCSA. Youth referred to the WWK program must be under the age of eighteen (18) at the time of referral, but the youth can continue to be served after the age of eighteen (18).
- 7. Access to children, case records, and State data. In addition to the relevant data and information control provisions outlined in Section 22, Grantee agrees that all records, documents, writings and other information, created or used pursuant to this Agreement, will be treated according to the following terms, and that the terms will be included in any subcontract executed for the performance of this Agreement:
- (a) Grantee shall ensure that the custodial agency understands the child-focused recruitment model and provides the recruiter with access to children and each child's case records, including electronic case records, and provide the Foundation with documentation of such access. Grantee shall inform the Foundation of any changes in the status of access to children or case records within five (5) days of any such change.
- (b) Grantee shall keep child records confidential and shall restrict access to child records in accordance with state and federal laws. Child records include, but are not limited to, hard copy records, electronic data, audio and video tapes, digital files, photographs, scans, and other images.
- (c) If Grantee accesses State network systems and data, including remotely, Grantee agrees that it must maintain a robust security capability that incorporates generally recognized system hardening techniques. Grantee must use appropriate measures to ensure that State data is secure before transferring control of any systems or media on which State Data is stored. The method of securing the State Data must be in alignment with the required data classification. Grantee may permit State Data to be loaded onto portable computing devices or portable storage components or media only if adequate security measures are in place to ensure the integrity and security of State Data. The transfer of any such system or media must be reasonably necessary for the performance of Grantee's obligations under this Agreement. Grantee shall use multifactor authentication to limit access to systems that contain sensitive data. State Data must also be encrypted when stored on any portable computing or storage device or media or when transmitted across any data network. Grantee must also maintain an accurate inventory of all such devices and the individuals to whom they are assigned. Grantee must have reporting requirements for lost or stolen portable computing devices authorized for use with State Data and must report any loss or theft of such devices to DCY and the Foundation in writing.

- (d) When Grantee is handling State Data that includes health or medical data, Grantee shall comply with the data handling, disclosure, and privacy requirements of HIPAA and its associated regulations. Additionally, some or all of the State Data may be client identifying information covered by 42 C.F.R. Part 2. Grantee may only disclose such identifying information back to the State and is bound in all respects by the regulations of 42 C.F.R. Part 2.
- (e) **State Data definition**. "State Data" is defined as any and all data and information provided by, created by, created for, or related to the activities of the State and any information from, to, or related to all persons that conduct business or personal activities with the State, including, but not limited to, Confidential Data (as defined in Section 22). All State Data is and will remain the property of the State and, unless specifically provided otherwise in the Agreement, Grantee acquires no right, title, or interest in State Data.
- 8. <u>Outcome improvement plan</u>. In the event that either Grantee or an individual recruiter does not meet the match and/or finalization goals and/or does not implement the child-focused recruitment model with fidelity, the Foundation may collaborate with Grantee as they develop an outcome improvement plan ("OIP") to address these issues. An OIP is intended to provide an opportunity for the Foundation to deliver additional technical assistance and supports to Grantee in its implementation of the child-focused recruitment model. Grantee agrees and acknowledges that Grantee is solely responsible for all personnel decisions related to individual WWK recruiters and supervisors and that OIPs created by the Foundation should not be used as the basis for Grantee's personnel decisions regarding individual WWK recruiters and supervisors.
- 9. <u>Service continuity</u>. When a WWK recruiter is absent from their position due to a planned leave or position vacancy, Grantee shall consult with their Foundation Adoption Program Manager to ensure children are served during extended absences.
- 10. <u>Training</u>. Grantee shall ensure that recruiters, recruiter supervisors, and other Grantee staff members that the Foundation deems relevant to the proper functioning of this Agreement attend required trainings listed below. Further, Grantee shall encourage and permit the recruiter and/or the supervisor to attend other training opportunities that the Foundation may, at its discretion, provide from time to time.

(a) Required trainings.

- (i) <u>Launch call</u>. Participate in an initial launch call designed to orient Grantee to the grant requirements.
- (ii) <u>Classroom training</u>. The Foundation will provide an initial virtual pre-training session and an in-person classroom-based training. Any recruiter or supervisor shall attend the Foundation-provided initial virtual pre-training session and in-person classroom-based training. In-person classroom-based training will be reimbursed by the Foundation up to a fixed amount dependent on Grantee's location. Reimbursement is at the discretion of the Foundation and can change at any time.
- (iii) <u>Supervisor training</u>. In addition to the requirements listed above, supervisors shall attend a virtual supervisor training session.
- (b) **Summit**. Grantee shall ensure that the recruiter attends, and permit and encourage the supervisor to attend, any Wendy's Wonderful Kids Summits ("WWK Summits").

- (c) **Emergency**. If there is an emergency that prevents attendance at a required training, Grantee must notify Grantee's Foundation Adoption Program Manager as soon as the emergency arises and make arrangements to attend subsequent trainings.
- 11. <u>Supervision</u>. Grantee shall appoint a supervisor to provide the duties listed below.
- (a) Provide individual support and oversight for each WWK recruiter. Meetings with Grantee's Foundation Adoption Program Manager shall not replace consistent individual supervision between WWK recruiters and supervisors.
- (b) Review all recruiter data each month to confirm that the data is complete, accurate, and reflects fidelity to the model. The monthly data shall be reviewed and approved by the supervisor on or before the date listed in Exhibit 1 attached hereto and incorporated herein.
 - (c) Ensure that individual child case files contain all required documentation.
- (d) Ensure that WWK recruiter(s) maintain active caseload numbers as referenced in Section 5.
- 12. Required background checks. Grantee shall ensure that any and all Grantee staff have all state and federally required background checks in conformance with applicable law, including as required by Section 22(e)(vi) of this Agreement.
- 13. <u>Data</u>. Grantee shall ensure that WWK recruiters enter the required demographic and performance data into the WWK Database monthly. If Grantee is not the custodial agency, Grantee shall ensure that the custodial agency of each child served permits the entry of such data. Grantee grants permission to the Foundation to publicly share non-identifying, aggregate data regarding performance and the population of children served by the WWK program.
- 14. <u>Use or storage of child and family information</u>. If Grantee is not the custodial agency, Grantee shall ensure that the custodial agency of each child served approves Grantee's use of all systems, platforms, and software involving the use or storage of child and family information. Such systems, platforms, and software include, but are not limited to, family search technology tools (e.g., Connect Our Kids, LexisNexis, Seneca, social media), case management systems, Grantee email systems, etc.

15. Use of Grant funds.

- (a) Allowable uses. Grantee shall use the Grant strictly in accordance with this Agreement and solely for the purpose of child-focused recruitment as documented in the Grantee Budget attached as Exhibit 5 and incorporated herein. Any requests to modify the budget must be submitted two (2) months before the Termination Date.
 - (b) **Non-allowable uses**. Non-allowable expenditures include:
- (i) General recruitment tactics (such as public displays of children, match events, awareness materials, etc.).
- (ii) Disbursement of the Grant, in whole or in part, to any organization, entity, or division or branch of any of the foregoing, whether or not formed by, controlled by, or under common control with Grantee, except with the prior written approval of the Foundation.

- (iii) The influence of legislation or the outcome of any election, to disseminate propaganda in connection therewith, or for any purpose prohibited by law.
- (iv) Any purpose that might jeopardize the eligibility of either the Foundation or Grantee for exemption from federal and state taxation.
- (c) **Incurred expenses**. Expenses charged against the Grant may not be incurred prior to the Effective Date or subsequent to the Termination Date and may be incurred only as necessary to carry out the purposes of the Deliverables of this Agreement.
- (d) **Supporting documentation**. Grantee shall be responsible for the expenditure of funds and for maintaining adequate supporting records.

(e) Return of property and funds.

- (i) Equipment or property purchased with the Grant shall be the property of Grantee, provided that such expenditure does not divert the Grant from the Deliverables of this Agreement. If the Grant is terminated, such equipment or property shall be deemed to belong to the Foundation, at its option.
- (ii) Any funds from the Grantee Budget that are unused as of the Termination Date of this contract must be returned to the Foundation within thirty (30) days.
- (f) **Recruiter vacancies**. WWK recruiter vacancies of more than one (1) quarter may result in withholding the next quarterly grant disbursement at the Foundation's discretion. Grantee shall consult with the Foundation prior to filling any vacant positions.
- (g) **Non-supplantation of funds**. Grantee shall not supplant any federal, state, or county funds intended for the purposes of this Agreement with any funds made available under this Agreement. Grantee shall not claim reimbursement from the Foundation for, or apply sums received from the Foundation with respect to, that portion of its obligations which have been paid by another source of revenue.
- 16. <u>Specific requests</u>. The Foundation may periodically communicate specific written requests and instructions to Grantee concerning use of the Grant Funds based on directives received by the Foundation from the State in accordance with the agreement between DCY and the Foundation ("DCY Agreement").
- (a) Grantee agrees to confer with the Foundation within five (5) business days of receipt of any specific written requests and instructions and determine a reasonable timeframe for Grantee to satisfy the requests or instructions of the Foundation, which timeframe shall be documented in writing.
- (b) The Foundation and Grantee expressly understand that any requests or instructions will be strictly to ensure the successful completion of the purpose in the DCY Agreement and this Agreement, and are not intended to amend or alter this Agreement in any way.
- (c) If Grantee believes that any requests or instructions would materially alter the terms and conditions of this Agreement, including but not limited changing the amount of the Grant Funds needed for the Project, Grantee's costs or fees for performing under this Agreement, or the benefit to the children who are the subject of Grantee's services hereunder, Grantee will immediately notify the Foundation in writing.
- (d) Grantee agrees to consult with the Foundation as necessary to ensure compliance with any reasonable requests or instructions, and the successful completion thereof.

- 17. <u>Produced material</u>. In the event that the Project includes the development, distribution, and/or manufacture of print and/or audio-visual material or any other product (the "Product"), Grantee shall:
- (a) Employ a development process that includes the consultation with focus groups, peer reviewers, or other advisory and consumer groups.
- (b) Arrange to have a Foundation-approved acknowledgment affixed to the Product. the Foundation shall provide the approved acknowledgment to Grantee. Grantee agrees that in the event that the Product shall be used, reproduced, or otherwise disseminated after the conclusion of the Grant period, Grantee shall continue to display the acknowledgment on the Product.
- (c) Submit a prototype or mock-up of the Product for review by the Foundation prior to its completion.
- 18. <u>Copyrights</u>. Grantee agrees and understands that any media produced pursuant to this Grant Agreement or acquired with Grant Agreement funds will become the property of the State. This includes all documents, reports, data, photographs (including negatives), and electronic reports and records.
- (a) The State will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way the State deems appropriate.
- (b) Grantee further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials and items produced under this Grant Agreement.
- (c) Grantee will not include any copyrighted material in such produced media unless the copyright owner gives prior written approval for the State, the Foundation, and Grantee to use the copyrighted material.
- (d) Grantee understands that all materials and items produced under this contract will be made freely available to the public unless the State determines that certain materials are confidential under federal or state law.
- (e) The Foundation shall have a royalty free, non-exclusive, irrevocable license to reproduce, publish, alter or otherwise use and to authorize others to use any such materials in connection with Foundation activities.

19. Accounting and audit.

- (a) Grantee consents to receiving all Grant payments via Automated Clearing House (ACH). Grantee agrees to complete the Foundation ACH Request Form and submit a new form as necessary.
- (b) Grantee shall maintain a systematic record on a fund-accounting basis of the disbursement of funds and expenditures incurred under the terms of the Grant, and Grantee shall retain all supporting documents, including, without limitation, all bills, invoices, canceled checks, and receipts in Grantee's files for a period of not less than five (5) years.
- (c) Grantee shall furnish to the Foundation or its designated agent copies of such documents within five (5) business days of the Foundation's request. The Foundation or its designated agent, at the Foundation's expense, may audit or have audited the records of Grantee insofar as they relate to the disposition of the Grant, and Grantee shall provide all necessary assistance in connection therewith. The right to audit conferred herein shall survive termination of this Agreement.

20. Operations.

- (a) The Foundation may, at its own expense, monitor, conduct, and evaluate the Project and Grantee's operations. This may include visits by representatives of the Foundation to observe Grantee's Project procedures and operations and discussions with Grantee's personnel as the Foundation deems necessary. Grantee shall fully cooperate with the Foundation and its representatives and provide all necessary assistance to the Foundation and its representatives in connection with such evaluation.
- (b) Grantee shall provide the Foundation with a copy of any agreement, memorandum of understanding, memorandum of agreement, or other documentation with a public or private agency that concerns services by the WWK recruiter.

21. Reports, photographs, and videotapes.

- (a) Grantee shall furnish bi-annual narrative and financial reports to the Foundation. The financial report shall be in the same format as the budget contained in and submitted as part of the Proposal. The schedule for the narrative and financial reports is attached hereto as Exhibit 1. Grantee shall submit data reporting as described by the Foundation in Exhibit 1. The reports shall be in the format as is set forth in Exhibit 2 attached hereto and incorporated herein.
- (b) The Foundation may, from time to time and at its own expense, visit the Project and attend Project activities. Grantee hereby consents to such visits by the Foundation. Grantee further agrees that the Foundation may photograph and/or videotape any of the Project activities. Grantee shall fully cooperate with the Foundation and provide all necessary assistance to the Foundation in connection with such visits.
- (c) Grantee shall attest that appropriate signed releases were obtained from each child's legal guardian prior to the photographing, filming, recording, and/or videotaping of any child identified as part of the Wendy's Wonderful Kids program. Photographs, film, recordings, and videotapes of the child may only be used by WWK recruiters as part of child-focused recruitment and should not be used for public displays, media, or presentations of any kind. Examples of use in child-focused recruitment include life books, video memories, and photo sharing within the child's network.
- (d) In conformance with the Foundation's obligations through its contract with the State, Grantee agrees that this Agreement, as well as all information, Deliverables, records, reports, and other financial records related to this Agreement documents, writings and other information, created or used pursuant to this Agreement will be presumptively deemed public records and will be treated according to the following terms with regard to the rights of the State and Grantee's records:
- (i) DCY will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way DCY deems appropriate for any materials or items produced under this Agreement. Grantee further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Agreement. Grantee understands that all materials and items produced under this Agreement will be made freely available to the public unless DCY determines that, under federal or state law, such materials are confidential or otherwise exempt from disclosure.
- (ii) All DCY information that is classified as public or private under Ohio law will be treated as such by Grantee. Should the nature of any information be in question, DCY will determine whether the information is public or private. Grantee will restrict the use of any information, systems, or records DCY or the Foundation provides to the Project referenced in this Agreement. Grantee and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees

of DCY and the State of Ohio. Grantee agrees that the terms of this Section will be included in any subcontract executed by Grantee for work under this Agreement.

- (iii) Grantee information that is proprietary and has been specifically identified by Grantee as proprietary will be held as confidential by DCY and the Foundation. Proprietary information is information that would put Grantee at a competitive disadvantage in Grantee's marketplace and trade if it were made public. DCY and/or the Foundation reserve the right to require reasonable evidence of Grantee's assertion of the proprietary nature of any information. The provisions of this Section are not self-executing. Grantee must demonstrate that any information claimed as proprietary meets the definition of "trade secrets" found at ORC 1333.61. Grantee will defend such a claim.
- (iv) All records relating to cost, work performed, supporting documentation for invoices submitted to the Foundation, and copies of all materials produced under or pertaining to this Agreement will be retained by Grantee and will be made available for audit by the Foundation or state and federal government entities that include but are not limited to, DCY, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials. The records and materials will be retained and made available for a minimum of three (3) years after Grantee receives the last payment pursuant to this Agreement. If an audit, litigation or similar action is initiated during this time period, Grantee will retain the records until the action is concluded and all issues are resolved, or until the end of the three-year period if the action is resolved prior to the end of the three-year period. If applicable, Grantee must meet the requirements of the federal Office of Management and Budget (OMB) Omni-Circular 2 CFR Part 200, that financial records related to the performance of services under this Agreement are presumptively deemed public record. Grantee acknowledges, in accordance with ORC 149.43, that financial records related to the performance of services under this Agreement are presumptively deemed public records.
- (v) All records relating to cost, work performed, supporting documentation for invoices submitted to the Foundation, and copies of all materials produced under or pertaining to this Agreement will be retained by Grantee in accordance with the appropriate records retention schedule. The appropriate records retention schedule for this Agreement requires Grantee to retain records for five (5) years. If any records are destroyed prior to the date as determined by the appropriate records retention schedule, Grantee agrees to pay its own costs associated with any cause, action, or litigation arising from such destruction.
- (vi) Grantee agrees to retain all records in accordance to any litigation holds that are provided to them by DCY or the Foundation, and actively participate in the discovery process if required to do so, at no additional charge. Litigation holds may require the Grantee to keep records longer than the approved records retention schedule. Grantee will be notified by DCY or the Foundation when the litigation hold ends and retention can resume based on the approved records retention schedule. If Grantee fails to retain the pertinent records after receiving a litigation hold from DCY, Grantee agrees to pay its own costs associated with any cause, action or litigation arising from such destruction in which Grantee is named as a defendant.
- (vii) Grantee agrees to comply with any direction from the State to preserve and/or provide documents and information, in both electronic and paper form, and to suspend any scheduled destruction of such documents and information.
- (viii) Should Grantee receive a public records request or subpoena with respect to any State data, Grantee must immediately notify the State and fully cooperate with the State's directions regarding such requests.

- (ix) Grantee hereby agrees to current and ongoing compliance with Title 42, Section 1320d through 1320d-8 of the United States Code (42 USC 1320d to 1320d-8) and the implementing regulations found at 45 CFR 164.502(e) and 164.504(e) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Grantee further agrees to include the terms of this Section in any subcontracts that may be executed pursuant to this Agreement.
- 22. <u>Data and information control</u>. Grantee agrees that all records, documents, writings and other information, created or used pursuant to this Agreement, will be treated according to the following terms, and that the terms will be included in any subcontract agreements executed for the performance of this Agreement.
- Confidentiality. The parties may disclose or learn of information, documents, data, (a) records, or other material that the disclosing party considers confidential ("Confidential Information") in the performance of this Agreement. The receiving party must treat the Confidential Information as such if it is so marked, otherwise defined as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of either party, the public, other parties, or individuals or organizations about whom the disclosing party keeps information. Title to the Confidential Information and all related materials and documentation remains with the disclosing party. The receiving party may only use the Confidential Information to perform its obligations under this Agreement and may not use or disclose any Confidential Information received as a result of this Agreement without the written permission of the disclosing party. Grantee must assume that all State information, documents, data, source codes, software, models, know-how, trade secrets, or other material when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interest of the public, other parties, or individuals or organizations about whom the State keeps information is Confidential Information. In addition, the receiving party may not use or disclose any documents or records that Ohio law prohibits from disclosure. The receiving party's obligation to maintain the confidentiality of the Confidential Information will not apply where the information:
- (i) Was already in the receiving party's possession without the obligation of confidence;
- (ii) Is independently developed by the receiving party with documentary evidence to support he independent development;
- (iii) Is or becomes publicly available without breach of this Agreement, except as provided herein;
- (iv) Is rightfully received by the receiving party from a third party without an obligation of confidence;
- (v) Is disclosed by the receiving party with the written consent of the disclosing party; or
- (vi) Is released in accordance with a valid order of a court or governmental agency, provided that the receiving party:

order; and

- 1. Notifies the disclosing party of such order immediately upon receipt of the
- 2. Makes a reasonable effort to assist the disclosing party in obtaining a protective order, if requested, from the issuing court or agency limiting disclosure and use of the Confidential Information to the portion of the Confidential Information needed to satisfy the original order of production and solely for the purposes intended to be serviced by the order.

Although some sensitive information, such as medical records, addresses, telephone numbers, and social security numbers may be publicly available through other sources, the receiving party must not disclose or

use such information in any manner except as expressly authorized in this Agreement. In such instances, item (iii) above does not apply, and the receiving party must treat such sensitive personal information as Confidential Information whether it is available elsewhere or not. The receiving party must restrict circulation of Confidential Information within its organization and then only to people in the receiving party's organization who have a need to know the Confidential Information to perform under this Agreement.

The receiving party must return all Confidential Information provided by the disclosing party, or if return of the Confidential Information is not possible, destroy the Confidential Information upon termination or expiration of this Agreement. Upon request, the Grantee must provide certification or written confirmation to the State of such return or destruction of the Confidential Information. Notwithstanding the foregoing, the receiving party may keep a copy of the Confidential Information to comply with contractual, legal, or record-keeping obligations, and any such retained Confidential Information is subject to the requirements of this Agreement for so long as the receiving party has the Confidential Information in its possession.

The receiving party will not incorporate any portion of any Confidential Information into any work or product, other than a Deliverable, and will have no proprietary interest in any of the Confidential Information. Furthermore, the receiving party may be required to have its personnel and subcontractors and/or subgrantees who have access to any Confidential Information execute a confidentiality agreement incorporating the obligations in this Section.

The receiving party will be liable for the disclosure of any Confidential Information not specifically authorized by this Agreement. The parties agree that the disclosure of Confidential Information may cause the disclosing party irreparable damage for which remedies other than injunctive relief may be inadequate, and the receiving party agrees that in the event of a breach of the receiving party's obligations hereunder, the disclosing party will be entitled to temporary and permanent injunctive relief to enforce this provision without the necessity of proving actual damages. This provision will not, however, diminish or alter any right to claim and recover damages.

This Agreement, including all terms and conditions, pricing, and attachments or exhibits, is not Confidential Information. Grantee understands that the State may require the Grantee, its employees, subcontractors and/or subgrantees, and agents to sign a confidentiality agreement and/or policy acknowledgements before accessing facilities, data, or systems. Grantee must immediately replace anyone who refuses to sign a required confidentiality agreement or acknowledgement.

- (b) **Public records and retention of documents and information.** Grantee acknowledges, in accordance with Section 149.43 of the Ohio Revised Code, that this Agreement, as well as any information, records, reports, and financial records related to this Agreement are presumptively deemed public records. Grantee understands that these records will be made freely available to the public unless the State determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure. Grantee must comply with any direction from the State to preserve and/or provide documents and information, in both electronic and paper form, and to suspend any scheduled destruction of such documents and information. Should Grantee receive a public records request or subpoena with respect to any state data, Grantee must immediately notify the State and fully cooperate with the State's directions regarding such request.
- (c) **Security and safety rules.** When on any property owned or controlled by the State, Grantee must comply with all security and safety rules, regulations, and policies applicable to people on those premises.
- (d) **Data security and privacy terms.** These Data Security and Privacy Terms ("Terms") describe the responsibilities for Grantee relating to State information security and privacy standards and

requirements for all proposed solutions, whether cloud, on-premises, or hybrid based. These Terms apply to all work, services, and personnel across all environments, and State of Ohio ("State") and Grantee locations (e.g., cloud (Software as a Service, Platform as a Service, or Infrastructure as a Service), on-premises, or hybrid) along with the computing elements that Grantee will perform, provide, occupy, or utilize in performing the work, and any Grantee access to State resources in conjunction with the delivery of work.

Grantee must comply with these Terms as they apply to the services being provided to the State. Grantee is responsible for maintaining information security in any environments under Grantee's management in accordance with these Terms.

These Terms are in addition to the Contract terms and conditions. In the event of a conflict between the Agreement and these Terms, the most stringent standard will prevail. The following definitions apply to these Terms:

- (i) Personally Identifiable Information as defined in the Ohio Revised Code means information that can be used directly or in combination with other information to identify a particular individual. Personally Identifiable Information includes:
 - 1. A name, identifying number, symbol, or other identifier assigned to a

person;

characteristics; and

- 2. Any information that describes anything about a person;
- 3. Any information that indicates actions done by or to a person;
- 4. Any information that indicates that a person possesses certain personal
- 5. Security Event is any observable occurrence that is relevant to information security within normal operational noise levels and below pre-defined incident thresholds that adversely impact or potentially impact Agreement Data or information systems. Agreement Data is State Data that Grantee has access to, transmits, processes, possesses, creates or stores in providing services to the State. State Data.
- (ii) Security Incident means there is successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- (iii) Confidential Data means any type of data that is required to be protected by law or regulation, is intended for confidential use, and may not be copied or removed from the State's operational control without authorized permission. Confidential Data includes data that, if compromised, may result in loss of life, serious injury, or other harm to an individual or group, or disruption to critical State operations. Confidential Data includes, but is not limited to:
 - 1. Personally Identifiable Information (PII);
- 2. Student information under the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g);
- 3. Federal Tax Information (FTI) under IRS Publication 1075 Tax Information Security Guidelines for federal, state, and local agencies;

- 4. Protected Health Information (PHI) under the Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of Part 164); United States Code 42 U.S.C. § 1320d through 1320d-9 (HIPAA); and Code of Federal Regulations for Public Health and Public Welfare: 42 C.F.R. 431.300, 431.302, 431.305, 431.306, 435.945, 45 C.F.R. 164.502(e) and 164.504(e);
- 5. Criminal Justice Information (CJI) under the Federal Bureau of Investigation's Criminal Justice Information Services (CJIS) Security Policy available at http://le.fbi.gov/cjis-division/cjis-security-policy-resource-center;
 - 6. Payment Card Industry Data Security Standards (PCI DSS);
- 7. Social Security Administration (SSA) Data which is data received by the State from the Social Security Administration in accordance with the current Computer Matching and Privacy Protection Act between the State of Ohio and the Social Security Administration; and
- 8. Other types of information not associated with an individual such as security and infrastructure records, trade secrets, and business bank account information.
- (iv) State IT Security Policies and Standards means the policies and standards available at https://das.ohio.gov/technology-and-strategy/information-security-privacy/information-security-governance.
 - (e) Grantee's requirements under this Section are as follows:
- Grantee's responsibilities generally. At a minimum, Grantee must maintain the (i) security of Agreement Data in accordance with the moderate level security baseline of the current published version of the National Institute of Standards and Technology Special Publication 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations," (NIST 800-53). In the alternative, Grantee may maintain the security of Agreement Data in accordance with International Organization for Standardization 27001 (ISO 27001) if Grantee implements the additional necessary controls to achieve compliance with requirements of NIST 800-53. Hereinafter, references in these Terms to "NIST 800-53" means both of the frameworks defined in this paragraph. Grantee must implement the information security policies, standards, and capabilities set forth in the Agreement, support the State's adherence to the State IT Security Policies and Standards, and use procedures in a manner that does not diminish established State capabilities and standards. If Grantee accesses the State's facilities or networks, or provides products, solutions, or services that will be implemented or integrated in the State's controlled environment, Grantee must ensure its products, solutions, or services comply with State IT Security Polices and Standards, as appropriate (available at the link provided above in the definition of State IT Security Policies and Standards). Grantee's information security and technology responsibilities with respect to the work and services Grantee is providing to the State include the following, where applicable:
- 1. Assist in the implementation of associated security procedures with the State's review and approval, including physical access requirements, User ID approval procedures, and a Security Incident Action and response plan.
- 2. Support implementation and compliance monitoring as per the State IT Security Policies and standards; and
- 3. Upon identification of a potential issue with maintaining an "as provided" state Infrastructure element in accordance with a more stringent State level security policy, Grantee must identify and communicate the nature of the issue to the State, and, if possible, outline potential remedies for consideration by the State.

- (ii) Protection and handling of agreement data. Grantee must maintain an information security program made up of policies, procedures, technical and organizational safeguards, and training designed to protect Agreement Data against unauthorized loss, destruction, alteration, access, or disclosure. To protect Agreement Data, Grantee must use due diligence to ensure that computer and telecommunications systems and services involved in storing, using, or transmitting Agreement Data are secure and prevent Agreement Data from unauthorized disclosure, modification, use, or destruction. To accomplish this, Grantee must adhere to the following requirements regarding Agreement Data in addition to the confidentiality requirements in the Agreement:
- 1. Assume all Agreement Data is both confidential and critical for State operations.
- 2. Maintain, in confidence, Agreement Data it may obtain, maintain, process, or otherwise receive from or through the State during the term of the Agreement and pursuant to the provisions of the Agreement and these Terms.
- 3. Use and permit its employees, officers, agents, and subcontractors and/or subgrantees to use any Agreement Data received from the State solely to perform its obligations under this Agreement.
- 4. Not sell, rent, lease, disclose, or permit its employees, officers, agents, and subcontractors and/or subgrantees to sell, rent, lease, or disclose, any Agreement Data to any third party, except as permitted under this Agreement or required by applicable law, regulation, or court order.
- 5. Take all commercially reasonable steps to (a) protect the confidentiality of Agreement Data received from the State and (b) establish and maintain physical, technical, and administrative safeguards to prevent unauthorized access by third parties to Agreement Data received by Grantee from the State.
- 6. Apply appropriate risk management techniques to balance the need for security measures against the sensitivity of Agreement Data; and
- 7. Ensure that Grantee's internal security policies, plans, and procedures address the basic security elements of confidentiality, integrity, and availability of Agreement Data, and periodically review and update these policies, plans, and procedures as needed.

All Agreement Data at rest in systems supporting Grantee's services must reside within the contiguous United States with a minimum of two data center facilities at two different and distant geographic locations, ensuring physical and environmental protection controls are implemented as defined in State IT Security Policy 2100-15, and be handled in accordance with the requirements of these Terms at all Grantee locations. All Agreement Data that is not classified as public by the State must be encrypted at rest and while in transit utilizing industry standards that meet Federal Information Processing Standards (FIPS) validated algorithms and comply with State IT Security Policy IT-14, Data Encryption and Securing Confidential Data. If Grantee will be accessing, processing, transmitting, possessing, creating, or storing Confidential Data, the State may require additional documentation from Grantee and/or input to complete State documentation.

(iii) Security standards and warranties. All solutions shall operate at the moderate level baseline as defined in the current published version of NIST 800-53, be consistent with Federal Information Security Management Act, 44 U.S.C. § 3551 *et seq.* (FISMA 2014) requirements and offer a customizable and extendable capability based on open-standards APIs that enable integration with third party

applications. Grantee's information security program must be designed to protect Agreement Data by implementing an industry security and privacy standard including, at a minimum:

- 1. Security and confidentiality of Agreement Data.
- 2. Protection against anticipated threats or hazards to the security or integrity of Agreement Data.
- 3. Protection against unauthorized access to, disclosure of, or use of Agreement Data.
- 4. Giving access to Agreement Data only to those individual employees, officers, agents, and subcontractors and/or subgrantees who need to know such information in connection with the performance of the obligations under the Agreement.
- 5. Cooperating with any attempt by the State to monitor compliance with the foregoing obligations as reasonably requested by the State.
- 6. Promptly destroying or returning to the State, in a format designed by the State, all Agreement Data received from or through the State upon completion of the work under the Agreement or upon termination or expiration of the Agreement. Notwithstanding the foregoing, Grantee may keep a copy of the Agreement Data to comply with contractual, legal, or record keeping obligations, and any such retained Agreement Data is subject to the requirements of this Agreement for so long as Grantee has the Agreement Data in its possession.
- 7. Maintaining appropriate and effective business continuity and disaster recovery plans to ensure resiliency of Agreement Data and business operations; and
- 8. Maintain a privacy policy that includes, at a minimum processes for the State to obtain individual privacy consent for the use of PII, at the determination of the State, and to respond to individuals' requests to access, correct, and delete their PII unless otherwise expressly agreed to in the Agreement. All PII, including PII that has been de-identified, is considered Agreement Data and Confidential Information under this Agreement.

Grantee must scan all source code for vulnerabilities, including before and after any source code changes are made, must promptly remediate vulnerabilities, and/or provide the State with patches to address the vulnerabilities at no cost to the State. Grantee must follow best practices for application code review and the most current version of the Open Source Foundation for Application Security (OWASP) top 10.

In addition to the warranties provided and pursuant to the terms of the warranties section of the Agreement (i.e., notification, correction, and indemnification), Grantee warrants that its software is free from viruses, malware, and other harmful or malicious code.

(iv) **Permitted disclosure to third parties**. Disclosure of Agreement Data is permitted as set forth in the Agreement. Additionally, disclosure of Agreement Data is also permitted when required by applicable law, regulation, court order, or subpoena. If Grantee or any of its representatives are ordered or requested to disclose any information provided by the State, whether Confidential Data or otherwise, pursuant to court or administrative order, subpoena, summons, or other legal process or otherwise believes that disclosure is required by any law, ordinance, rule or regulation, Grantee must notify the State and Foundation within 24 hours of receipt of the order or request in order for the State to seek a protective order or take other appropriate action, as desired. Grantee must also cooperate in the State's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be accorded the information

provided by the State. If, in the absence of a protective order, Grantee is compelled as a matter of law to disclose the information provided by the State, Grantee may disclose to the party compelling disclosure only the part of such information as is required by law to be disclosed (in which case, prior to such disclosure, Grantee must advise and consult with the State and its counsel as to the scope of such disclosure and the nature of wording of such disclosure) and must use commercially reasonable efforts to obtain confidential treatment for the information disclosed. Grantee may disclose Confidential Information to the following people, subject to the requirements of the Agreement and these Terms:

- 1. To State or Federal auditors or regulators.
- 2. To service providers and agents of either party as permitted by law, provided that such service providers and agents are subject to binding confidentiality obligations; and
- 3. To the professional advisors of either party, provided that such advisors are obligated to maintain the confidentiality of the information they receive.

(v) Data and information auditing.

- 1. When required by law, rule, or regulation, or if Grantee does not obtain or obtains an adverse opinion on a SOC 2 Type 2 audit (if it conducts such an audit), the State may, at any time in its sole discretion, elect to perform a security and data protection audit. This includes a thorough review of Grantee controls, security and privacy functions and procedures, data storage and encryption methods, and backup and restoration processes. The State may utilize a third-party Grantee to perform such activities to demonstrate that all security, privacy, and encryption requirements are met. The State will provide its request in writing and will work with Grantee to schedule time to conduct the audit; and
- 2. At no cost to the State or the Foundation, Grantee must remedy issues, material weaknesses, or other items identified in each audit as they pertain to the services provided under this Agreement.
- (vi) Background investigations of Grantee personnel. Any person who (a) has been convicted at any time of any criminal offense involving dishonesty, a breach of trust, money laundering, or who has entered into a pre-trial diversion or similar program in connection with a prosecution for such offense, (b) is named by the Office of Foreign Asset Control (OFAC) as a Specially Designated National, or (c) has been convicted of a felony may not perform certain services under the Agreement. Grantee must conduct background investigations on Grantee personnel that may have access to Agreement Data. The State may conduct background investigations on Grantee personnel that have or may have access to Confidential Data, critical infrastructure systems, or when required by law, rule, or regulation. The State will conduct initial background investigations on Grantee personnel who will have access to FTI and/or CJI that must be favorably adjudicated before being permitted to access the FTI and/or CJI, and ongoing background investigations every five years thereafter for personnel who already have access to FTI and/or CJI. If any Grantee personnel refuses to have a background investigation completed or has an unfavorably adjudicated background investigation completed, the State may terminate that personnel's access to the Agreement Data.
 - (vii) Security incidents and events.
- 1. Categories. Security Incidents may fall into one or more of, but are not limited to, the following categories:
 - A. Loss or theft

- B. Denial of service (DoS)
- C. Improper usage or access
- D. Information spillage
- E. Malicious code
- F. Phishing messages
- G. Scans/probes/attempted access
- H. Social engineering
- I. Unauthorized access

Security Events may fall into one or more of, but are not limited to, the following categories:

- A. Unsuccessful log-on attempts
- B. Unsuccessful denial of service attacks
- C. Unsuccessful phishing attacks
- D. Unsuccessful network attacks such as pings, probes of firewalls,

or port scans

- 2. Security Incident response and reporting. Grantee is responsible for Security Incident response, including containment, eradication, and recovery, to minimize the impact to the State and the Foundation. In addition to the requirements in the Agreement, Grantee must perform the following in response to a Security Incident involving Agreement Data. Grantee is not required to report Security Events unless a pattern of attacks significantly increases the risk of impact. Grantee must report in writing to the State and the Foundation within 24 hours of the Grantee becoming aware of any Security Incident and/or use or disclosure of Agreement Data not authorized by the Agreement, including any reasonable belief that unauthorized access to or acquisition of Agreement Data has occurred, and fully cooperate with the State and the Foundation to mitigate the consequences of the Security Incident. Within five business days of the initial Security Incident report to the State and the Foundation, Grantee must document and begin providing follow-up reports for all Security Incidents to the State and the Foundation. Grantee must provide updates to the follow-up reports until the investigation is complete. At a minimum, the Security Incident reports will include:
- A. Data elements involved, the extent of the Agreement Data involved in the Security Incident, and the identification of affected individuals, if applicable.
- B. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed agreement Data, or to have been responsible for the Security Incident.
- C. A description of where the Agreement Data is believed to have been improperly transmitted, sent, or utilized, if applicable.

- D. A description of the probable causes of the Security Incident and, in the final report, the root cause.
- E. A description of the proposed plan for preventing similar future security Incidents, including a recommended risk remediation plan.
- F. A description of the corrective actions taken, including repair (elimination of a defect or incident and/or restoration of system functionality requirements according to the Agreement) and resolution (a temporary workaround to enable system function).
- G. Whether Grantee believes any federal or state laws requiring notifications to individuals are triggered.

Grantee must comply with all applicable laws that require the notification of individuals, or with other reasonable direction of the State for notification, in the event of a Security Incident involving personally identifiable information, or any other event requiring such notification. The State may, in its sole discretion, choose to provide notice to any or all parties affected by a Security Incident, but Grantee shall reimburse the State for the cost of providing such notification. Grantee further agrees to provide, or to reimburse the State for its costs in providing, any credit monitoring or similar services that are necessary as a result of Grantee's Security Incident. Under Ohio law, Agreement Data is State property and any illegal activity involving State property is subject to a criminal investigation. Grantee shall preserve sufficient evidence to ensure accurate Security Incident records, facilitate an investigation, and determine the extent of the Security Incident. Grantee shall work with the State to establish a Security Incident reporting communications procedure including Grantee and State contacts, communication methods and tools. If there is no procedure established, the Grantee must report Security Incidents to the primary contact listed in the Agreement or that contact's successor and the Grantee must report the Security Incident to the State via email at CSC@ohio.gov or call 877.644.6860. The State reserves the right to conduct an independent investigation of the Security Incident, and the Grantee shall cooperate with the investigation. The independent investigation may be conducted by a State agency or a third party acting on behalf of the State.

- (viii) **Generative artificial intelligence**. Grantee must disclose the use of generative artificial intelligence (AI) to the State when producing work that will be owned by the State or the integration of generative AI in products or services used by the State. Grantee must work with the State to ensure the use of generative AI is reviewed, approved, and complies with the State IT Policy IT-17, Use of Artificial Intelligence, prior to utilizing the generative AI components. Grantee is not permitted to utilize Confidential Data in training generative AI models except as specifically approved by the State.
- (f) If applicable, Grantee hereby agrees to current and ongoing compliance with Title 42, Sections 1320d through 1320d-8 of the United States Code (USC) and the implementing regulations found at Title 45, Sections 164.502(e) and 164.504(e) of the Code of Federal Regulations (CFR) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). If applicable, Grantee further agrees to include the terms of this Section in any subgrant agreements that may be executed pursuant to this Agreement.
- 23. <u>Contact with Wendy's® system</u>. Grantee shall not initiate contact with any representative of The Wendy's Company or franchisee ("Wendy's affiliate"). If a Wendy's affiliate contacts Grantee, Grantee shall contact the Foundation prior to further engaging with the Wendy's affiliate.

24. Public reporting, use of trademarks.

(a) Grantee shall follow all guidelines and procedures for using the Foundation name or logo as outlined in the "Brand Guidelines for WWK Agencies" document consistent with Exhibit 4, attached

hereto and incorporated herein. Upon termination of the Agreement, Grantee shall remove any language regarding this Grant, the Foundation, WWK, or the child-focused recruitment model from its materials, including but not limited to Grantee's website.

- (b) Grantee may present information on the WWK program at conferences, trainings, or other formal presentations with prior approval from the Foundation. Grantee must provide the Foundation notice at least three (3) weeks prior to submitting an abstract or proposal (if one is required) or prior to the presentation (if abstract or proposal are not required) and provide any and all materials for approval. Materials must abide by the "Brand Guidelines for WWK Agencies" document consistent with Exhibit 4.
- (c) Grantee shall submit in draft form for the Foundation's approval any media statements relating to the use of the Grant or WWK and full information relating to the proposed release of any such statements to the media prior to release. Grantee shall refer to the Foundation in all of its published materials (including press releases) which refer to the Project. In all public statements referring to the Foundation, Grantee shall refer to the Foundation as "the Dave Thomas Foundation for Adoption" and shall refer to the Foundation as a "nonprofit public charity in the United States with the mission of dramatically increasing the number of adoptions of children waiting in North America's foster care systems."
- (d) Grantee shall receive prior written approval from the Foundation before conducting or authorizing research involving the WWK program or the child-focused recruitment model and before sharing any research results with any external parties. The Foundation shall have the right to participate in any such research, be notified upon completion of the research, and receive any research reports that are created.
- (e) Grantee shall immediately inform the Foundation of all known proposed positive media coverage opportunities involving any child or family that has been or is currently being served by WWK in advance. Advanced notice will allow the Foundation to contribute content and/or propose opportunities to raise awareness, as applicable. For requirements concerning negative media coverage, please see the "Crisis Management Guidelines" attached as Exhibit 3 and incorporated herein.
- (f) Grantee hereby authorizes the Foundation to describe the Project, including the name of Grantee, and to reproduce photographs supplied by Grantee, in published reports or documents in any medium. Grantee shall send to the Foundation copies of all papers, brochures, training materials, and other informational materials which it produces that are related to the Project.
- (g) Grantee shall make no use whatsoever of the name "Wendy's" or any trademarks or logos associated therewith without approval of the Foundation. Notwithstanding the foregoing, Grantee may, after obtaining the Foundation's prior written approval as required pursuant to subparagraph (c) hereof, indicate that it has received funding from the Foundation.
- 25. Grantee's insurance and Grantee's indemnification obligations.
 - (a) General representations and warranties. Grantee warrants that:
- (i) The recommendations, guidance, and performance of Grantee under this Agreement will be in accordance with the industry's professional standards, the requirements of this Agreement and without any material defect.
 - (ii) No Deliverable will infringe on the intellectual property rights of any third party.
 - (iii) All warranties are in accordance with Grantee's standard business practices.

- (iv) The Deliverables are merchantable and fit for the particular purpose described in this Agreement and will perform substantially in accordance with its user manuals, technical materials, and related writings.
- (v) The Deliverables comply with all governmental, environmental and safety standards.
 - (vi) Grantee has the right to enter into this Agreement.
- (vii) Grantee has not entered into any other agreements or employment relationships that restrict Grantee's ability to perform under this Agreement.
- (viii) Grantee will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control.
- (ix) Grantee has good and marketable title to any Deliverable delivered under this Agreement for which title passes to the State.
- (x) Grantee has the right and ability to grant the license granted in any Deliverable for which does not pass to the State.
- (xi) For one year from the delivery date of any products or software, the products or software will be free of material defects.

Grantee must notify the Foundation in writing immediately upon the discovery of any breach of the warranties given above. Further, if any work of Grantee or any Deliverable fails to comply with these warranties, and Grantee is so notified in writing, Grantee will correct such failure in a commercially reasonable time or as specified in the Agreement. If Grantee fails to comply, Grantee will refund the amount paid for the Deliverable.

- (b) Indemnity. Except as may be required by the DCY Agreement, each party to this Agreement shall be responsible for any negligent acts and/or negligent omissions committed by itself, its agents, and/or its employees. Except as may be required by the DCY Agreement, each party shall be responsible to defend itself, its agents, and/or its employees and shall pay any judgments and costs arising out of such negligent acts and/or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one party to the other.
- (c) Insurance. Until all obligations under this Agreement are satisfied, and without limiting Grantee's indemnification obligations herein, Grantee must procure and maintain, for the duration of the Agreement, the insurance policies set forth below. Grantee must procure and maintain insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services hereunder by Grantee, its agents, representatives, or employees. All commercial insurance required must be provided by insurers with a rating of not less than A-VII from A.M. Best or a comparable rating agency, unless otherwise accepted by the Foundation and the State. Coverage shall be at least as broad as:
- (i) Automobile Liability: covering Symbol 1 (any auto), or if Grantee has no owned autos, Symbol 8 (hired) and 9 (non-owned), with a limit of no less than \$1,000,000 per accident for bodily injury and property damage.
- (ii) Workers' Compensation insurance as required by the State of Ohio, or the state in which the work will be performed, with statutory limits, and Employer's Liability Insurance with a limit

of no less than \$1,000,000 per accident for bodily injury or disease. If Grantee is a sole proprietor, partnership or has no statutory requirement for workers' compensation, Grantee must provide a letter stating that it is exempt and agreeing to hold the State harmless from loss or liability for such.

- (iii) Professional Liability (Errors and Omissions) Insurance appropriate to the Grantee's profession, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage must be sufficiently broad to respond to the duties and obligations as is undertaken by Grantee in this Agreement and must cover all applicable Grantee personnel or subcontractors who perform professional services related to this Agreement.
- (iv) Cyber liability (first and third party) with limits not less than \$2,000,000 per claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Grantee in this agreement and shall include claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The coverage shall provide for breach response costs as well as regulatory fines and penalties and credit monitoring expenses with limits sufficient to respond to these obligations.

The insurance obligations under this Agreement are the minimum Insurance coverage requirements and/or limits shown in this Agreement. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, will be available to the State of Ohio and the Foundation. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Grantee under this Agreement. Pursuant to Section 2743.02(D) of the Ohio Revised Code, all applicable insurance or other means of recovery will apply to any claim arising from Grantee's Requirements relating to this Agreement on a primary basis. The insurance or self-insurance maintained by the State will not contribute to claims made due to Grantee's negligence, errors, or omissions. No subrogation demands will be made against the State of Ohio, except where there is negligence on the part of the State, and any such demands will be reduced by all collateral recovery sources available to or received by the claimant.

- (d) **Umbrella or excess insurance policies**. Umbrella or excess commercial liability policies may be used in combination with primary policies to satisfy the limit requirements above. Such umbrella or excess commercial liability policies must apply without any gaps in the limits of coverage and be at least as broad as and follow the form of the underlying primary coverage required above.
- (e) **Notice of cancellation**. Grantee must provide the Foundation and the State written notice of cancellation of any insurance policy required above as soon as possible and must use best efforts to notify the State at least 30 days in advance of such cancellation. A lapse in any required insurance coverage during this Agreement will be a breach of this Agreement.
- (f) **Deductibles and self-insured retentions**. Self-insured retentions must be declared to and approved by the State. The State may require Grantee to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The policy language must provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the State. Any and all deductibles and self-insured retentions will be the sole responsibility of Grantee or subgrantee and/or subcontractor who procured such insurance and will not apply to the indemnified additional insured parties. The State may deduct from any amounts otherwise due to the Grantee to fund the self-insured retentions. Policies must not contain any self-insured retention provision that limits the satisfaction of the self-insured retention to the named insured. The policy must also provide that defense costs, including the allocated loss adjustment expenses, will satisfy the self-insured retention. The State reserves the right to obtain a copy of any policies and endorsements for verification.

- (g) Claims made policies. If any of the required policies provide coverage on a claims-made basis:
- (i) The retroactive date must be shown and must be before the date of the Agreement or the beginning of contract work.
- (ii) Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract work; and
- (iii) If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive data prior to the Agreement effective date, Grantee must purchase "extended reporting" coverage for a minimum of five years after completion of contract work. The discovery period must be active during the extended reporting period.
- (h) Verification of coverage. Grantee must furnish the Foundation and the State of Ohio with certificates of insurance and amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause. All certificates are to be received and approved by the Foundation and the State before work commences. However, failure to obtain the required documents prior to the work beginning will not waive Grantee's obligation to provide them. Grantee understands that the Foundation and the State have reserved the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- (i) **Subgrantees and/or subcontractors**. Grantee must require and verify that all subgrantees and/or subcontractors maintain insurance with sufficient limits for the nature of the products or services they are providing and Grantee must ensure that the Foundation and the State of Ohio are additional insureds on commercial general liability insurance required from subgrantees and/or subcontractors. Grantee agrees to indemnify the Foundation and the State for damages that exceed a subgrantee's and/or subcontractor's policy limits.
- (j) **Special risks or circumstances**. Grantee acknowledges that the Foundation and the State have both reserved the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances, as mutually agreed with the Grantee and incorporated into the Agreement by written amendment.

(k) Limitation of liability. The parties agree as follows:

- (i) Neither party will be liable for any indirect, incidental or consequential loss or damage of any kind including but not limited to lost profits, even if the parties have been advised, knew, or should have known of the possibility of damages.
- (ii) Notwithstanding any other limitation provision and pursuant to Section 9.27 of the Ohio Revised Code, Grantee is liable for any direct loss to the State or the Foundation for bodily injury, death, or damage to property of the State caused by the negligence, intentional or willful misconduct, fraudulent act, recklessness, or other tortious conduct of Grantee or Grantee's employees or agents during its performance under this Agreement.
- (iii) Notwithstanding any other limitation provisions, Grantee is liable for any other direct loss or damage to the State caused by the gross negligence, intentional or willful misconduct, fraudulent act, recklessness, or other tortious conduct of Grantee or Grantee's employees or agents during its performance under this Agreement.

- (iv) Any limitation provisions contained in the documents and materials incorporated by reference into this Agreement are considered stricken and of no force and effect.
- (v) All limitations provisions in this Agreement are only to the extent such limitations do not impose an unlawful indemnification on the State.
- (l) **Product recall**. In the event a Deliverable has been recalled, seized, or embargoed and/or has been determined to be misbranded, adulterated, or in the case of consumable product, found to be unfit for human consumption by the packer, processor, manufacturer or by any state or federal regulatory agency, Grantee must notify the Foundation and DCY within two business days after notice has been given. Grantee understands that it must, at the option of the DCY, either reimburse the purchase price or provide an equivalent replacement product at no additional cost. Grantee must remove and/or replace affected product within a reasonable time as determined by DCY. At the option of DCY, Grantee may be required to reimburse storage and handling fees to be calculated from time of delivery and acceptance to actual removal. Grantee will bear all costs associated with the removal and proper disposal of the affected product. Failure to reimburse the purchase price or provide equivalent replacement product will be considered a Default.
- 26. Grantee tax status. Grantee represents that it is a tax exempt organization as defined in the Internal Revenue Code of 1986, as now in effect or as may hereafter be amended (the "Code"), and is not a private foundation as defined in Sections 170 and 509 of the Code. Grantee shall give immediate notice to the Foundation if Grantee ceases to be exempt from federal income taxation under the Internal Revenue Code or its status as not a private foundation under Section 509 is materially changed. Grantee shall apply funding from the Foundation solely to exempt purposes specified in Section 170(c)(1) and Section 170(c)(2)(B) of the Code.
- 27. <u>Termination of the Grant</u>. Any portion of the Grant unexpended at the completion of the Project may be extended only by the Foundation, in its sole discretion, or shall be returned to the Foundation within thirty (30) days thereof. The Foundation may, at its option, terminate the Grant upon the occurrence of any of the following events:
- (a) Grantee ceases to be exempt from federal income taxation under the Code or there is any material change in Grantee's tax status;
- (b) Grantee uses any part of the Grant for any purpose other than those exempt purposes permitted under the Code;
- (c) In the Foundation's judgment, Grantee becomes unable to complete the Project or otherwise carry out the Deliverables of the Grant or Grantee ceases to be an appropriate means of accomplishing the Project or the Deliverables of the Grant;
- (d) The Foundation determines in its sole and absolute discretion that the Foundation needs to terminate its relationship with Grantee;
- (e) Without limiting the foregoing, Grantee uses the Grant Funds in a manner inconsistent with Section 15 of this Agreement;
- (f) During a crisis, Grantee fails to follow the Crisis Management Guidelines attached hereto as Exhibit 3;
 - (g) Grantee fails to comply with any provision of this Agreement; or

(h) The Foundation's contract with the State Agency is terminated such that the Grant Funds are no longer available for the Project.

Within five (5) days after the occurrence of one of the foregoing events, or within five (5) days after receipt of written notice from the Foundation with respect to the events described in clause (c), Grantee shall immediately cease all work and repay to the Foundation any portion of the Grant which Grantee had received, but had not disbursed, all portions of the Grant which, although disbursed, are within Grantee's control, and all portions of the Grant which, although disbursed by Grantee in a manner inconsistent with this Agreement.

- 28. <u>Limitation, changes</u>. The Foundation shall have no obligation to provide other or additional support to Grantee for the Project or any other purpose. Any changes, additions, or deletions to the conditions of the Grant, including, without limitation, modifications to this Agreement shall be in writing and shall be effective only after receipt by Grantee of the Foundation's prior written approval, which may be withheld by the Foundation in its sole discretion.
- 29. <u>Grantee agreements, certification and compliance</u>. By accepting this Agreement and by executing this Agreement, Grantee hereby affirms current and continued compliance with each condition listed in this Section. Grantee's certification of compliance with each of these conditions is required as part of receipt of the Grant funds based on State requirements and is considered a material representation of fact upon which the Foundation relied in entering into this Agreement:
- (a) **Compliance with DCY Agreement**. Grantee agrees to be bound by all applicable terms and conditions of the DCY Agreement, attached herein as Exhibit 6, which is incorporated by reference. Grantee also hereby agrees that, to the extent the terms of the Agreement conflict with the terms of the DCY Agreement, the terms of the DCY Agreement shall prevail.
- (b) Grantee shall inform the Foundation of any changes of the Project's personnel within five days of any such change. The State has the right to require the Grantee to remove any person from performing the work if the State determines that any the person has interfered or may interfere with the State's interests of ensuing its operations are carried out in an efficient, professional, legal, and secure manner.
- (c) If Grantee's program involves an advisory committee, Grantee shall advise the Foundation of the membership of such committee as soon as it is constituted and shall notify the Foundation of all meetings in advance. The Foundation may, at its option, attend all such meetings as an observer.
- (d) If at any time Grantee is not in compliance with the conditions affirmed in this Section, the Foundation may immediately terminate this Agreement and will deliver written notice to Grantee. Grantee will be entitled to compensation, upon submission of a proper invoice, only for work performed during the time Grantee was in compliance with the provisions of this Section. Any Grant funds paid for work performed during a period when Grantee was not in compliance with this Section will be immediately repaid or the Foundation and/or DCY may commence an action for recovery against Grantee.
- (i) Antitrust. Grantee understands that, in actual economic practice, overcharges resulting from antitrust violations are usually borne by the State. Pursuant to Section 109.81 of the Ohio Revised Code, Grantee hereby assigns to the State all state and federal antitrust claims and causes of action that Grantee has or acquires relating to the goods and services acquired under this Agreement.
- (ii) **Appropriation of funds**. Grantee understands that DCY's funds are contingent upon the availability of lawful appropriations. If the Ohio General Assembly or any third party providing funding fails at any time to continue funding for the payments or any other obligations due by the State

under this Agreement, the State will be released from its obligations on the date funding expires. Grantee acknowledges that, if appropriations are approved, the State may continue this Agreement past the current biennium by issuing written notice of continuation to the Foundation. Grantee further acknowledges that any obligations of the State are subject to Section 126.07 of the Ohio Revised Code.

- (iii) **Campaign contributions**. Grantee certifies that all applicable parties are in full compliance with Section 3517.13 of the Ohio Revised Code.
- (iv) **Compliance with Law**. Grantee must comply throughout the duration of the Agreement with all applicable federal, state, and local laws and Executive Orders while performing under this Agreement.
- (v) Conflict of interest/ethics. Grantee represents, warrants and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws including but not limited to Chapter 102 and Sections 2921.42 and 2921.43 of the Ohio Revised Code. Grantee represents, warrants, and certifies that neither Grantee nor any of its employees will do any act that is inconsistent with such laws or is otherwise a conflict of interest.
- (vi) **Grantee's warranty against an unresolved finding for recovery**. Throughout the Agreement term, the Grantee warrants that Grantee is not subject to an unresolved finding for recovery pursuant to Section 9.24 of the Ohio Revised Code. If the warranty is false on the date the parties sign this Agreement, the Agreement is void *ab initio*, and Grantee must immediately repay any funds paid under this Agreement.
- (vii) **Debarment**. Grantee affirms that neither Grantee nor any of its principals or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any government agency.
- (viii) **Drug-free workplace**. Grantee agrees to comply with all applicable state and federal laws regarding drug-free workplace and must make a good faith effort to ensure that all Grantee employees, while working on State property or performing work on behalf of the State, will not purchase, transfer, use, be under the influence of, or possess illegal drugs, non-medical cannabis (recreational marijuana), or alcohol, or abuse prescription drugs or medical marijuana in any way
- (ix) **Prohibition of the expenditure of public funds for offshore services.** No State cabinet agency, board or commission will enter into any agreement to purchase services provided outside of the United States or that allows State data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available outside of the United States, unless DCY obtains a duly signed waiver from the State. Notwithstanding any other terms of this Agreement, the State has reserved the right to recover any funds paid for services Grantee performs or for data located outside of the United States for which a waiver was not received. The State has not waived any other rights and remedies provided to the State with respect to this Agreement.
- 1. No State agency, board, commission, State educational institution, or pension fund will make any purchase from or investment in any Russian institution or company. Notwithstanding any other terms of this Agreement, the State has reserved the right to recover any funds paid to Grantee as part of this Agreement for purchases or investments in a Russian institution or company in violation of this paragraph.
- 2. Grantee must complete the <u>Contractor/Subcontractor Affirmation and Disclosure Form</u> affirming that Grantee understands and will meet the requirements of the above

prohibition. During the performance of this Agreement, if Grantee changes the location(s) disclosed on the Affirmation and Disclosure Form, Grantee must complete and submit a revised Affirmation and Disclosure Form to the Foundation reflecting such changes. The applicable provisions of this Section will expire if the applicable Executive Order is no longer effective.

- (x) Registration with the Secretary of State. Grantee certifies that it is one of the following:
- 1. A domestic corporation that is properly registered with the Ohio Secretary of State; or
- 2. A foreign corporation, not incorporated under the laws of the State of Ohio, but is registered with the Ohio Secretary of State pursuant to Sections 1703.01 to 1703.31 of the Ohio Revised Code, as applicable; or
 - 3. Exempt from the registration requirements of the Ohio Secretary of State.
- (xi) **Taxes**. Grantee acknowledges that, pursuant to Section 5739.02 of the Ohio Revised Code, the State is exempt from sales tax. Grantee also acknowledges that, pursuant to Section 5741.02(C) of the Ohio Revised Code, the State is exempt from use tax.

(xii) Trade.

- 1. Pursuant to Section 9.76(B) of the Ohio Revised Code, Grantee warrants that Grantee is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the Grant period.
- 2. Grantee certifies that it, and any of its subcontractors, and any agent of the Grantee or its subcontractors, will acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those entities and individuals subject to sanctions can be found at https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists. These sanctions generally preclude most transactions involving Cuba, Iran, and Sudan, and most imports from Burma or North Korea.
- (xiii) **Use of MBE/EDGE Vendors**. Section 125.081 of the Ohio Revised Code requires State agencies to set-aside purchases for Minority Business Enterprises ("MBE") and Executive Order 2008-13S encourages use of Encouraging Diversity, Growth, and Equity ("EDGE") businesses. Therefore, the State encourages Grantee to purchase goods and services from Ohio certified MBE and EDGE vendors.
- General is the chief law officer for the State of Ohio, its agencies, boards and commissions, and only the Ohio Attorney General has the authority to appoint outside legal counsel to represent the State. Grantee agrees that any provisions in this Agreement or any documents incorporated by reference that provide or allow for outside legal representation to defend or settle claims on behalf of the State or provide for a third party to have sole control of a defense or settlement of a claim do not meet the requirements of state law and are considered stricken. Grantee also understands that, unless specifically agreed to in writing by the State, any provisions that require or provide for a waiver of any legal rights, remedies, or litigation defenses (i.e., waiver of a jury trial) do not meet the requirements of state law and are considered stricken.

- (xv) **Statute of Limitations**. Grantee understands that statutes of limitations generally do not apply to actions brought by the State and agrees that any such provisions in this Agreement or in any documents incorporated by reference are considered stricken.
- (xvi) **Restrictions on lobbying**. Grantee affirms that no federal funds paid to Grantee by the Foundation through this Agreement or any other agreement have been or will be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any lobbing activity. Activity includes, but is not limited to, serving on a committee with the responsibility over lobbying decisions designed to influence Congress or any State government, State legislature, or local legislature or legislative body. Grantee further affirms compliance with all federal lobbying restrictions, including, 31 USC 1352 and the Ohio executive agency lobbying restrictions contained in ORC 121.60 through 121.69. If this Agreement exceeds One Hundred Thousand and 00/100 (\$100,000.00), Grantee affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations.
- (xvii) Accessibility requirements. If applicable, Grantee warrants that it will comply with federal and state disability laws and regulations and also warrants that the Deliverables provided under this Agreement conform to the applicable accessibility requirements of WCAG 2.1 Level AA or the most current version (the "Accessibility Standards"), Section 508 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act. Grantee must promptly respond to and resolve any complaint regarding accessibility of its products and services. If at any time, the Deliverables provided under this Agreement do not fully conform to the Accessibility Standards, Grantee must immediately notify the Foundation in writing of the nonconformance and provide to the Foundation a plan to achieve conformance to the Accessibility Standards, including an intended timeline for conformance. Failure to comply with these requirements will constitute a material breach of this Agreement for which the Foundation may terminate this Agreement.
- (xviii) Travel Requirements. Grantee shall comply with the requirements contained in OAC 126-1-02, Rates and requirements for reimbursement of travel expenses of state agents, authorized by ORC 126.31, which restricts spending on meals, lodging, and transportation.
- 30. <u>Subcontracting</u>. Subcontracting of Grantee's services under this Agreement is subject to the approval of the Foundation and the State. Any subcontracts for Grantee's services under this Agreement must be approved in writing by the Foundation prior to execution. If any change occurs during the term of the Agreement, that requires a change to identified subgrantees and/or subcontractors, Grantee must amend its list of subgrantees and/or subcontractors and request written approval from the Foundation. Grantee understands that the Foundation reserves the right to reject any subgrantee and/or subcontractor submitted by Grantee. All subcontracts will be at the sole expense of Grantee and Grantee will be solely responsible for payment of its subgrantees and/or subcontractors. Grantee assumes responsibility for all subcontracting and third-party manufacturer work performed or product delivered under this Agreement. All agreements with subgrantees and/or subcontractors must incorporate the applicable terms of this Agreement by reference and include the following provisions: (1) the subgrantees and/or subcontractor agrees to be bound by all applicable terms and conditions of this Agreement; and (2) the terms of this Agreement prevail over any conflicting terms of the agreement with the subgrantee and/or subcontract. Subcontracting of Grantee's services is subject to Section 31 of this Agreement regarding Assignment.
- 31. <u>Assignment</u>. Grantee may not assign this Agreement, the Grant, or any rights or obligations contained in this Agreement.

32. Independent contractor.

(a) It is fully understood and agreed that Grantee is an independent contractor and is not an agent, servant, or employee of the Foundation or DCY. Grantee further agrees that it is engaged as an

independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities. Additionally, Grantee understands that as an independent contractor, it is not a public employee and is not entitled to contributions from the State to any public employee retirement system.

- (b) Grantee acknowledges and agrees any individual providing personal services under this Agreement is not a public employee for purposes of Chapter 145 of the Ohio Revised Code. Grantee further acknowledges that, unless Grantee is a "business entity" as that term is defined in Section 145.037 of the Ohio Revised Code ("an entity with five or more employees that is a corporation, association, firm, limited liability company, company, partnership, sole proprietorship, or other entity engaged in business"), Grantee must have any individual performing services under this Agreement complete and submit to DCY and the Foundation the Independent Contractor/Worker Acknowledgement form.
- (c) Grantee's failure to complete and submit the Independent Contractor/Worker Acknowledgement form at the time Grantee executes this Agreement will serve as Grantee's certification that Grantee is a "business entity" as that term is defined in Section 145.037 of the Ohio Revised Code.
- 33. Governing law and venue. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Ohio and any action brought regarding this Agreement shall be filed in federal or state courts having jurisdiction over Franklin County, Ohio. The Parties hereby waive their rights to federal diversity jurisdiction.
- 34. <u>Publicity</u>. Grantee must not do the following without prior, written consent:
 - (a) Advertise that Grantee or the Foundation is doing business with the State;
 - (b) Use this Agreement or the DCY Agreement as a marketing or sales tool; or
- (c) Affix any advertisement or endorsement, including any logo, graphic, text, sound, video, and company name, to any State-owned property, application, website, including any website hosted by Grantee or a third party.
- 35. <u>Notices</u>. Any notices, requests, and other communications relating to this Agreement or the Grant made under this Agreement shall be made in writing and shall be sent by United States mail, except any notices sent pursuant to Section 27 of this Agreement shall be sent by certified or registered mail, return receipt requested, and with all postage prepaid, addressed as follows:

If to the Foundation:

Dave Thomas Foundation for Adoption 4900 Tuttle Crossing Blvd. Dublin, OH 43016

If to Grantee: to the address appearing below its signature on the last page of this Agreement.

- 36. <u>Headings</u>. The headings to the sections of this Agreement have been included for the convenience of reference and shall have no effect on any questions of interpretation or construction of this Agreement.
- 37. <u>Savings clause</u>. If any provision(s) of this Agreement is declared invalid or unenforceable, the other provisions shall remain in full force and effect and be construed in a fashion that gives meaning to all other provisions of this Agreement.

- 38. Entire agreement. The terms and conditions contained in this Agreement and its exhibits supersede and replace all prior oral or written agreements and understandings between the parties with respect to the subject matter of this Agreement and shall constitute the entire agreement between the parties with respect thereto. The Foundation and Grantee specifically acknowledge that any prior agreements, including Grant Agreements to fund existing WWK recruiters, are superseded by this Grant Agreement. This Agreement shall not be modified or amended except by a writing duly executed by authorized representatives of Grantee and the Foundation.
- 39. <u>Authorization</u>. The individual executing this Agreement on behalf of Grantee hereby represents that the individual is duly authorized to execute this Agreement on behalf of Grantee and that the responsible governing body of Grantee has authorized the acceptance of the Grant from the Foundation on the terms and conditions contained in this Agreement.
- 40. <u>Counterparts, facsimile</u>. This Grant Agreement may be executed in any number of counterparts and by facsimile, each of which shall be an original, but such counterparts shall together constitute one and the same documents. The Foundation and Grantee agree that electronic signatures will have the same legal effect as original (i.e., ink) signatures and that an electronic, scanned, facsimile, or duplicate copy of any signatures will be deemed an original and may be used as evidence of execution.

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

DAVE THOMAS FOUNDATION FOR ADOPTION

By:	Date8/21/25
Name: Rita L. Soronen Title: President & CEO	
(GRANTEE)	
By:	Date
Name:	
Title:	
Address:	
Phone:	
E	

Exhibit 1

Schedule of Narrative, Financial, and Statistical Reports

Bi-Annual Narrative and Financial Reports due to the Dave Thomas Foundation for Adoption via email to wwk@davethomasfoundation.org:

- January 15, 2026 (for July 2025 December 2025)
- July 15, 2026 (for January 2026 June 2026)

Recruiter Monthly Statistical Online Database Reports due:

- August 7, 2025
- September 7, 2025
- October 7, 2025
- November 7, 2025
- December 7, 2025
- January 7, 2026
- February 7, 2026
- March 7, 2026
- April 7, 2026
- May 7, 2026
- June 7, 2026
- July 7, 2026

Supervisor Monthly Statistical Online Database Review due:

- August 15, 2025
- September 15, 2025
- October 15, 2025
- November 15, 2025
- December 15, 2025
- January 15, 2026
- February 15, 2026
- March 15, 2026
- April 15, 2026
- May 15, 2026
- June 15, 2026
- July 15, 2026

Exhibit 2

Report Forms Bi-Annual Narrative Outline

Mid-Year Narrative Report

Agency Name:	
Site Name(s):	
Date Submitted:	
Reporting Period:	

Directions:

- Use only the WWK ID# when referencing a specific child; **DO NOT INCLUDE any identifying information** (names, initials, diagnoses, etc.). Once completed, submit the narrative and financial reports (if applicable) to: wwk@davethomasfoundation.org
- Provide one report per agency
- Scaling states should submit one report for each WWK team

Agency Finalization Goal(s):

• Please provide your agency's finalization goal(s) for the contract/agreement year with outcomes for the 6-month reporting period (adoption/guardianship/reunification):

Child-focused recruitment example: For non-scaling states, share one example *per recruiter*. For scaling states, please share one story *per team*. Examples should provide specific details of child-focused recruitment efforts. If the example is of a child who was matched or finalized (adoption, guardianship, or reunification) please include how the family was identified for the child.

*As a reminder, use only the WWK ID# when referencing a specific child. **Do not include any identifying information** (names, initials, diagnoses, etc.).

Budget: If applicable, using your approved budget's bi-annual report template, compare the approved line-item budget with actual mid-year expenditures. Describe any significant variances in each budget category below. Travel funds allocated for the WWK Summit must be returned if it is canceled, hosted virtually, or the recruiter or supervisor did not attend when held in person. Budget modification requests must be submitted two months prior to the end of the grant year. Unspent funds must be returned to the Foundation.

Salary:

Benefits:		
Office Supplies/Equipment: •		
Travel: •		
Summit: •		
Recruitment Activities: •		
Indirect: •		
Please submit the completed narrative and financial report approved budget) with actual expenditures to www.actual.expenditures		
By signing below, or typing my name, I acknowledge that I h before its submission.	ave revi	ewed the narrative report
Supervisor Signature:		
Name:	Date:	Click to enter date
Recruiter Signature(s):		
Name:	Date:	Click to enter date
Name:	Date:	Click to enter date

Year-End	/ End of .	Agreement	Bi-Annual	Report

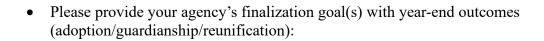
Agency Name:		
Site Name(s):		
Date Submitted:		
Reporting Period:		
•		

Directions:

- Once completed, submit the narrative and financial reports (if applicable) to: wwk@davethomasfoundation.org
- Provide one report per agency
- Provide this report at the end of each year, reflecting total yearly outcomes and total actual costs (if applicable) for the full agreement period

Agency Goals:

• Please provide your agency's match goal(s) with year-end outcomes:



Barriers: Discuss any systemic barriers that the recruiter or team experienced that impacted their ability to implement the child-focused recruitment model with fidelity, meet their goals and/or complete the required monthly visitation with all youth in active status. Please include steps you have taken to address the barriers and indicate if the Foundation can offer additional assistance or support. *Note: Supervisors should consistently monitor monthly visits reported in the WWK database using the Child Portfolio report.

Wendy's Wonderful Kids program materials: Please attach any Wendy's Wonderful Kids program materials produced during the prior year to assist with education on child-focused recruitment, referrals, etc. (e.g., PowerPoint presentations, brochures, etc.).

Budget: If applicable, using your approved budget template's bi-annual report tab, compare the approved line-item budget with actual expenditures for the year-end financial report. Describe any significant variances in each budget category below. Travel funds allocated for the WWK Summit must be returned if it is canceled, hosted virtually, or the recruiter or supervisor did not attend when held in person. The Foundation will invoice your agency for unspent funds.

Salary:

•		
Benefits:		
Office Supplies/Equipment: •		
Travel:		
Summit: •		
Recruitment Activities: •		
Indirect: •		
Submit the year-end narrative and year-end financial reportable of the approved budget completed with total actual exwwk@davethomasfoundation.org.		
By signing below, or typing my name, I acknowledge that I have before its submission.	ave revi	ewed the narrative report
Supervisor Signature:		
Name:	Date:	Click to enter date
Recruiter Signature(s):		
Name:	Date:	Click to enter date
Name:	Date:	Click to enter date

Revised March 2024

Exhibit 3

Crisis Management Guidelines

What is a crisis?

A crisis is an issue or activity that could potentially damage the reputation of your agency, the Foundation, the Wendy's Wonderful Kids program, or the Wendy's brand. Examples of crises may include, but are not limited to:

- Allegations of abuse or mismanagement leveled against the agency likely to generate media coverage;
- Injury, abuse or death of a Wendy's Wonderful Kids child under the agency's caseload;
- Dismissal of a Wendy's Wonderful Kids recruiter, whether fired or let go for any reason;
- Allegations of abuse or mismanagement leveled against the Wendy's Wonderful Kids recruiter; or
- Allegations of abuse committed by a family recruited by the agency through the Wendy's Wonderful Kids program.

What should your agency do?

- Contact the Foundation as soon as you are aware of any issues or incidents that may damage the reputation of your agency, the Foundation, Wendy's Wonderful Kids program, or the Wendy's brand.
- Work with the Foundation to determine the seriousness of the issue and formulate a media strategy and response, if necessary.
- Respond to media inquiries regarding all issues involving Wendy's Wonderful Kids recruiters and child-related issues AFTER you have consulted with the Foundation. It is always in your agency's best interest to be proactive, honest and to sincerely express your concern for the welfare of all children in your care.
- Contact the Foundation at any time about a crisis or a potential crisis and refer associated media inquiries to:

Rita Soronen, President & CEO Dave Thomas Foundation for Adoption (614) 764-8482 (office) (614) 595-1564 (cell) Rita.Soronen@davethomasfoundation.org

Exhibit 3A

Crisis Management Guidelines Memorandum of Understanding

The undersigned does hereby acknowledge that they have read and understand the Crisis Management Guidelines and agree to contact the Dave Thomas Foundation for Adoption immediately in the event of any incidents that could potentially negatively impact this agency, the Dave Thomas Foundation for Adoption, the Wendy's Wonderful Kids program, or the Wendy's brand.

Executive Director/Pres	sident & CEO:	 	
Grantee/Organization:			
Date:			

Exhibit 4

Brand Guidelines Acknowledgment

The Foundation understands the importance of sharing the work of the Wendy's Wonderful Kids program with community members and professionals. When sharing information about the WWK program, it is essential that the Foundation logo and brand are represented consistently and with the Foundation's prior knowledge. Grantees must submit drafts of all publicity and promotional materials to the Foundation for approval before they are printed or distributed in accordance with the Foundation's "Brand Guidelines for WWK Agencies" document. By signing below, Grantee acknowledges and agrees with the following:

- Grantee has received the "Brand Guidelines for WWK Agencies" document.
- Grantee understands the contents of this document.
- Grantee will follow, and instruct Grantee's staff to follow, the "Brand Guidelines for WWK Agencies" document.
- Upon termination of the Agreement, Grantee will remove any language regarding this Grant, the Foundation, WWK, or the child-focused recruitment model from its materials, including but not lmited to Grantee's website.

Executive Director/Pres	sident & CEO:	 	
Agency/Organization:			
Date:		 	

Exhibit 5

Grantee Budget

Agency Name

Fairfield County Protective Services

Grant Period

July 1, 2025 - June 30, 2026

Number of Recruiters

1

	Budge	et
Description	Amount	%
Total Grant Amount	\$ 75,000.00	
Recruiter Costs (up to \$75,000 per recruiter)	\$ 75,000.00	
Salary of the Recruiter	\$ 61,700.00	82.3%
Recruiter Benefits	\$ 9,075.00	12.1%
Total Personnel Costs	\$ 70,775.00	94.4%
Offices Supplies/Equipment	\$ 1,035.00	1.4%
Travel Expenses	\$ 620.00	0.8%
Child-Focused Recruitment	\$ 2,570.00	3.4%
Total Direct Costs	\$ 75,000.00	100.0%
Total Indirect Costs (Administrative, Infrastructure, Other Indirect)	\$ -	0.0%
Supervisor Costs (up to \$20,000 per recruiter)	\$ 	0.0%
Total Costs	\$ 75,000.00	
Must equal zero	\$ -	100%

Dave Thomas Foundation for Adoption Wendy's Wonderful Kids Budget Template

Agency Name Fairfield County Protective Services

Number of Recruiters 1

Budget Item: Recruiter Salary & Benefits

Specific Item	udgeted Amount er Recruiter
Recruiter Salary Recruiter Benefits	\$ 61,700.00
Social Security @ 6.2%	\$ -
Medicare @ 1.45%	\$ -
Health/Dental Insurance	\$ 9,075.00
Worker's Compensation	\$ -
Life Insurance	\$ -
Short-term/Long-term Disability	\$ -
Retirement/Pension	\$ -
	\$ -
TOTAL RECRUITER BENEFITS	\$ 9,075.00

Salary from July-December 2025 @ rate of \$28.92/hour (\$30,076.80 total) then \$30.37/hour for January-June 2026 (assumed 5% raise) (\$31,584.80) Health/dental rate \$370.09/pay for July-December 2025; then \$388.60 per pay for January-June 2026 (asssumed 5% increase) (\$785 moved to absorbed costs to reach \$75,000 total for grant)

Allocation method used to determine total costs are required

Dave Thomas Foundation for Adoption Wendy's Wonderful Kids Budget Template

Agency Name

Number of Recruiters	1	
Budget Item:	Offices Supplies/Equipment	
Specific Item	Total Budgeted Amount Per Recruiter	Only budget for those items that are necessary to implement child-focused recruitment. Allocation methods are required.
Computer/Laptop		
Office Supplies	\$ -	
Telephone/Cell Phone Expense	\$ 1,035.00	Cell phone and data plan for recruiter
Internet Service	\$ -	
Printing	\$ -	
	\$ -	
	\$ -	
	\$ -	
TOTAL OFFICE SUPPLIES/EQUIP.	\$ 1,035.00	

Fairfield County Protective Services

Replacement computers will not be approved within three years of the last purchase. The date of last purchase and the site name are REQUIRED. Office supplies may include postage used for diligent search efforts in addition to other supplies.

The total of telephone and cell phone expenses combined should not exceed \$100 per month per recruiter.

Printing expenses are limited to child-focused recruitment efforts which may include printing for lifebooks or other adoption preparation activities.

Dave Thomas Foundation for Adoption Wendy's Wonderful Kids Budget Template

Agency Name	Fairfield County Protective Services
Number of Recruiters	1
Budget Item:	Travel Expenses

Specific Item	Amo	Budgeted unt Per cruiter	Only budget for those items that are necessary to implement child-focused recruitment. Allocation methods are required.
Reimbursable Miles			
Standard Rate per mile		0.00	Not to exceed the IRS Standard Rate
Mileage Reimbursement	\$	-	
WWK Summit			
Travel	\$	100.00	Mileage to Summit + \$20/parking (3 days)
Hotel	\$	450.00	\$225 per recruiter
Meals	\$	70.00	\$35 per meal per recruiter for 2 nights
Other Expenses	\$	-	
Rental Cars	\$	-	
Additional travel related expenses (tolls, etc.)	\$	-	
	\$	-	
	\$	-	
	\$	-	

Enter the standard reimbursement rate for your organization in cell C16. This amount shall not exceed the IRS standard rate.

620.00

Summit Travel: Hotel costs should be budgeted at \$235 per night for two nights.

hosted virtually or the recruiter did not attend when held in-person.

TOTAL TRAVEL

If your agency has additional work-related travel expenses, please provide details and the allocation method used to determine each expense.

Agency Name	Fairfield County Protective Service
Number of Recruiters	1

Budget Item: Child-Focused Recruitment

Specific Item	Total Budgeted Amount Per Recruiter		Only budget for those items that are necessary to implement child-focused recruitment. Allocation methods are required.	
Diligent Search:		4 000 00		
Search Engine costs	\$	1,320.00	\$110.00 per month for dilligent search (LexisNexis Accurint contract)	
Meeting to engage the youth's personal network for recruitment efforts	\$	-		
Relationship Building:				
Recruiter/Youth	\$	1,000.00	Gift cards for youth on Recruiter caseload (\$25/card - \$400 total) for birthdays (16 youth total). Relationship building activities (\$50/youth - \$600 total) for Recruiter and youth (lunch, activity in community, etc).	
Youth/Potential Adoptive Families	\$	250.00	Support relationship building for five youth and their matches (\$50 per match) (meals and other activies for you and match to participate in)	
Recruiter/Custodial Organization	\$	-		
TOTAL RECRUITMENT	\$	2,570.00	NOT TO EXCEED \$3,000 PER RECRUITER FOR FULL-TIME RECRUITER \$ 3,000.00	

Monthly in-person visits with each active youth are required. Relationship building expenses may be allocated up to \$150 per month per recruiter.

Relationship building / strengthening expenses between the youth and potential adoptive resource may be allocated up to \$100 per potential match; please refer to your match goal.

Relationship building between the recruiter(s) and the custodial organization; up to \$100 per year per county served may be allocated for light refreshments when educating custodial agencies on CFR for support and referrals.

Agency Name	Fairfield Co	ounty Protectiv	e Services		
Number of Recruiters	1				
Budget Item:	Indirect Expenses			_	
Specific Item		Total Budgeted Amount Per Recruiter		Allocation methods are required	
Administrative Costs		\$	-		
Office Infrastructure	I	\$	-		
Other Indirect Costs (attach supporting documents)	ments)	\$	-		
TOTAL INDIRECT EXPENSES	=	\$		NOT TO EXCEED 10% OF GRANT AMOUNT	7500

Please report indirect / overhead administrative costs and office infrastructure with the allocation method used for each. If your agency has an approved federal indirect cost rate, please provide that documentation.

Indirect Costs that cannot be included as overhead costs can be summarized with the allocation method used. Provide supporting documentation if applicable.

Agency Name	Fairfield County Protective Services		s	
Number of Recruiters	1	I		
Budget Item:	Superviso	or Costs		_
	_	Total Budgeted Am	nount	It is not necessary to budget for every line item. Only budget for costs that are necessary for supervision of the recruiters implementing child-focused recruitment.
PERSONNEL COSTS Salary		\$	-	
Benefits TOTAL PERSONNEL COSTS	5	\$	-	
OFFICE SUPPLIES				
Office Supplies		\$	-	
Telephone/Cell Phone Expense		\$	-	
Internet Service		\$	-	
Printing TOTAL OFFICE SUPPLY COSTS	6	\$ \$	-	
TRAVEL				
Reimbursable Miles Standard Rate per mile		\$	-	Not to exceed the IRS Standard Rate
Mileage Reimbursement WWK Summit			0.00	
Travel		\$	-	
Hotel		\$	-	
Meals		\$	-	
Other Expenses TOTAL TRAVEL COSTS	6	\$	-	
TOTAL SUPERVISOR COSTS		\$	_	NOT TO EXCEED \$20,000 PER RECRUITER
Travel must be specific to child-focused	recruitment ne	eeds		-

Agency Name Fairfield County Protective Services

Number of Recruiters 1

Explanation of Agency Absorbed Expenses

Line Item	information helps us determine the actual cost of the program at your agency.
Recruiter Costs Recruiter Salary	\$ -
Reduiter Galary	•
Recruiter Benefits	\$ 785.00 This is the amount above what is included in the grant request to cover the cost of the recruiter's insurance for the entire 12 months of the grant.
Offices Supplies/Equipment	\$
Travel Expenses	\$ - Absorbing travel costs for recruiter to complete visits with active youth each month
Recruitment Activities	\$ -
Indirect Costs	\$ -
Supervisor Costs	\$ -
Total Program Costs	\$ 785.00

Please add any costs that your agency may absorb related to the grant per line item. This

For DTFA information only. This information does not link to the budget.

Exhibit 6

Ohio DCY Agreement

OHIO DEPARTMENT OF CHILDREN AND YOUTH GRANT AGREEMENT for Wendy's Wonderful Kids (WWK)

DCY-G-2627-0003

RECITALS:

This Grant Agreement ("Agreement") between the Ohio Department of Children and Youth ("DCY" or "the State"), 246 North High Street, Columbus, Ohio 43215 and the Dave Thomas Foundation for Adoption ("Grantee")" located at 4900 Tuttle Crossing Boulevard, Dublin, Ohio 43016, is created pursuant to the Grant awarded by DCY to Grantee. Grantee hereby accepts the Grant and agrees to comply with all the terms and conditions set forth in this Agreement.

ARTICLE I. PURPOSE; GRANT REQUIREMENTS

- A. The responsibilities of the Grantee ("Grant Requirements") are summarized and attached as Exhibit 1.
- B. The DCY Agreement Manager is Elieonora Lewis, or successor.
- C. The DCY Agreement Manager may periodically communicate specific requests and instructions to Grantee concerning the performance of Grant Requirements described in this Agreement. Grantee agrees to comply with any requests or instructions to the satisfaction of DCY within ten days after Grantee's receipt of the requests or instructions. DCY and Grantee expressly understand that any requests or instructions will be strictly to ensure the successful completion of the Grant Requirements described in this Agreement, and are not intended to amend or alter this Agreement in any way. If Grantee believes that any requests or instructions would materially alter the terms and conditions of this Agreement or the compensation stated hereunder, Grantee will immediately notify DCY pursuant to the Notice provision of this Agreement. Grantee agrees to consult with the DCY Agreement Manager as necessary to ensure understanding of the Grant Requirements and the successful completion thereof.

ARTICLE II. EFFECTIVE DATE OF THE GRANT

This Agreement will be in effect from July 1, 2025, or upon signature of the DCY Director, whichever is later, through June 30, 2027, unless this Agreement is suspended or terminated prior to the expiration date.

ARTICLE III. AMOUNT OF GRANT/PAYMENTS

In consideration of Grantee's promises and satisfactory performance, the State shall pay the fee identified below.

- A. The total amount of the Grant is Twenty Million Dollars (\$20,000,000.00) to expressly perform the Grant Requirements. Grantee understands that the terms of this Agreement do not provide for compensation in excess of the total amount listed in this section. Grantee hereby waives the interest provisions of R.C. 126.30.
- B. Payment:
 - The Grant will be paid as reimbursement for actual, allowable, expenditures incurred and paid by Grantee during the billing period pursuant to Grantee's accepted budget as attached as Exhibit 2

 – WWK SFY26-27.xlsx. The DCY Agreement Manager may provide written approval to Grantee

- for requested budget changes that do not exceed the amount listed in this Article for the Agreement period. Such approval may be made without formally amending this Agreement.
- 2. Pursuant to Exhibit 2, line item Grant Fees, and Exhibit 1, DCY agrees to reimburse Grantee up to \$8,875,000.00 in each State Fiscal Year (SFY) for up to 112 recruiters per SFY, as hired by PCSAs, PCPAs, and/or PNAs, at a rate of up to \$95,000 each, to support the recruiter and supervision costs to implement the WWK program.
- C. The State will reimburse indirect costs in compliance with 2 CFR 200.414 or 45 CFR 75.414, as applicable. The State will reimburse fringe benefits costs in compliance with 2 CFR 200.431 or 45 CFR 75.431, as applicable.
- D. Line item expenses listed in the budget may be reallocated upon the written approval of the DCY Agreement Manager as long as the total amounts per SFY and the total overall Agreement amount remains unchanged.

ARTICLE IV. NOTICES

- A. DCY and Grantee agree that communication regarding Grant Requirements, scope of work, invoice or billing questions, or other routine instructions will be between Grantee and the identified DCY Agreement Manager.
- B. Notices to DCY from Grantee that concern changes to Grantee's principal place of operation, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, and/or any other formal notice regarding this Agreement will be sent to the DCY Deputy Director of Contracts and Acquisitions at 246 North High Street, Columbus, Ohio 43215.
- C. Notices to Grantee from DCY concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Agreement will be sent to Grantee's representative at the address appearing on the signature page of this Agreement.
- D. All notices will be in writing and will be deemed effective upon receipt. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE V. DATA AND INFORMATION CONTROL

Grantee agrees that all records, documents, writings, and other information, created or used pursuant to this Agreement will be treated according to the following terms, and that the terms will be included in any subcontract and/or subgrant agreements executed for the performance of Grant Requirements relative to this Agreement:

A. <u>Confidentiality.</u> The parties may disclose or learn of information, documents, data, records, or other material that the disclosing party considers confidential ("Confidential Information") in the performance of this Agreement. The receiving party must treat the Confidential Information as such if it is so marked, otherwise defined as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of either party, the public, other parties, or individuals or organizations about whom the disclosing party keeps information. Title to the Confidential Information and all related materials and documentation remains with the disclosing party. The receiving party may only use the Confidential Information to perform its obligations under this Agreement and may not use or disclose any Confidential Information received as a result of this Agreement without the written permission of the disclosing party. The Grantee must assume that all State information, documents, data, source codes, software, models, know-how, trade secrets, or other material when, by its very nature, it

deals with matters that, if generally known, would be damaging to the best interest of the public, other parties, or individuals or organizations about whom the State keeps information is Confidential Information. In addition, the receiving party may not use or disclose any documents or records that Ohio law prohibits from disclosure.

The receiving party's obligation to maintain the confidentiality of the Confidential Information will not apply where the information:

- 1. Was already in the receiving party's possession without the obligation of confidence;
- 2. Is independently developed by the receiving party with documentary evidence to support the independent development;
- 3. Is or becomes publicly available without breach of this Agreement, except as provided in the next full paragraph;
- 4. Is rightfully received by the receiving party from a third party without an obligation of confidence;
- 5. Is disclosed by the receiving party with the written consent of the disclosing party; or
- 6. Is released in accordance with a valid order of a court or governmental agency, provided that the receiving party:
 - a. Notifies the disclosing party of such order immediately upon receipt of the order; and
 - b. Makes a reasonable effort to assist the disclosing party in obtaining a protective order, if requested, from the issuing court or agency limiting disclosure and use of the Confidential Information to the portion of the Confidential Information needed to satisfy the original order of production and solely for the purposes intended to be serviced by the order.

Although some sensitive personal information, such as medical records, addresses, telephone numbers, and social security numbers may be publicly available through other sources, the receiving party must not disclose or use such information in any manner except as expressly authorized in this Agreement. In such instances, item 3 above does not apply, and the receiving party must treat such sensitive personal information as Confidential Information whether it is available elsewhere or not. The receiving party must restrict circulation of Confidential Information within its organization and then only to people in the receiving party's organization who have a need to know the Confidential Information to perform under this Agreement.

The receiving party must return all Confidential Information provided by the disclosing party, or if return of the Confidential Information is not possible, destroy the Confidential Information upon termination or expiration of this Agreement. Upon request, the Grantee must provide certification or written confirmation to the State of such return or destruction of the Confidential Information. Notwithstanding the foregoing, the receiving party may keep a copy of the Confidential Information to comply with contractual, legal, or record-keeping obligations, and any such retained Confidential Information is subject to the requirements of this Agreement for so long as the receiving party has the Confidential Information in its possession.

The receiving party will not incorporate any portion of any Confidential Information into any work or product, other than a Deliverable, and will have no proprietary interest in any of the Confidential Information. Furthermore, the receiving party may be required to have its personnel and subcontractors and/or subgrantees who have access to any Confidential Information execute a confidentiality agreement incorporating the obligations in this section.

The receiving party will be liable for the disclosure of any Confidential Information not specifically authorized by this Agreement. The parties agree that the disclosure of Confidential Information may cause the disclosing party irreparable damage for which remedies other than injunctive relief may be inadequate, and the receiving party agrees that in the event of a breach of the receiving party's obligations hereunder, the disclosing party will be entitled to temporary and permanent injunctive relief to enforce this provision without the necessity of proving actual damages. This provision will not, however, diminish or alter any right to claim and recover damages.

This Agreement, including all terms and conditions, pricing, and attachments or exhibits, is not Confidential Information.

The State may require the Grantee, its employees, subcontractors and/or subgrantees, and agents to sign a confidentiality agreement and/or policy acknowledgements before accessing facilities, data, or systems. The Grantee must immediately replace anyone who refuses to sign a required confidentiality agreement or acknowledgement.

- B. Public Records and Retention of Documents and Information. The Grantee acknowledges, in accordance with Section 149.43 of the Ohio Revised Code, that this Agreement, as well as any information, Deliverables, records, reports, and financial records related to this Agreement are presumptively deemed public records. The Grantee understands that these records will be made freely available to the public unless the State determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure. The Grantee must comply with any direction from the State to preserve and/or provide documents and information, in both electronic and paper form, and to suspend any scheduled destruction of such documents and information. Should the Grantee receive a public records request or subpoena with respect to any State Data, the Grantee must immediately notify the State and fully cooperate with the State's directions regarding such request.
- C. <u>Security and Safety Rules.</u> When on any property owned or controlled by the State, the Grantee must comply with all security and safety rules, regulations, and policies applicable to people on those premises.
- D. <u>Data Security and Privacy Terms.</u> These Data Security and Privacy Terms ("Terms") describe the responsibilities for the Grantee relating to State information security and privacy standards and requirements for all proposed solutions, whether cloud, on-premises, or hybrid based. These Terms apply to all work, services, and personnel across all environments, and State of Ohio ("State") and Grantee locations (e.g., cloud (Software as a Service, Platform as a Service, or Infrastructure as a Service), on-premises, or hybrid) along with the computing elements that the Grantee will perform, provide, occupy, or utilize in performing the work, and any Grantee access to State resources in conjunction with the delivery of work.

The Grantee must comply with these Terms as they apply to the services being provided to the State. The Grantee is responsible for maintaining information security in any environments under the Grantee's management in accordance with these Terms.

These Terms are in addition to the Contract terms and conditions. In the event of a conflict between the Agreement and these Terms, the most stringent standard will prevail.

Definitions

- 1. <u>Personally Identifiable Information</u> as defined in the Ohio Revised Code means information that can be used directly or in combination with other information to identify a particular individual. It includes:
 - a. A name, identifying number, symbol, or other identifier assigned to a person,
 - b. Any information that describes anything about a person,
 - c. Any information that indicates actions done by or to a person,
 - d. Any information that indicates that a person possesses certain personal characteristics; and
 - e. Security Event is any observable occurrence that is relevant to information security within normal operational noise levels and below pre-defined incident thresholds that does not adversely impact or potentially impact Agreement Data or information systems.
- 2. <u>Security Incident</u> means there is successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- 3. <u>Confidential Data</u> means any type of data that is required to be protected by law or regulation, is intended for confidential use, and may not be copied or removed from the State's operational control without authorized permission. Confidential Data includes data that, if

compromised, may result in loss of life, serious injury, or other harm to an individual or group, or disruption to critical State operations.

Confidential Data includes, but is not limited to:

- a. Personally Identifiable Information (PII);
- b. Student information under the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g);
- c. Federal Tax Information (FTI) under IRS Publication 1075 Tax Information Security Guidelines for federal, state, and local agencies;
- d. Protected Health Information (PHI) under the Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of Part 164); United States Code 42 U.S.C. 1320d through 1320d-9 (HIPAA); and Code of Federal Regulations for Public Health and Public Welfare: 42 C.F.R. 431.300, 431.302, 431.305, 431.306, 435.945, 45 C.F.R. 164.502(e) and 164.504(e);
- e. Criminal Justice Information (CJI) under the Federal Bureau of Investigation's Criminal Justice Information Services (CJIS) Security Policy available at https://le.fbi.gov/cjis-division/cjis-security-policy-resource-center;
- f. Payment Card Industry Data Security Standards (PCI DSS);
- g. Social Security Administration (SSA) Data which is data received by the State from the Social Security Administration in accordance with the current Computer Matching and Privacy Protection Act between the State of Ohio and the Social Security Administration; and
- h. Other types of information not associated with an individual such as security and infrastructure records, trade secrets, and business bank account information.
- 4. <u>State IT Security Policies and Standards</u> means the policies and standards available at https://das.ohio.gov/technology-and-strategy/information-security-privacy/information-security-governance.

Requirements

1. The Grantee's Responsibilities Generally

At a minimum, the Grantee must maintain the security of Agreement Data in accordance with the moderate level security baseline of the current published version of the National Institute of Standards and Technology Special Publication 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations," (NIST 800-53). In the alternative, the Grantee may maintain the security of Agreement Data in accordance with International Organization for Standardization 27001 (ISO 27001) if the Grantee implements the additional necessary controls to achieve compliance with the requirements of NIST 800-53. Hereinafter, references in these Terms to "NIST 800-53" means both of the frameworks defined in this paragraph.

The Grantee must implement the information security policies, standards, and capabilities set forth in the Agreement, support the State's adherence to the State IT Security Policies and Standards, and use procedures in a manner that does not diminish established State capabilities and standards.

If the Grantee accesses the State's facilities or networks, or provides products, solutions, or services that will be implemented or integrated in the State's controlled environment, the Grantee must ensure its products, solutions, or services comply with State IT Security Polices and Standards, as appropriate (available at the link provided above in the definition of State IT Security Policies and Standards).

The Grantee's information security and technology responsibilities with respect to the work and services the Grantee is providing to the State include the following, where applicable:

a. Assist in the implementation of associated security procedures with the State's review and approval, including physical access requirements, User ID approval procedures, and a Security Incident action and response plan.

- Support implementation and compliance monitoring as per the State IT Security Policies and Standards; and
- c. Upon identification of a potential issue with maintaining an "as provided" State infrastructure element in accordance with a more stringent State level security policy, the Grantee must identify and communicate the nature of the issue to the State, and, if possible, outline potential remedies for consideration by the State.

2. Protection and Handling of Agreement Data

The Grantee must maintain an information security program made up of policies, procedures, technical and organizational safeguards, and training designed to protect Agreement Data against unauthorized loss, destruction, alteration, access, or disclosure. To protect Agreement Data, the Grantee must use due diligence to ensure that computer and telecommunications systems and services involved in storing, using, or transmitting Agreement Data are secure and prevent Agreement Data from unauthorized disclosure, modification, use, or destruction. To accomplish this, the Grantee must adhere to the following requirements regarding Agreement Data in addition to the confidentiality requirements in the Agreement:

- a. Assume all Agreement Data is both confidential and critical for State operations.
- b. Maintain, in confidence, Agreement Data it may obtain, maintain, process, or otherwise receive from or through the State during the term of the Agreement and pursuant to the provisions of the Agreement and these Terms.
- c. Use and permit its employees, officers, agents, and subcontractors and/or subgrantees to use any Agreement Data received from the State solely to perform its obligations under the Agreement.
- d. Not sell, rent, lease, disclose, or permit its employees, officers, agents, and subcontractors and/or subgrantees to sell, rent, lease, or disclose, any Agreement Data to any third party, except as permitted under the Agreement or required by applicable law, regulation, or court order.
- e. Take all commercially reasonable steps to (a) protect the confidentiality of Agreement Data received from the State and (b) establish and maintain physical, technical, and administrative safeguards to prevent unauthorized access by third parties to Agreement Data received by the Grantee from the State.
- f. Apply appropriate risk management techniques to balance the need for security measures against the sensitivity of Agreement Data; and
- g. Ensure that the Grantee's internal security policies, plans, and procedures address the basic security elements of confidentiality, integrity, and availability of Agreement Data, and periodically review and update these policies, plans, and procedures as needed.

All Agreement Data at rest in systems supporting the Grantee's services must reside within the contiguous United States with a minimum of two data center facilities at two different and distant geographic locations, ensuring physical and environmental protection controls are implemented as defined in State IT Security Policy 2100-15, and be handled in accordance with the requirements of these Terms at all Grantee locations. All Agreement Data that is not classified as public by the State must be encrypted at rest and while in transit utilizing industry standards that meet Federal Information Processing Standards (FIPS) validated algorithms and comply with State IT Security Policy IT-14, Data Encryption and Securing Confidential Data.

If the Grantee will be accessing, processing, transmitting, possessing, creating, or storing Confidential Data, the State may require additional documentation from the Grantee and/or input to complete State documentation.

3. Security Standards and Warranties

All solutions shall operate at the moderate level baseline as defined in the current published version of NIST 800-53, be consistent with Federal Information Security Management Act, 44

U.S.C. § 3551 et seq. (FISMA 2014) requirements and offer a customizable and extendable capability based on open-standards APIs that enable integration with third party applications.

The Grantee's information security program must be designed to protect Agreement Data by implementing an industry security and privacy standard including, at a minimum:

- a. Security and confidentiality of Agreement Data.
- b. Protection against anticipated threats or hazards to the security or integrity of Agreement Data.
- c. Protection against unauthorized access to, disclosure of, or use of Agreement Data.
- d. Giving access to Agreement Data only to those individual employees, officers, agents, and subcontractors and/or subgrantees who need to know such information in connection with the performance of the obligations under the Agreement.
- e. Cooperating with any attempt by the State to monitor compliance with the foregoing obligations as reasonably requested by the State.
- f. Promptly destroying or returning to the State, in a format designated by the State, all Agreement Data received from or through the State upon completion of the work under the Agreement or upon termination or expiration of the Agreement. Notwithstanding the foregoing, the Grantee may keep a copy of the Agreement Data to comply with contractual, legal, or record keeping obligations, and any such retained Agreement Data is subject to the requirements of this Agreement for so long as the Grantee has the Agreement Data in its possession.
- g. Maintaining appropriate and effective business continuity and disaster recovery plans to ensure resiliency of Agreement Data and business operations; and
- h. Maintain a privacy policy that includes, at a minimum, processes for the State to obtain individual privacy consent for the use of PII, at the determination of the State, and to respond to individuals' requests to access, correct, and delete their PII unless otherwise expressly agreed to in the Agreement. All PII, including PII that has been de-identified, is considered Agreement Data and Confidential Information under this Agreement.

The Grantee must scan all source code for vulnerabilities, including before and after any source code changes are made, must promptly remediate vulnerabilities, and/or provide the State with patches to address the vulnerabilities at no cost to the State. The Grantee must follow best practices for application code review and the most current version of the Open Source Foundation for Application Security (OWASP) top 10.

In addition to the warranties provided and pursuant to the terms of the warranties section of the Agreement (i.e., notification, correction, and indemnification), the Grantee warrants that its software is free from viruses, malware, and other harmful or malicious code.

4. Permitted Disclosure to Third Parties

Disclosure of Agreement Data is permitted as set forth in the Agreement. Additionally, disclosure of Agreement Data is also permitted when required by applicable law, regulation, court order, or subpoena. If the Grantee or any of its representatives are ordered or requested to disclose any information provided by the State, whether Confidential Data or otherwise, pursuant to court or administrative order, subpoena, summons, or other legal process or otherwise believes that disclosure is required by any law, ordinance, rule or regulation, the Grantee must notify the State within 24 hours of receipt of the order or request in order for the State to seek a protective order or take other appropriate action, as desired. The Grantee must also cooperate in the State's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be accorded the information provided by the State.

If, in the absence of a protective order, the Grantee is compelled as a matter of law to disclose the information provided by the State, the Grantee may disclose to the party compelling disclosure only the part of such information as is required by law to be disclosed (in which case,

prior to such disclosure, the Grantee must advise and consult with the State and its counsel as to the scope of such disclosure and the nature of wording of such disclosure) and must use commercially reasonable efforts to obtain confidential treatment for the information disclosed.

The Grantee may disclose Confidential Information to the following people, subject to the requirements of the Agreement and these Terms:

- a. To State or Federal auditors or regulators.
- b. To service providers and agents of either party as permitted by law, provided that such service providers and agents are subject to binding confidentiality obligations; and
- c. To the professional advisors of either party, provided that such advisors are obligated to maintain the confidentiality of the information they receive.

5. Auditing

- a. When required by law, rule, or regulation, or if the Grantee does not obtain or obtains an adverse opinion on a SOC 2 Type 2 audit (if it conducts such an audit), the State may, at any time in its sole discretion, elect to perform a security and data protection audit. This includes a thorough review of Grantee controls, security and privacy functions and procedures, data storage and encryption methods, and backup and restoration processes. The State may utilize a third- party Grantee to perform such activities to demonstrate that all security, privacy, and encryption requirements are met. The State will provide its request in writing and will work with the Grantee to schedule time to conduct the audit; and
- b. At no cost to the State, the Grantee must remedy issues, material weaknesses, or other items identified in each audit as they pertain to the services provided under this Agreement.

6. Background Investigations of Grantee Personnel

Any person who (a) has been convicted at any time of any criminal offense involving dishonesty, a breach of trust, money laundering, or who has entered into a pre-trial diversion or similar program in connection with a prosecution for such offense, (b) is named by the Office of Foreign Asset Control (OFAC) as a Specially Designated National, or (c) has been convicted of a felony may not perform certain services under the Agreement.

The Grantee must conduct background investigations on Grantee personnel that may have access to Agreement Data. The State may conduct background investigations on Grantee personnel that have or may have access to Confidential Data, critical infrastructure systems, or when required by law, rule, or regulation. The State will conduct initial background investigations on Grantee personnel who will have access to FTI and/or CJI that must be

favorably adjudicated before being permitted to access the FTI and/or CJI, and ongoing background investigations every five years thereafter for personnel who already have access to FTI and/or CJI.

If any Grantee personnel refuses to have a background investigation completed or has an unfavorably adjudicated background investigation completed, the State may terminate that personnel's access to the Agreement Data.

7. Security Incidents and Events

a. Categories

Security Incidents may fall into one or more of, but are not limited to, the following categories:

- i. Loss or Theft
- ii. Denial of Service (DoS)
- iii. Improper Usage or Access
- iv. Information Spillage
- v. Malicious Code
- vi. Phishing Messages
- vii. Scans/Probes/Attempted Access
- viii. Social Engineering
- ix. Unauthorized Access

Security Events may fall into one or more of, but are not limited to, the following categories:

- i. Unsuccessful log-on attempts
- ii. Unsuccessful denial of service attacks
- iii. Unsuccessful phishing attacks
- iv. Unsuccessful network attacks such as pings, probes of firewalls, or port scans.

b. Security Incident Response and Reporting

The Grantee is responsible for Security Incident response, including containment, eradication, and recovery, to minimize the impact to the State. In addition to the requirements in the Agreement, the Grantee must perform the following in response to a Security Incident involving Agreement Data.

The Grantee is not required to report Security Events unless a pattern of attacks significantly increases the risk of impact.

The Grantee must report in writing to the State within 24 hours of the Grantee becoming aware of any Security Incident and/or use or disclosure of Agreement Data not authorized by the Agreement, including any reasonable belief that unauthorized access to or acquisition of Agreement Data has occurred, and fully cooperate with the State to mitigate the consequences of the Security Incident. Within five business days of the initial Security Incident report to the State, the Grantee must document and begin providing follow-up reports for all Security Incidents to the State. The Grantee must provide updates to the follow-up reports until the investigation is complete. At a minimum, the Security Incident reports will include:

- i. Data elements involved, the extent of the Agreement Data involved in the Security Incident, and the identification of affected individuals, if applicable.
- ii. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed Agreement Data, or to have been responsible for the Security Incident.
- iii. A description of where the Agreement Data is believed to have been improperly

transmitted, sent, or utilized, if applicable.

- iv. A description of the probable causes of the Security Incident and, in the final report, the root cause.
- v. A description of the proposed plan for preventing similar future Security Incidents, including a recommended risk remediation plan.
- vi. A description of the corrective actions taken, including repair (elimination of a defect or incident and/or restoration of system functionality requirements according to the Agreement) and resolution (a temporary workaround to enable system function).
- vii. Whether the Grantee believes any federal or state laws requiring notifications to individuals are triggered.

The Grantee must comply with all applicable laws that require the notification of individuals, or with other reasonable direction of the State for notification, in the event of a Security Incident involving personally identifiable information, or any other event requiring such notification. The State may, in its sole discretion, choose to provide notice to any or all parties affected by a Security Incident, but the Grantee shall reimburse the State for the cost of providing such notification. Grantee further agrees to provide, or to reimburse the State for its costs in providing, any credit monitoring or similar services that are necessary as a result of Grantee's Security Incident. Under Ohio law, Agreement Data is State property and any illegal activity involving State property is subject to a criminal investigation. The Grantee shall preserve sufficient evidence to ensure accurate Security Incident records, facilitate an investigation, and determine the extent of the Security Incident.

The Grantee shall work with the State to establish a Security Incident reporting communications procedure including Grantee and State contacts, communication methods and tools. If there is no procedure established, the Grantee must report Security Incidents to the primary contact listed in the Agreement or that contact's successor and the Grantee must report the Security Incident to the State via email at CSC@ohio.gov or call 877.644.6860.

The State reserves the right to conduct an independent investigation of the Security Incident, and the Grantee shall cooperate with the investigation. The independent investigation may be conducted by a State agency or a third party acting on behalf of the State.

8. Generative Artificial Intelligence.

The Grantee must disclose the use of generative artificial intelligence (AI) to the State when producing work that will be owned by the State or the integration of generative AI in products or services used by the State. The Grantee must work with the State to ensure the use of generative AI is reviewed, approved, and complies with the State IT Policy IT-17, Use of Artificial Intelligence, prior to utilizing the generative AI components. The Grantee is not permitted to utilize Confidential Data in training generative AI models except as specifically approved by the State.

E. For Audit Purposes Only: All records relating to cost, work performed, supporting documentation for invoices submitted to DCY, and copies of all materials produced under or pertaining to this Agreement will be retained by Grantee and will be made available for audit by state and federal government entities that include but not limited to, DCY, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials. The records and materials will be retained and made available for a minimum of three years after Grantee receives the last payment pursuant to this Agreement. If an audit, litigation or similar action is initiated during this time period, Grantee will retain the records until the action is concluded and all issues are resolved, or until the end of the three-year period if the action is resolved prior to the end of the three-year period. If applicable, Grantee must meet the requirements of the federal

Office of Management and Budget (OMB) Omni-Circular 2 CFR Part 200, that financial records related to the performance of services under this Agreement are presumptively deemed public records.

- F. All records relating to cost, work performed, supporting documentation for invoices submitted to DCY, and copies of all materials produced under or pertaining to this Grant will be retained by Grantee in accordance to the appropriate records retention schedule. The appropriate records retention schedule for this Grant is contained at https://rims.das.ohio.gov/GeneralSchedule. If any records are destroyed prior to the date as determined by the appropriate records retention schedule, Grantee agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- G. Grantee agrees to retain all records in accordance to any litigation holds that are provided to them by DCY, and actively participate in the discovery process if required to do so, at no additional charge. Litigation holds may require Grantee to keep the records longer than the approved records retention schedule. Grantee will be notified by DCY when the litigation hold ends and retention can resume based on the approved records retention schedule. If Grantee fails to retain the pertinent records after receiving a litigation hold from DCY, Grantee agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- H. If applicable, Grantee hereby agrees to current and ongoing compliance with Title 42, Sections 1320d through 1320d-8 of the United States Code (USC) and the implementing regulations found at Title 45, Sections 164.502(e) and 164.504(e) of the Code of Federal Regulations (CFR) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). If applicable, Grantee further agrees to include the terms of this Section in any subgrant agreements that may be executed pursuant to this Agreement.

ARTICLE VI. PAYMENT PROVISIONS

- A. <u>Certification Of Funds/Purchase Order Requirements</u>. None of the duties or obligations in this Agreement are binding on the State and the Grantee will not begin performance on this Agreement, until all of the following conditions are met:
 - 1. All statutory provisions under the Ohio Revised Code have been met.
 - 2. All necessary funds are made available to DCY.
 - 3. If required, the Controlling Board of Ohio has approved the purchase in accordance with R.C. 127.16; and
 - 4. If applicable, an official State of Ohio Purchase Order (P.O.) has been issued from the DCY, which is certification that the above requirements have been met.
- B. <u>Invoice Requirements.</u> The Grantee, authorized to submit invoices, must submit an original monthly/quarterly/one-time invoice to the office designated in the purchase order. The Grantee will only be compensated for the Deliverables accepted by the State. To be a proper invoice, the invoice must include the following:
 - 1. The purchase order number authorizing the delivery of supplies or services;
 - 2. State of Ohio Agreement Number (if applicable);
 - 3. DCY Name;
 - DCY Billing Address;
 - 5. Delivery location of supplies or services;
 - 6. Grantee Name;
 - 7. Grantee Address;
 - 8. Grantee's Unique Invoice Number;
 - 9. Date that services were provided or that supplies were delivered;
 - 10. Itemization of supplies or services provided, including cost;
 - 11. For leases, the invoice must also include the payment number (e.g., 1 of 36);
 - 12. Receipt or other proof of cost;

- 13. Amount and purpose of the invoice, including such detail as required per the compensation section of this Agreement, description of Grant Requirements completed, description of services rendered, hourly rates and number of hours (if applicable), amount of monthly fee (if applicable), and itemized travel and other expenses if permitted by this Agreement; and
- 14. Clear statement of total payment expected.
- C. Payment Due Date and Process. Unless otherwise stated in this Agreement and in accordance with R.C. 126.30, payments under this Agreement will be due on the 30th calendar day after the date of actual receipt of a proper invoice in the office designated to receive the invoice. The date payment is issued by the State will be considered the date payment is made. Payment of an invoice by the State will not prejudice the State's right to object to or question that or any other invoice or matter in relation thereto. The State's preferred method of payment is by electronic funds transfer. However, DCY may also make payment by State of Ohio payment card or by warrant issued by the Office of Budget and Management. At the time of Agreement award, Grantee must be able to accept all forms of payment from DCY.
- D. Grantee expressly understands that DCY does not have the ability to compensate Grantee for invoices submitted after the State of Ohio purchase order has been closed. State of Ohio purchase orders are issued per state fiscal year. Grantee must submit final invoices for payment for each state fiscal year no later than 90 calendar days after the end date of each state fiscal year, or if earlier, the end date of this Agreement. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.

ARTICLE VII. PERFORMANCE AND COMPLIANCE

A. <u>Custom Deliverables</u>. All custom work done by the Grantee and covered by this Agreement, including any software modifications and documentation, will belong to the State with all rights, title, and interest in all intellectual property that comes into existence through the Grantee's work under this Agreement being assigned to the State. Additionally, the Grantee waives any shop rights, author rights, and similar retained interests in any such custom developed materials. The Grantee must provide the State with all assistance reasonably needed to vest such rights of ownership in the State. However, the Grantee will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated in any custom Deliverable ("Pre-existing Materials").

The Grantee grants the State a worldwide, non-exclusive, royalty-free, perpetual license to use, modify, and otherwise distribute all Pre-existing Materials that are incorporated in any custom-developed Deliverable, including distribution to third parties as required by funding mandates. The Grantee may not include in any custom Deliverable any intellectual property unless such has been created under this Agreement or qualifies as Pre-existing Material. If the Grantee wants to incorporate any Pre-existing Materials in a custom Deliverable, the Grantee must disclose that desire to the State and obtain written approval from the State for doing so in advance. On the request of the Grantee, the State will incorporate any proprietary notice that Grantee may reasonably want for any Pre-existing Materials included in a custom Deliverable in all copies the State makes of that Deliverable. Subject to the limitations and obligations of the State with respect to Pre-existing Materials, the State may make all custom Deliverables available to the general public without any proprietary notices of any kind.

- B. <u>Replacement Personnel.</u> The State has the right to require the Grantee to remove any person from performing the work if the State determines that any the person has interfered or may interfere with the State's interests of ensuing its operations are carried out in an efficient, professional, legal, and secure manner. This provision also applies to any person engaged by the Grantee's subcontractors.
- C. <u>Force Majeure (Excusable Delay)</u>. Neither party will be liable for any delay in its performance that arises from causes beyond its or its subgrantee's and/or subcontractor's control and without its or its subgrantee's and/or subcontractor's negligence or fault. For purposes of this section, the term "force majeure event" includes without limitation, the following: Acts of God, such as pestilence, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, severe weather. Additional circumstances and events include epidemics, explosions, restraining of government and people, war, strikes, and other similar events or causes.

If the State or the Grantee cannot perform any part of its obligations under this Agreement because of force majeure, that party is excused from those obligations, to the extent that performance is prevented by the force majeure event and that party took all commercially reasonable steps to mitigate or avoid the effects of the force majeure event. If there is only a delay in performance, such delay may extend only for that time lost because of the force majeure event. If a party is unable to perform those above-referenced obligations, it must also do the following:

- 1. Promptly notify the other party, in writing, of any material delay in performance due to a specified force majeure event;
- 2. Provide detailed information about the force majeure event; and
- 3. Provide a proposed revised performance date to make up for performance delays due to the force majeure event. When applicable, the revised schedule must provide for performance time not to exceed the time lost as a result of the force majeure event.
- D. <u>Agreement Performance Management</u>. DCY is responsible for administering and monitoring the Grantee's compliance and performance on this Agreement. Therefore, the Grantee must respond to complaints about performance of the obligations in this Agreement to such entities in a timely manner. If the Grantee fails to perform any one of its obligations under this Agreement, it will be in Default.
 - If the Grantee fails to satisfactorily correct the performance or compliance issue within the time designated by DCY, Grantee may employ all available options and remedies, including termination of the Agreement, if necessary, to resolve the Grantee's continued nonperformance or noncompliance.
- E. <u>Quality Assurance</u>. At the option of DCY, samples may be taken from deliveries made and submitted for laboratory tests. DCY will bear the cost of testing to determine if samples are in compliance with the Agreement. If samples do not conform to the Agreement, Grantee will bear the costs of testing and the terms and conditions of the Suspension/Termination provision of this Agreement will be applied.

F. Agreement Remedies.

- Actual Damages. The Grantee is liable to the State for all actual and direct damages caused by the Grantee's Default. The State may self-perform or buy substitute Deliverables from a third party for those that were to be provided by the Grantee. The State may recover the costs associated with self-performance or acquiring substitute Deliverables, less any expenses or costs avoided by the Grantee's Default.
- 2. Liquidated Damages. If actual and direct damages are uncertain or difficult to determine or are otherwise not addressed in the Agreement, the State may recover liquidated damages. Unless otherwise specified, liquidated damages will be in the amount of 1% of the value of the order, Deliverable, or milestone that are the subject of the Default, for every day that the Default is not cured by the Grantee.
- 3. Right to Withhold or Offset. DCY may withhold payment or set off the amount of any liquidated damages, other damages, or any other obligation of the Grantee or its subsidiaries to the DCY, including any amounts the Grantee owes to DCY under this Agreement, against any payments due to the Grantee under this Agreement.
- G. <u>Suspension/Termination</u>. In the event of suspension or termination, the State will issue a notice. Any notice of suspension or termination, in full or in part, will be effective as specified in the notice. The Grantee must immediately cease all work, and take all steps necessary to minimize the costs the Grantee will incur related to this Agreement as directed by the notice. Suspension or termination of this Agreement will not limit the Grantee's continuing obligations with respect to Deliverables that the State paid for or ordered before the effective date of such suspension or termination or limit the State's rights in such.

At the State's request, the Grantee must immediately prepare a final report and deliver such report to the State. The report must detail the work completed OR not processed prior to the time of notice. If applicable, the report must include the percentage of the Activity's completion, estimated time for delivery of all orders received but not processed, any costs incurred by the Grantee in doing the Grant

Requirements to date, and any Deliverables completed or partially completed but not delivered to the State at the time of notice. Based on the State's approval of the final report and as directed, the Grantee must deliver work, whether completed or not, to the State. Any Deliverables will be subject to approval by the State. The Grantee may be entitled to payment for any Deliverables that have been delivered and accepted at a pro-rated amount based on the compensation structure of this Agreement.

1. Agreement Suspension.

- a. Suspension for Cause. If the Grantee fails to perform any one of the Grantee's obligations under this Agreement, the Grantee will be in Default and the State may suspend rather than terminate this Agreement. In the case of suspension for Default, the State will be entitled to all remedies available under this Agreement.
- b. Suspension for Convenience. In the case of a suspension for the State's convenience, the amount of compensation due to the Grantee for work performed before the suspension will be determined in the same manner as provided in Section H.2.a. for termination for the State's convenience or the Grantee may be entitled to compensation for work performed before the suspension.

The notice of suspension, whether with or without cause, will be effective immediately, on the Grantee's receipt of the notice.

The State may not suspend the work for its convenience more than twice during the term of this Agreement, and any suspension for the State's convenience may not continue for more than 30 calendar days. If the Grantee does not receive notice to resume or terminate the work within the 30-day suspension, then this Agreement will terminate automatically for the State's convenience at the end of the 30-calendar day period.

2. Agreement Termination.

- a. Termination for Convenience. DCY may terminate this Agreement for its convenience after issuing written notice to the Grantee. The Grantee will be entitled to the pro-rated price for any Deliverable or portion of a Deliverable that the Grantee has delivered and the DCY has accepted before the termination. Total payments will not exceed the amount payable to the Grantee as if the Agreement or order had been fully performed, and the DCY will not be entitled to any refund of fees already paid by the DCY before the date of termination. This will be the Grantee's exclusive remedy in the case of termination for convenience and is available to the Grantee only after the Grantee has submitted a proper invoice.
- b. Termination for Cause. If the Grantee fails to perform any of its obligations under this Agreement, the Grantee will be in Default, and DCY may terminate this Agreement in accordance with this Section. If this Agreement is terminated for cause, DCY will be entitled to a pro rata refund of any prepaid fees for the applicable orders subject to the termination. Termination for cause includes but is not limited to:
 - i. Termination for Persistent Default. DCY may terminate for Defaults that are cured but are persistent. "Persistent" means three or more Defaults. After providing notification to the Grantee of its third Default, DCY may terminate without providing the Grantee with an opportunity to cure. The three Defaults are not required to be related to each other in any way.
 - ii. Termination for Endangered Performance. DCY may terminate if it determines that the performance is endangered through no fault of its own.
 - iii. Termination for Financial Instability. DCY may terminate if the Grantee fails to timely pay its subgrantees and/or subcontractors, files a petition in bankruptcy or similar action, or DCY finds other evidence of the Grantee's financial instability.
 - iv. Termination for Delinquency, Violation of Law. DCY may terminate if it determines that the

Grantee is delinquent in its payment of federal, state or local obligations including but not limited to taxes, workers' compensation insurance premiums, unemployment compensation contributions, child support, court costs or any other obligation owed to a State agency or political subdivision. DCY also may terminate if it determines that the Grantee has violated any law during the performance of this Agreement.

- v. Termination for subgrantee and/or subcontractor Default. DCY may terminate for Default caused by the Grantee's subgrantees and/or subcontractors. Any claims of its subgrantees and/or subcontractors due to suspension or termination will be the sole responsibility of the Grantee; and
- vi. Termination for Failure to Retain Certification, License, and Permits. DCY may immediately terminate if Grantee fails to obtain and maintain all official permits, approvals, licenses, certifications (Including CRP, MBE, EDGE and Veteran Friendly Business Enterprise certifications), and similar authorizations required by this Agreement or by any local, state, or federal law throughout the duration of this Agreement.
- H. <u>Time Is of the Essence</u>. Time is of the essence in this Agreement. The Grantee must deliver Deliverables and meet milestones as required by the Agreement or coordinate an acceptable date and time for delivery with the DCY. If the Grantee is not able to or does not provide the Deliverables to DCY or meet milestones by the date and time set forth in the Agreement or agreed upon by the parties, the State may obtain any remedy as described herein or any other remedy at law.

ARTICLE VIII. AGREEMENT CONSTRUCTION

A. Agreement Amendments / Waiver.

- 1. Amendments. No change to any provision of this Agreement will be effective unless it is in writing and signed by the parties to this Agreement. However, the State may document non-material changes in writing and provide notice to the Grantee. Unless specifically provided otherwise in this Agreement or agreed to in writing by DCY, no terms or conditions included on a Grantee's quote or ordering document will be valid or enforceable against the State and are specifically excluded from this Agreement. No "click-through," "shrink-wrap," "browse-wrap," or other terms that have not been specifically negotiated by the Grantee and the State, whether before, on, or after the date of this Agreement, will be effective to add or modify the terms of this Agreement, regardless of any party's "acceptance" of those terms by electronic means.
- 2. Waiver. The failure of either party at any time to demand strict performance by the other party of any of the terms of this Agreement will not be a waiver of those terms or to any other terms of this Agreement. Waivers must be in writing to be effective, and either party may at any later time demand strict performance.
- B. <u>Assignment / Delegation</u>. The Grantee must not assign any of its rights nor delegate any of its duties under this Agreement without written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.
- C. <u>Binding Effect</u>. Subject to the limitations on assignment provided elsewhere in this Agreement, this Agreement will be binding upon and inure to the benefit of the respective successors and assigns of the State and the Grantee.
- D. <u>Language Construction</u>. This Agreement will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.
- E. <u>Days and Times</u>. When this Agreement refers to days, it means calendar days, unless it expressly provides otherwise. When this Agreement refers to times, it means Columbus, Ohio local time.

- F. <u>Headings</u>. The headings in this Agreement are for convenience only and will not affect the interpretation of any of the Agreement terms and conditions.
- G. <u>Injunctive Relief</u>. Nothing in this Agreement is intended to limit the State's right to injunctive relief if such is necessary to protect its interests or to keep it whole.
- H. <u>Notices</u>. For any notice under this Agreement to be effective, the notice must be made in writing and delivered to the appropriate contact provided in the Agreement.
- I. Order of Priority. Unless otherwise stated in this Agreement, the terms and conditions of this Agreement will take precedence over the attached exhibits or any other terms and conditions or documents referenced or incorporated by reference in this Agreement, including but not limited to the Funding Opportunity and the Provider's Proposal Application. In the event that this Agreement fails to clarify any inconsistency or ambiguity between the Funding Opportunity and the Proposal Application, the Funding Opportunity will determine the obligations of the parties. In the event of a disputed issue that is not addressed in any of the aforementioned documents, the parties hereby agree to make every reasonable effort to resolve this dispute in keeping with the objectives of this Agreement and the budgetary and statutory constraints of DCY.
- J. Publicity. The Grantee must not do the following without prior, written consent from the State:
 - 1. Advertise that the Grantee is doing business with the State;
 - 2. Use this Agreement as a marketing or sales tool; or
 - 3. Affix any advertisement or endorsement, including any logo, graphic, text, sound, video, and company name, to any State-owned property, application, or website, including any website hosted by Grantee or a third party.
- K. <u>Severability</u>. If any provision of the Agreement or the application of any provision is held by a court to be contrary to law, the remaining provisions of the Agreement will remain in full force and effect.
- L. <u>Subcontracting</u>. The State recognizes that it may be necessary for the Grantee to use a subgrantee and/or subcontractor to perform a portion of the work under the Agreement. In those circumstances, the Grantee must submit a list identifying the Grantee's subgrantees and/or subcontractors. The Grantee may not enter into subcontracts related to the Agreement after award without written approval from the State. If any change occurs during the term of the Agreement, that requires a change to identified subgrantees and/or subcontractors, the Grantee must amend its list of subgrantees and/or subcontractors and request written approval from the State. The State reserves the right to reject any subgrantee and/or subcontractor submitted by the Grantee.

All subcontracts will be at the sole expense of the Grantee and the Grantee will be solely responsible for payment of its subgrantees and/or subcontractors. The Grantee assumes responsibility for all subcontracting and third-party manufacturer work performed or product delivered under the Agreement. All agreements with subgrantees and/or subcontractors must incorporate the applicable terms of this Agreement by reference and include the following provisions: (1) the subgrantees and/or subcontractor agrees to be bound by all applicable terms and conditions of this Agreement; and (2) the terms of this Agreement prevail over any conflicting terms of the agreement with the subgrantee and/or subcontractor. The Grantee will be the sole point of contact for all contractual matters.

- M. <u>Survivorship</u>. All sections herein relating to payment, confidentiality, license and ownership, indemnification, maintenance, publicity, warranties and limitations on damages will survive the termination of this Agreement. In addition, to the extent necessary to carry out the purpose of this Agreement, all other terms, conditions, representations or warranties contained in this Agreement will survive the expiration or termination of this Agreement.
- N. <u>Counterparts</u>. This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- O. <u>Entire Agreement</u>. This Agreement supersedes all prior agreements, written or oral, between Grantee and the State and shall constitute the entire agreement and understanding between the parties with

respect to the subject matter hereof. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended, or altered except by a writing signed by the State and Grantee.

ARTICLE IX. LIABILITY PROVISIONS

A. General Representations and Warranties. The Grantee warrants that:

- 1. The recommendations, guidance, and performance of the Grantee under this Agreement will be in accordance with the industry's professional standards, the requirements of this Agreement and without any material defect.
- 2. No Deliverable will infringe on the intellectual property rights of any third party.
- 3. All warranties are in accordance with the Grantee's standard business practices.
- 4. The Deliverables are merchantable and fit for the particular purpose described in this Agreement and will perform substantially in accordance with its user manuals, technical materials, and related writings.
- 5. The Deliverables comply with all governmental, environmental and safety standards.
- 6. The Grantee has the right to enter into this Agreement.
- 7. The Grantee has not entered into any other agreements or employment relationships that restrict the Grantee's ability to perform under this Agreement.
- 8. The Grantee will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control.
- 9. The Grantee has good and marketable title to any Deliverable delivered under this Agreement for which title passes to the State.
- 10. The Grantee has the right and ability to grant the license granted in any Deliverable for which title does not pass to the State.
- 11. For one year from the delivery date of any products or software, the products or software will be free of material defects.

The Grantee must notify the State in writing immediately upon the discovery of any breach of the warranties given above. Further, if any work of the Grantee or any Deliverable fails to comply with these warranties, and the Grantee is so notified in writing, the Grantee will correct such failure in a commercially reasonable time or as specified in the Agreement. If the Grantee fails to comply, the Grantee will refund the amount paid for the Deliverable. The Grantee will also indemnify the State for any direct damages and claims by third parties based on breach of these warranties.

Any other express warranties offered by the Grantee will be a minimum of one year from Acceptance or the Grantee's standard warranty, whichever is longer.

B. <u>Indemnity</u>.

- General Indemnity. The Grantee must indemnify the State for all liability and expense arising out
 of the performance of this Agreement, provided that such liability or expense is due to the
 negligence or other tortious conduct of the Grantee, its employees, agents, or subcontractors
 and/or subgrantees. The Grantee will not be responsible for any damages or liability to the extent
 caused by the negligence or willful misconduct of the State, its employees, other contractors, or
 agents.
- 2. Security Incident Indemnity. Grantee must indemnify the State for all third-party liability and expense resulting from a Security Incident (defined in Article V) arising from Grantee's performance under this Agreement and involving Agreement Data. Damages resulting from the Security Incident will be considered direct damages under this Agreement and include the following: (i) expenses for legally-required notification of impacted individuals; (ii) responding to inquiries from such notifications; (iii) government fines and penalties assessed against the State; (iv) costs to the State for investigations, audits or forensic services as applicable related to the Security Incident; (v) mitigation measures, including 12 months of credit monitoring and identity theft protection for individuals impacted by the Security Incident; (vi) costs to the State to reconstruct data that was lost or to repair any damaged State information technology infrastructure; and (vii) other such expenses incurred by the State as a result of the Security

Incident involving Agreement Data. Regardless of any limitation on liability of any kind in this Agreement, the Grantee will be responsible for acquiring one year's identity theft protection services on behalf of any individual or entity whose personally identifiable information is compromised while it is in the Grantee's possession. Grantee's indemnification obligations under this paragraph apply whether the expenses or costs incurred by the State are performed by State employees or hired contractors. Grantee must also work with the State to directly notify impacted individuals or persons as required by Chapters 1347 and 1349 of the Ohio Revised Code or as otherwise directed by the State.

- 3. <u>Infringement Indemnity.</u> The Grantee must indemnify, release, protect, and hold the State harmless from any third party claim of infringement of a copyright, patent, trade secret, or similar intellectual property right based on the State's proper use of any Deliverable under this Agreement. This obligation of indemnification will not apply where the State has modified or misused the Deliverable and the claim of infringement is based on the modification or misuse. If a successful claim of infringement is made, or if the Grantee reasonably believes that an infringement claim that is pending may actually succeed, the Grantee must take one of the following four actions within an acceptable timeframe:
 - a. Modify the Deliverable so that the Deliverable is no longer infringing;
 - b. Replace the Deliverable with an equivalent or better item;
 - c. Acquire the right for the State to use the infringing Deliverable as intended; or
 - d. Remove the infringing Deliverable and refund the fee the State paid for such Deliverable and any other affected Deliverable.
- 4. <u>Indemnity Procedure.</u> For the Grantee's indemnification obligations in this section, the State agrees to: (i) give the Grantee notice of any claim under this section as soon as reasonably practicable; (ii) give the Grantee the authority to settle or otherwise defend any such claim only upon consultation with and approval by the Ohio Attorney General; and (iii) assist with and cooperate in such defense or settlement as reasonably necessary and at Grantee's expense. The State has the right to participate in the defense or settlement or any claim at its own expense.
- C. <u>Insurance</u>. Until all obligations under this Agreement are satisfied, and without limiting Grantee's indemnification obligations herein, Grantee must procure and maintain, for the duration of the Agreement, the insurance policies set forth below. Grantee must procure and maintain insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services hereunder by the Grantee, its agents, representatives, or employees. All commercial insurance required must be provided by insurers with a rating of not less than A-VII from A.M. Best or a comparable rating agency, unless otherwise accepted by the State.

Coverage shall be at least as broad as:

- 1. Automobile Liability: covering Symbol 1 (any auto), or if Grantee has no owned autos, Symbol 8 (hired) and 9 (non-owned), with a limit of no less than \$1,000,000 per accident for bodily injury and property damage.
- 2. Workers' Compensation insurance as required by the State of Ohio, or the state in which the work will be performed, with statutory limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. If Grantee is a sole proprietor, partnership or has no statutory requirement for workers' compensation, Grantee must provide a letter stating that it is exempt and agreeing to hold the State harmless from loss or liability for such.
- 3. Professional Liability (Errors and Omissions) Insurance appropriate to the Grantee's profession, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage must be sufficiently broad to respond to the duties and obligations as is undertaken by Grantee in this Agreement and must cover all applicable Grantee personnel or subcontractors where professional services related to this Agreement.

4. Cyber liability (first and third party) with limits not less than \$2,000,000 per claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Grantee in this agreement and shall include claims involving infringement of intellectual property, including infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The coverage shall provide for breach response costs as well as regulatory fines and penalties and credit monitoring expenses with limits sufficient to respond to these obligations.

The insurance obligations under this Agreement are the minimum Insurance coverage requirements and/or limits shown in this Agreement. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, will be available to the State of Ohio. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Grantee under this Agreement.

Pursuant to Section 2743.02(D) of the Ohio Revised Code, all applicable insurance or other means of recovery will apply to any claim arising from the Grantee's Requirements relating to this Agreement on a primary basis. The insurance or self-insurance maintained by the State will not contribute to claims made due to the Grantee's negligence, errors, or omissions. No subrogation demands will be made against the State of Ohio, except where there is negligence on the part of the State, and any such demands will be reduced by all collateral recovery sources available to or received by the claimant.

<u>Umbrella or Excess Insurance Policies.</u> Umbrella or excess commercial liability policies may be used in combination with primary policies to satisfy the limit requirements above. Such umbrella or excess commercial liability policies must apply without any gaps in the limits of coverage and be at least as broad as and follow the form of the underlying primary coverage required above.

Notice of Cancellation. Grantee must provide the State of Ohio with written notice of cancellation of any insurance policy required above as soon as possible and must use best efforts to notify the State at least 30 days in advance of such cancellation. A lapse in any required insurance coverage during this Agreement will be a breach of this Agreement.

<u>Deductibles and Self-Insured Retentions.</u> Self-insured retentions must be declared to and approved by the State. The State may require the Grantee to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The policy language must provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the State. Any and all deductibles and self-insured retentions will be the sole responsibility of the Grantee or subgrantee and/or subcontractor who procured such insurance and will not apply to the indemnified additional insured parties. The State may deduct from any amounts otherwise due to the Grantee to fund the self-insured retentions. Policies must not contain any self-insured retention provision that limits the satisfaction of the self-insured retention to the named insured. The policy must also provide that defense costs, including the allocated loss adjustment expenses, will satisfy the self-insured retention. The State reserves the right to obtain a copy of any policies and endorsements for verification.

<u>Claims Made Policies</u>. If any of the required policies provide coverage on a claims-made basis:

- 1. The retroactive date must be shown and must be before the date of the Agreement or the beginning of contract work.
- 2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract work; and
- 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Agreement effective date, the Grantee must purchase

"extended reporting" coverage for a minimum of five years after completion of contract work. The discovery period must be active during the extended reporting period.

<u>Verification of Coverage.</u> Grantee must furnish the State of Ohio with certificates of insurance and amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause. All certificates are to be received and approved by the State of Ohio before work commences. However, failure to obtain the required documents prior to the work beginning will not waive the Grantee's obligation to provide them. The State of Ohio reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

<u>Subgrantees and/or Subcontractors.</u> Grantee must require and verify that all subgrantees and/or subcontractors maintain insurance with sufficient limits for the nature of the products or services they are providing and Grantee must ensure that the State of Ohio is an additional insured on commercial general liability insurance required from subgrantees and/or subcontractors. Grantee will indemnify the State for damages that exceed a subgrantee's and/or subcontractor's policy limits.

<u>Special Risks or Circumstances.</u> The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances, as mutually agreed with the Grantee and incorporated into the Agreement by written amendment.

- D. <u>Limitation of Liability</u>. The parties agree as follows:
 - 1. Neither party will be liable for any indirect, incidental or consequential loss or damage of any kind including but not limited to lost profits, even if the parties have been advised, knew, or should have known of the possibility of damages.
 - 2. Notwithstanding any other limitation provisions and pursuant to Section 9.27 of the Ohio Revised Code, the Grantee is liable for any direct loss to the State for bodily injury, death, or damage to property of the State caused by the negligence, intentional or willful misconduct, fraudulent act, recklessness, or other tortious conduct of the Grantee or Grantee's employees or agents during its performance under this Agreement.
 - 3. Notwithstanding any other limitation provisions, the Grantee is liable for any other direct loss or damage to the State caused by the gross negligence, intentional or willful misconduct, fraudulent act, recklessness, or other tortious conduct of the Grantee or Grantee's employees or agents during its performance under this Agreement.
 - 4. Any limitation provisions contained in the documents and materials incorporated by reference into this Agreement are considered stricken and of no force and effect.
 - 5. All limitations provisions in this Agreement are only to the extent such limitations do not impose an unlawful indemnification on the State.
- E. Product Recall. In the event a Deliverable has been recalled, seized, or embargoed and/or has been determined to be misbranded, adulterated, or in the case of consumable product, found to be unfit for human consumption by the packer, processor, manufacturer or by any state or federal regulatory agency, the Grantee must notify DCY within two business days after notice has been given. The Grantee must, at the option of the DCY, either reimburse the purchase price or provide an equivalent replacement product at no additional cost. The Grantee must remove and/or replace affected product within a reasonable time as determined by DCY. At the option of DCY, the Grantee may be required to reimburse storage and handling fees to be calculated from time of delivery and acceptance to actual removal. The Grantee will bear all costs associated with the removal and proper disposal of the affected product. Failure to reimburse the purchase price or provide equivalent replacement product will be considered a Default.

ARTICLE X. REGULATORY AGREEMENT REQUIREMENTS

A. <u>Antitrust</u>. The State and the Grantee recognize that, in actual economic practice, overcharges resulting from antitrust violations are usually borne by the State. Pursuant to Section 109.81 of the Ohio Revised

Code, the Grantee therefore assigns to the State all state and federal antitrust claims and causes of action that the Grantee has or acquires relating to the goods and services acquired under this Agreement.

- B. <u>Appropriation of Funds</u>. The State's funds are contingent upon the availability of lawful appropriations. If the Ohio General Assembly or any third party providing funding fails at any time to continue funding for the payments or any other obligations due by the State under this Agreement, the State will be released from its obligations on the date funding expires. If appropriations are approved, the State may continue this Agreement past the current biennium by issuing written notice of continuation to the Grantee. Any obligations of the State are subject to Section 126.07 of the Ohio Revised Code.
- C. <u>Campaign Contributions</u>. Unless this Agreement was solicited by competitive bid pursuant to Section 125.07 of the Ohio Revised Code, Grantee hereby certifies that all applicable parties are in full compliance with Section 3517.13 of the Ohio Revised Code.
- D. <u>Compliance with Law</u>. The Grantee must comply throughout the duration of the Agreement with all applicable federal, state, and local laws and Executive Orders while performing under this Agreement.
- E. <u>Conflict of Interest/Ethics</u>. Grantee represents, warrants and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws including but not limited to Chapter 102 and Sections 2921.42 and 2921.43 of the Ohio Revised Code. Grantee further represents, warrants, and certifies that neither Grantee nor any of its employees will do any act that is inconsistent with such laws or is otherwise a conflict of interest.
- F. <u>Grantee's Warranty Against an Unresolved Finding for Recovery</u>. Throughout the Agreement term, the Grantee warrants that the Grantee is not subject to an unresolved finding for recovery pursuant to Section 9.24 of the Ohio Revised Code. If the warranty is false on the date the parties signed this Agreement, the Agreement is void *ab initio*, and the Grantee must immediately repay any funds paid under this Agreement.
- G. <u>Debarment</u>. Throughout the Agreement term, the Grantee represents and warrants that neither it nor any of its subgrantees and/or subcontractors are debarred from consideration for contract awards by any governmental agency. If this representation and warranty is found to be false on the date the parties signed this Agreement, this Agreement is void *ab initio*, and the Grantee must immediately repay any funds paid under this Agreement.
- H. <u>Drug Free Workplace</u>. The Grantee agrees to comply with all applicable state and federal laws regarding drug-free workplace and must make a good faith effort to ensure that all Grantee employees, while working on State property or performing work on behalf of the State, will not purchase, transfer, use, be under the influence of, or possess illegal drugs, non-medical cannabis (recreational marijuana), or alcohol, or abuse prescription drugs or medical marijuana in any way.
- I. Prohibition of The Expenditure of Public Funds for Offshore Services. No State Cabinet Agency, Board or Commission will enter into any agreement to purchase services provided outside of the United States or that allows State Data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available outside of the United States, unless DCY obtains a duly signed waiver from the State. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services the Grantee performs or for data located outside of the United States for which a waiver was not received. The State does not waive any other rights and remedies provided to the State in this Agreement.

Further, no State agency, board, commission, State educational institution, or pension fund will make any purchase from or investment in any Russian institution or company. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid to Grantee for purchases or investments in a Russian institution or company in violation of this paragraph.

The Grantee must complete the <u>Contractor/Subcontractor Affirmation and Disclosure Form</u> affirming the Grantee understands and will meet the requirements of the above prohibition. During the performance of this Agreement, if the Grantee changes the location(s) disclosed on the Affirmation and Disclosure Form, Grantee must complete and submit a revised Affirmation and Disclosure Form to DCY reflecting such changes. The applicable provisions of this section will expire if the applicable Executive Order is no longer effective.

- J. <u>Governing Law</u>. This Agreement is governed by the laws of the State of Ohio, and the venue for any disputes will be exclusively with the appropriate court in Franklin County, Ohio.
- K. <u>Independent Contractor Acknowledgement</u>. It is fully understood and agreed that Grantee is an independent contractor and is not an agent, servant, or employee of the State. Grantee declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities. Additionally, Grantee understands that as an independent contractor, it is not a public employee and is not entitled to contributions from the State to any public employee retirement system.

Grantee acknowledges and agrees any individual providing personal services under this Agreement is not a public employee for purposes of Chapter 145 of the Ohio Revised Code. Unless Grantee is a "business entity" as that term is defined in Section 145.037 of the Ohio Revised Code ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business"), Grantee must have any individual performing services under the Agreement complete and submit to DCY the Independent Contractor/Worker Acknowledgement form.

Grantee's failure to complete and submit the Independent Contractor/Worker Acknowledgement form at the time Grantee executes this Agreement will serve as Grantee's certification that Grantee is a "business entity" as that term is defined in Section 145.037 of the Ohio Revised Code.

- L. Registration with the Secretary Of State. Grantee certifies that it is one of the following:
 - 1. A domestic corporation that is properly registered with the Ohio Secretary of State; or
 - 2. A foreign corporation, not incorporated under the laws of the State of Ohio, but is registered with the Ohio Secretary of State pursuant to Sections 1703.01 to 1703.31 of the Ohio Revised Code, as applicable; or
 - 3. Exempt from the registration requirements of the Ohio Secretary of State.
- M. <u>Taxes</u>. Pursuant to Section 5739.02 of the Ohio Revised Code, the State is exempt from sales tax. Pursuant to Section 5741.02(C) of the Ohio Revised Code, the State is exempt from use tax.
- N. <u>Trade</u>. Pursuant to Section 9.76(B) of the Ohio Revised Code, Grantee warrants that Grantee is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the Agreement period.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States or transact business with any entity or individual subject to financial sanctions imposed by the United States. The Grantee certifies that it, its subgrantees and/or subcontractors, and any agent of the Grantee or its subgrantees and/or subcontractors, will acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those entities and individuals subject to sanctions can be found at https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-

<u>persons-list-sdn-human-readable-lists</u>. These sanctions generally preclude most transactions involving Cuba, Iran, and Sudan, and most imports from Burma or North Korea.

- O. <u>Use of MBE and Edge Vendors</u>. Section 125.081 of the Ohio Revised Code requires State agencies to set-aside purchases for Minority Business Enterprises (MBE) and Executive Order 2008-13S encourages use of Encouraging Diversity, Growth and Equity (EDGE) businesses. Therefore, the State encourages the Grantee to purchase goods and services from Ohio certified MBE and EDGE vendors.
- P. <u>Legal Representation and Rights.</u> The Ohio Attorney General is the chief law officer for the State of Ohio, its agencies, boards and commissions, and only the Ohio Attorney General has the authority to appoint outside legal counsel to represent the State. Grantee agrees that any provisions in this Agreement or any documents incorporated by reference that provide or allow for outside legal representation to defend or settle claims on behalf of the State or provide for a third party to have sole control of a defense or settlement of a claim do not meet the requirements of state law and are considered stricken. Grantee also agrees that, unless specifically agreed to in writing by the State, any provisions that require or provide for a waiver of any legal rights, remedies, or litigation defenses (i.e., waiver of a jury trial) do not meet the requirements of state law and are considered stricken.
- Q. <u>Statute of Limitations.</u> Statutes of limitations generally do not apply to actions brought by the State and any such provisions in this Agreement or in any documents incorporated by reference are considered stricken.
- R. Restrictions on Lobbying. Grantee affirms that no federal funds paid to Grantee by DCY through this Agreement or any other agreement have been, or will be, used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any lobbying activity. Activity includes, but is not limited to serving on a committee with the responsibility over lobbying decisions designed to influence Congress or any State government, State legislature, or local legislature or legislative body. Grantee further affirms compliance with all federal lobbying restrictions, including 31 USC 1352 and with the Ohio executive agency lobbying restrictions contained in R.C. 121.60 through 121.69. If this Agreement exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00), Grantee affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations.
- S. Accessibility Requirements. If applicable, the Grantee warrants it will comply with federal and state disabilities laws and regulations and also warrants that the Deliverables provided under this Agreement conform to the applicable accessibility requirements of WCAG 2.1 Level AA or the most current version (the "Accessibility Standards"), Section 508 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act. The Grantee must promptly respond to and resolve any complaint regarding accessibility of its products and services. If at any time, the Deliverables provided under this Agreement do not fully conform to the Accessibility Standards, the Grantee must immediately notify the State in writing of the nonconformance and provide to the State a plan to achieve conformance to the Accessibility Standards, including an intended timeline for conformance. The Grantee further agrees to indemnify and hold harmless the State from any claims or damages arising out of Grantee's failure to comply with the requirements of this section. Failure to comply with these requirements will constitute a material breach of this Agreement for which the State may terminate this Agreement.

ARTICLE XI. PROGRAM RELATED TERMS AND CONDITIONS

Agreement Specific Data Security and Privacy Terms

1. Grantee Access

When the Grantee accesses State network systems and data, including remotely, the Grantee must maintain a robust security capability that incorporates generally recognized system hardening techniques. The Grantee must use appropriate measures to ensure that State Data is secure before transferring control of any systems or media on which State Data is stored. The method of securing the State Data must be in

alignment with the required data classification. The Grantee may permit State Data to be loaded onto portable computing devices or portable storage components or media only if adequate security measures are in place to ensure the integrity and security of State Data. The transfer of any such system or media must be reasonably necessary for the performance of the Grantee's obligations under the Agreement. The Grantee shall use multifactor authentication to limit access to systems that contain Sensitive Data.

State Data must be encrypted when stored on any portable computing or storage device or media or when transmitted across any data network. The Grantee must also maintain an accurate inventory of all such devices and the individuals to whom they are assigned. The Grantee must have reporting requirements for lost or stolen portable computing devices authorized for use with State Data and must report any loss or theft of such devices to the State in writing.

2. HIPAA Compliance

When the Grantee is handling State Data that includes health or medical data, the Grantee must comply with the data handling and privacy requirements of HIPAA and its associated regulations. Additionally, some or all of the State Data may be client identifying information covered by 42 C.F.R. Part 2. Grantee may only disclose such client identifying information back to the State and is bound in all respects by the regulations of 42 C.F.R. Part 2.

ARTICLE XII. GLOSSARY

The following definitions are applicable to all components of the Agreement:

- A. Acceptance: Approval and retention by the DCY of any products, supplies, services or other Deliverables, delivered to fulfill Agreement requirements.
- B. Agreement Data: State Data that Grantee has access to, transmits, processes, possesses, creates or stores in providing services to the State.
- C. Default: The omission or failure to perform any obligation under this Agreement.
- D. Deliverable: Any Grantee-provided products, supplies, services or work product described in the specifications of the Agreement.
- E. State: The State of Ohio.
- F. State Data: All data and information provided by, created by, created for, or related to the activities of the State and any information from, to, or related to all persons that conduct business or personal activities with the State, including, but not limited to, Confidential Data (defined in Article V). All State Data is and will remain the property of the State and, unless specifically provided otherwise in the Agreement, Grantee acquires no right, title, or interest in or to State Data.

Signature Page and Exhibits Follow:

Remainder of page intentionally left blank.

List of Exhibits:

Exhibit 1: Grant Requirements Exhibit 2: WWK SFY26-27.xlsx

Exhibit 3: Affirmation and Disclosure Form

OHIO DEPARTMENT OF CHILDREN AND YOUTH GRANT AGREEMENT for Wendy's Wonderful Kids (WWK)

SIGNATURE PAGE

DCY-G-2627-0003

THE PARTIES HAVE EXECUTED THIS GRANT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE OHIO DEPARTMENT OF CHILDREN AND YOUTH.

Dave Thomas Foundation for Adoption	Ohio Department of Children and Youth	
E-SIGNED by Rita L Soronen 5nSIGNED հիչ Ritagty Զգրընգո on 2025-08-14 14:27:36 EST	GASIGNED by Have BAYVENCE CHASIGNED by Marke BAYVENCE CON 1875-18-14 14-3-157-EST	
Authorized Signature	Kara B. Wente, Director	
Rita L Soronen	2025-08-14 14:31:57	
Printed Name	Date M.C.	
2025-08-14 14:27:36		
Date		
4900 Tuttle Crossing Boulevard Dublin. Ohio 43016	246 North High Street Columbus. Ohio 43215	

Exhibit 1: Grant Requirements

Grant Requirements and Deliverables

- A. Grantee must coordinate statewide recruitment efforts with Public Children Services Agencies (PCSAs), Private Child Placing Agencies (PCPAs), Private Non-custodial Agencies (PNAs) and DCY for children waiting in foster care, with an emphasis on Ohio's focus populations (i.e., children in permanent planned living arrangements, and children in the permanent custody of a PCSA who are over the age of nine, part of a sibling group, and/or in care for two or more years). The WWK program may also serve other youth waiting in foster care who are at risk of aging out of foster care without a legally permanent family, at the request of a PCSA. Youth referred to the WWK program must be under the age of eighteen at the time of referral but can continue to be served after the age of eighteen.
- B. Grantee must maintain caseloads of 12-15 active youth per recruiter.
- C. Grantee must provide child-focused recruitment services.
- D. Grantee must provide diligent search services for potential adoptive families, and as appropriate, legal guardianship or reunification families, including aggressive follow-up with identified contacts.
- E. Grantee must maintain and provide to DCY on a monthly basis a Schedule of Narrative and Financial and Statistical Reports, including progress reports on the following:
 - 1. Number of children served;
 - 2. Number of children matched via a matching conference;
 - 3. Number of pre-adoptive placements and visits completed;
 - 4. Number of adoption finalizations, legal guardianships, and reunifications of child and family; and
 - 5. An updated summary of Grantee's expenses under this Agreement.
- F. Grantee must complete and submit year-end evaluations to DCY by July 31, 2026 and July 31, 2027.
- G. Grantee must submit a status report to DCY each month providing a status update on all Deliverables.
- H. Grantee must ensure all recruiters perform the following services:

- Conduct initial referral services by establishing contact with each child's caseworker to introduce the role of Wendy's Wonderful Kids (WWK), gather initial referral information, establish a date to begin case file review and schedule an initial meeting with each child.
- Build relationships by having, at a minimum, monthly meetings with each child inperson to develop openness and trust. If in-person meetings are impracticable due
 to the child's circumstances, recruiters must consult with their WWK supervisor
 and Grantee Adoption Program Manager on alternate means to facilitate monthly
 communication with the child.
- 3. Conduct in-depth case record reviews of the existing case file (including SACWIS data systems) to identify:
 - i. Date and reason child entered the system;
 - ii. Child's most recent profile and/or assessment;
 - iii. Chronological placement history;
 - iv. Significant services provided to the child, currently or in the past;
 - v. Identification of needed services;
 - vi. All significant people in the child's life past and present; including, but not limited to, caseworkers, foster parents, attorneys, court-appointed special advocate (CASA) volunteers, teachers, therapists, relatives, mentors, faith-based representatives, extracurricular activity leaders, etc.; and
 - vii. Upcoming court date(s).
- 4. Implement the process of identifying, locating, and contacting persons with whom the child already has, or had, a bond or relationship with, including birth, kin, and adoptive relatives, with the knowledge and approval of the child's caseworker. Recruiters must diligently search for potential legally permanent families, to include aggressive follow-up with identified contacts.
- 5. Develop an initial written assessment of each child's readiness for adoption, and provide updated assessments quarterly to assess the child's strengths,

- challenges, desires, preparedness for adoption and whether the child has needs that should be addressed before moving forward with adoption. If so, work with the child's caseworker to meet the child's needs. A copy of the assessment and updates must be provided to the child's caseworker upon completion. This assessment must occur on an ongoing basis until finalization occurs.
- 6. Provide adoption preparation to understand and address any barriers to adoption, including the child's willingness to be adopted and educate the child about adoption. During the matching process, assess whether the family is adequately prepared to meet the needs of the WWK child.
- 7. Build a network with persons close to and knowledgeable about the child, such as relatives, foster parents, caseworkers, attorneys, CASA volunteers, teachers, therapists, mentors, faith-based representatives, extracurricular activity leaders, etc., and maintain regular and ongoing contact with them.
- 8. Attend scheduled meetings regarding the child including, but not limited to, the pre-adoptive staffing, matching conferences, permanency roundtables (PRTs), youth-centered permanency roundtables (YCPRTs) and semiannual administrative reviews (SARs) as invited.
- 9. Develop a comprehensive recruitment plan or enhance the existing recruitment plan, based on the file review, interviews with significant adults, and the input of the child. The plan must be customized and defined by each child's needs. The plan must be reviewed at minimum monthly and updated quarterly. A copy of the plan and updates must be provided to the child's caseworker upon completion.
- 10. Recruiters must maintain case files to document child-focused recruitment efforts.

State's Obligations

- A. The State grants permission to Grantee to publicly share non-identifying, aggregate data regarding performance and the population of children served by the Grantee's WWK program. The Grantee must notify the State in writing at least a week prior to the sharing of the data.
- B. The State acknowledges that it has received and will follow all guidelines and procedures

- for using the Grantee name or logo as outlined in Grantee's "Brand Guidelines for WWK Agencies" document. Upon termination of this Agreement, State shall remove any language regarding this Agreement, Grantee, WWK, or the child-focused recruitment model from its materials, including but not limited to State's website.
- C. The State may present information on the WWK program at conferences, trainings, or other formal presentations with prior approval from Grantee. State must provide Grantee notice at least one (1) week prior to submitting an abstract or proposal (if one is required) or prior to the presentation (if abstract or proposal are not required) and provide any and all materials for approval. Materials must abide by the "Brand Guidelines for WWK Agencies" document.
- D. In all public statements referring to Grantee, the State shall refer to Grantee as "the Dave Thomas Foundation for Adoption" and shall refer to Grantee as a "nonprofit public charity in the United States with the mission of dramatically increasing the number of adoptions of children waiting in North America's foster care systems."
- E. The State shall receive prior written approval from Grantee before conducting or authorizing research involving the WWK program or the child-focused recruitment model and before sharing any research results with any external parties.
- F. The State shall make no use whatsoever of the name "The Wendy's Company®" or any trademarks or logos associated therewith without the written permission of Grantee.

Exhibit 2: WWK SFY26-27.xlsx

BUDGET CATEGORIES					
	Complete by State Fiscal Year - SFY (Jul - Jun) TOTAL			TOTAL	
Object Cost Categories (Object Cost Categories can be removed or modified and names changed in lines 7 through 13 as needed.)	SFY26 Budget	SFY27 Budget			
Personnel	\$300,000.00	\$300,000.00			\$600,000.00
Fringe	\$75,000.00	\$75,000.00			\$150,000.00
Travel	\$0.00	\$0.00			\$0.00
Equipment	\$0.00	\$0.00			\$0.00
Supplies	\$0.00	\$0.00			\$0.00
Contractual*	\$0.00	\$0.00			\$0.00
Grant Fees	\$8,875,000.00	\$8,875,000.00			\$17,750,000.00
Total Direct Costs	\$9,250,000.00	\$9,250,000.00	\$0.00	\$0.00	\$18,500,000.00
Indirect Costs***	\$750,000.00	\$750,000.00			\$1,500,000.00
Total Costs	\$10,000,000.00	\$10,000,000.00	\$0.00	\$0.00	\$20,000,000.00

FORECASTING PER QUARTER					
SFY26	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	TOTAL SFY
Federal					\$0.00
Non-Federal	\$2,722,155.00	\$2,789,908.00	\$2,295,558.00	\$2,192,379.00	\$10,000,000.00
Total	\$2,722,155.00	\$2,789,908.00	\$2,295,558.00	\$2,192,379.00	\$10,000,000.00

SFY27	1st quarter	2nd quarter	3rd quarter	4th quarter	TOTAL YEAR
Federal					\$0.00
Non-Federal	\$2,722,155.00	\$2,789,908.00	\$2,295,558.00	\$2,192,379.00	\$10,000,000.00
Total	\$2,722,155.00	\$2,789,908.00	\$2,295,558.00	\$2,192,379.00	\$10,000,000.00

Notes

Contractual* If known or anticipated. Please detail procurement methods used. List each contractor separately with amount of contract and purpose/deliverables.

Other (Specify)** Add additional lines as needed. Please include any subgrant awards here. List each subgrantee with amount of subaward, purpose/activities and confirm that the Grantee has a monitoring plan in place.

Indirect Costs*** Specify if using a Federally Accepted Negotiated Indirect Cost Rate. If using, please provide the indirect cost plan and rate award document.

Exhibit 3: Affirmation and Disclosure Form

AFFIRMATION AND DISCLOSURE FORM

prohibitions of per	that Contractor has read and unders formance of offshore services, loca utions or companies.		
performed and wh	all provide the name(s) and location ere State data will be located in the be using subcontractors, indicate "N	ne spaces provided b	elow or by attachment. If the
Contractor Name:	Dave Thomas Foundation for Adoption	Contract Number:	
1. Principal b	usiness location of Contractor:		
4900 T	uttle Crossing Blvd.	Dublin,	OH 43016
(Address)		(City, State	, Zip)

Name(s)/Principal business location(s) of subcontractor(s):

See attached list

(Nam	e)	(Address, City, State, Zip)
(Nam	e)	(Address, City, State, Zip)
	ion(s) where services will be performed by Cor	
490	00 Tuttle Crossing Blvd.	Dublin, OH 43016
(Addr	ess)	(City, State, Zip)
(Addr	ess)	(City, State, Zip)
Name	e(s)/Location(s) where services will be performe	ed by subcontractor(s):
See	e attached	
(Nam	e)	(Address, City, State, Zip)

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(Name)	(Address, City, State, Zip)

Version 5/24 Page 1 of 2

Location(s) where any State data asso seeks to provide, will be accessed, tes	ciated with any of the services Contractor is providing, or ted, maintained, backed-up, or stored:
See attached	
(Address)	(City, State, Zip)
(Address)	(City, State, Zip)
Name(s)/Location(s) where any State of is providing, or seeks to provide, will be	data associated with any of the services any subcontracto e accessed, tested, maintained, backed-up, or stored:
See attached	
(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)
	_
(Name)	(Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any contract with the State. Contractor agrees to notify the State immediately of any such change or shift in location of its services. The State has the right to terminate the contract if any services are performed or State data is located outside of the United States unless a duly signed waiver from the State has been attained.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure Form and have read and understand that this form is a part of any contract that Contractor may

enter into with	the State and is incorporated therein.
Bv:	
Autho	rized Contractor Signature
Print Name:	Rita L. Soronen

Title:	President & CEO
Date:	March 21, 2025

Version 5/24 Page 2 of 2



A Contract regarding WWK between Job and Family Services and

Approved on 8/29/2025 10:35:09 AM by Sarah Fortner, Deputy Director

Sarah Fortner Deputy Director

Approved on 8/29/2025 2:59:05 PM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director

Fairfield County Job & Family Services



Wendy's **Wonderful Kids**°

Wendy's Wonderful Kids Agencies

Brand Guidelines

May 2025

tvery child is adoptable

Overview

The Dave Thomas Foundation for Adoption has created a variety of materials to build awareness of the Wendy's Wonderful Kids (WWK) program in your community.

Visit "Additional Resources" on the DTFA University home page to access these brand guidelines and more.

If you need customized materials, this guide outlines visual requirements and messaging. Please contact your Adoption Program Manager to determine the best materials and/or approach to support your needs.

If you are contacted by a Wendy's® franchise owner or operator, please notify the Foundation prior to further communication. Please do not initiate contact with Wendy's franchise owners and operators or other representatives.

For all public events referencing WWK, please adhere to the guidelines within this document.

Please share drafts of all communications materials with the Foundation for approval prior to printing or distribution. See the "Approval Process" section for more information.

NAME

Always refer to the program by its full name, Wendy's Wonderful Kids, within external documents and conversation. The acronym "WWK" is used in this internal brand guide for brevity purposes only.

TRADEMARK AND COPYRIGHT INFORMATION

When referring to Wendy's Wonderful Kids in writing, please include the registered trademark symbol on first reference only. The Foundation retains copyright ownership of all materials created by grantees about WWK. We also hold a royalty-free, non-exclusive, irrevocable license to reproduce, publish, alter or otherwise use any such materials about Foundation activities and the promotion of WWK. Upon approval from the Foundation, WWK recruiters and supervisors are permitted to use the WWK logo.

No agency may use the Wendy's logo or name without permission.



SUB-BRAND OF THE DAVE THOMAS FOUNDATION FOR ADOPTION:

Wendy's Wonderful Kids

Through its signature Wendy's Wonderful Kids program, the Foundation supports the hiring of adoption professionals, known as recruiters, who are dedicated to finding permanent families for the longest-waiting children in foster care.

- Use the logo when the content of the publication references this signature program.
- Do not separate the components of the logo. Do not change the colors of the logo. It should be used only as seen on this page.
- This logo is not to be used as a replacement of the primary Dave Thomas Foundation for Adoption logo.

Stacked



Dave Thomas Foundation for Adoption[®]

Wendy's Wonderful Kids[®]



Wendy's **Wonderful Kids**°



Wendy's **Wonderful Kids**°



Wendy's Wonderful Kids[®]

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SUB-BRAND OF THE DAVE THOMAS FOUNDATION FOR ADOPTION:

Wendy's Wonderful Kids

An alternative version of the logo to be used based on spacing and layout.

- Use the logo when the content of the publication references this signature program.
- Do not separate the components of the logo. Do not change the colors of the logo. It should be used only as seen on this page.
- This logo is not to be used as a replacement of the primary Dave Thomas Foundation for Adoption logo.

Horizontal



Wendy's **Wonderful Kids**®



Dave Thomas Foundation for Adoption[®]

Wendy's Wonderful Kids[®]



Dave Thomas Foundation for Adoption

Wendy's Wonderful Kids[®]



Wendy's Wonderful Kids[®]

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LOGO:

Incorrect Usage



Wendy's **Wonderful Kids**°

Never distort the logo.

Hold down the "shift" key when changing the logo size.



Wendy's **Wonderful Kids***

Never recreate the logo in non-approved colors.



Never overlay the logo on poorly contrasting colors.

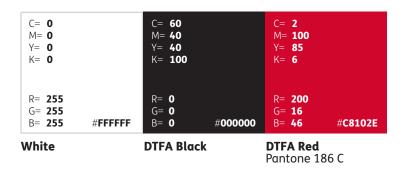


Wendy's Wonderful Kids[®]

Never apply effects to the logo, including drop shadows or glows.

DESIGNELEMENTS:

Color Palette



The brand colors reflect the Dave Thomas Foundation for Adoption's personality. Simple black and white represents the clarity of our vision and the honesty of our perspective. With its characteristic red, the logo adds pop, providing vivid contrast.

Typography

Regular
Italic
Bold
Bold Italic
Bold Italic
Bold Italic

AaBbCcDdEeFf
GgHhIiJjKkLlMm
NnOoPpQqRrSs
TtUuVvWwXxYyZz
AaBbCcDdEeFf
GgHhliJjKkLlMm
NnOoPpQqRrSs
TtUuVvWwXxYyZz

Times New Roman Arial

Two typefaces gives the brand consistency, while multiple styles and weights used in various combinations lend an approachable and personable vibe.

Key Messages

Through its Wendy's Wonderful Kids program, the Dave Thomas Foundation for Adoption provides funding to adoption agencies to support the hiring of recruiters who use an evidence-based, child-focused model to find permanent families for the longest-waiting children in foster care. That includes teenagers, children with special needs and siblings. A rigorous, five-year national evaluation revealed that children referred to the program are up to 3x more likely to be adopted.

Wendy's Wonderful Kids recruiters work with smaller caseloads of 12–15 children to ensure every child is given the time, resources and support they deserve. These recruiters begin their search within a child's familiar circles of family, friends and neighbors and then reach out to the communities in which they live. Learn more at davethomasfoundation.org/wwk.



If you are interested in the Foundation providing additional content for your agency's publications and website, or in pitching media to report on the impact of WWK and/or a family story, please contact your Adoption Program Manager in advance. They will connect you with the appropriate contacts at the Foundation to help you develop the content and placement strategy.



Reminders

In advance of pursuing or in responding to media inquiries about WWK, please contact your Adoption Program Manager.

Approval Process

Please send drafts of all materials referencing WWK to the Foundation for approval before printing or distribution, including:

- Press releases, fact sheets and other resources for the media
- Letters to the editor
- Newsletter articles
- Annual reports
- Recruitment or agency brochures
- Recruitment videos
- Website materials
- Program letterhead and envelopes
- Business card templates
- Advertisements and promotional signage
- Radio and TV scripts for promotional spots

Please email draft materials to your Adoption Program Manager and allow one to two weeks for approval.

Reminders



Even when using the sample press release, please send the final version to your Adoption Program Manager to coordinate the Foundation's approval.



For guidelines in promoting an adoption finalization and the role of WWK, please contact your Adoption Program Manager.

Sample Press Release

Place on Agency Letterhead	Contact:
For Immediate Release	Phone number:

[Name of Agency] receives grant from the Dave Thomas Foundation for Adoption

Exclusive funding for Wendy's Wonderful Kids® program

[City, State (Month Day, Year)] — [Name of Agency] has received a grant from the Dave Thomas Foundation for Adoption, a national, nonprofit public charity, that will help move more children lingering in foster care into safe, permanent homes. The grant through the Foundation's signature program, Wendy's Wonderful Kids, will support the hiring of [xx number of] adoption recruiters at [Name of Agency] to serve children in foster care who are too often overlooked. That includes teenagers, children with special needs and siblings.

"Each year, thousands of children in foster care turn 18 or 21 and leave the system without a permanent family," said [Name of Leader] of [Name of Agency]. "With support from the Dave Thomas Foundation for Adoption's Wendy's Wonderful Kids program, [Name of Agency] can match more of the longest-waiting youth in foster care with a loving, forever family."

A rigorous, five-year national evaluation by Child Trends revealed that children referred to the Wendy's Wonderful Kids program are up to 3x more likely to be adopted.

To date, [more than 550] Wendy's Wonderful Kids recruiters have found permanent families for [more than 15,000] children in foster care across the United States and Canada. "We are proud of this impact, but there is more work to be done," said Rita Soronen, President & CEO of the Dave Thomas Foundation for Adoption.

"We are pleased to be working extensively in [Name of State] and across the nation to assure that every child has a permanent home and a loving family."

[Add sentence with local and/or state context, e.g., number of recruiters, etc.]

About the [Name of Agency]

[Insert about us paragraph for the Agency.]

About the Dave Thomas Foundation for Adoption

The Dave Thomas Foundation for Adoption is a national, nonprofit public charity dedicated to finding permanent homes for the [more than 140,000] children waiting in North America's foster care systems. Created by Wendy's® founder Dave Thomas, who was adopted, the Foundation implements evidence-based, results-driven national service programs, foster care adoption awareness campaigns and innovative grantmaking. Learn more at davethomasfoundation.org.

Crisis Management

What constitutes a crisis?

A crisis is any issue or activity that could potentially damage the reputation of your agency, the Foundation, WWK program or the Wendy's brand. Examples include, but are not limited to:

- Allegations of abuse or mismanagement leveled against the agency that are likely to generate media coverage.
- Injury, abuse or death of a child on the agency's WWK caseload.
- Dismissal of a WWK recruiter, whether fired or let go for any reason.
- Allegations of abuse or mismanagement leveled against a WWK recruiter.
- Allegations of abuse committed by a family recruited by the agency through the WWK program.

The Foundation needs to know about any potential crisis to protect your agency and our brand.

Crisis Management Principles

Stick to the Script: Only the Foundation's President & CEO speaks for the Foundation. In instances when we elect to participate in a story, the material in this crisis plan will be used to ensure that our messages are conveyed in a consistent and positive manner.

Speed and Distance: The first objective whenever a crisis arises should be to work quickly to distance the Foundation and WWK from negative publicity. Remember: active participation in a story is entirely our decision.

Safe Re-engagement: In instances when we elect not to participate in a story, the Foundation will look for opportunities to re-engage with reporters who have treated us fairly and who have expressed interest in the cause of foster care adoption.

Adoption agency partners will:

- 1. Notify the President & CEO of the Foundation if a crisis arises.
- 2. Work with the Foundation to formulate a response for the news media, if necessary.
- 3. Respond to local media inquiries regarding your agency.
- 4. Refer all crisis-related media inquiries regarding WWK or the Foundation to:
 Rita Soronen, President & CEO
 rita.soronen@davethomasfoundation.org
 (614) 764-8482.

Please also inform your Adoption Program Manager.

Dave Thomas Foundation for Adoption will:

- 1. Field and direct media inquiries to the President & CEO, as the sole spokesperson for the Foundation.
- 2. Monitor news and media activity.
- 3. Determine when and how to engage The Wendy's Company.

Social Media Policy

Agencies

Following are several reminders as your agency engages on social media:

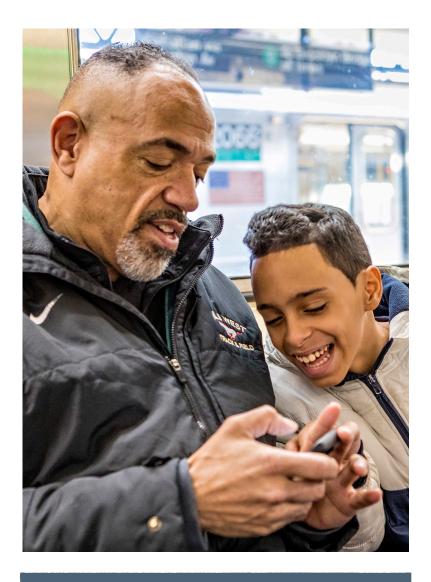
- Sharing public displays of children awaiting families is not part of the Foundation's model. Please do not mention or tag WWK or the Foundation in any post in which a youth served by WWK is part of a general recruitment tactic.
- You are welcome to tag the Foundation in success stories or news items. Use the "@" symbol followed by "Dave Thomas Foundation for Adoption" on Facebook and LinkedIn (it should automatically appear), or @DTFA on X, Instagram and Threads.
- For additional assets or social media support, contact your Adoption Program Manager who will connect you with the appropriate Foundation staff member to help.

Recruiters and Supervisors

While the Dave Thomas Foundation for Adoption provides grants to adoption agencies to support the hiring of Wendy's Wonderful Kids recruiters and supervisors, those positions are technically employees of their respective agencies, not the Foundation. Therefore, professional titles listed on social media platforms (e.g., LinkedIn) should be positioned as:

Name Wendy's Wonderful Kids recruiter or supervisor Agency organization

As a representative of your agency and the WWK program, please be mindful of sharing or engaging with content on social media that could reflect poorly on our brands. Always treat others with respect and civility.



Reminders

In addition to the Foundation's social media policy for WWK professionals, it's important that you follow your agency's guidelines for engaging on these channels.

Guidelines for Recruitment Using Social Media

Conducting a diligent search is part of the Foundation's evidence-based, child-focused recruitment model. WWK recruiters use various methods to locate or contact relatives and other adults who are significant in a child's life. Social media platforms can be helpful in locating people known to the child. For recruiters planning to use this strategy, please adhere to these guidelines:

- Create social media accounts that are separate from your personal accounts. On Facebook, you will need to be logged into your personal account to create a separate page for recruitment.
- Develop the "About" section with one of the following options.

Longer About Section Option:

I am a Wendy's Wonderful Kids® recruiter at [Organization Name]. Through its signature program, Wendy's Wonderful Kids, the Dave Thomas Foundation for Adoption provides funding to adoption agencies to support the hiring of recruiters, like me, who are dedicated to finding safe, permanent homes for children who have been waiting in foster care the longest. Using an evidence-based, child-focused recruitment model, I begin my search within a child's familiar circles of family, friends and neighbors and then reach out to the communities in which they live. I work with a smaller caseload of children so that I can give every child the time, resources and support they deserve.

Shorter About Section Option:

I am a Wendy's Wonderful Kids® recruiter at [Organization Name]. Wendy's Wonderful Kids is a signature program of @DTFA.

- Use a professional headshot for your page's photo (if available).
- Do not include personal information, photos or stories on the page.
- Use social media only for the initial contact with a relative/natural support person.
- After locating a relative/natural support person, send a private/direct message that includes an agency phone number or email for future contact; do not continue communication via social media.
- Do not publish/share photos or information about children on your caseload.
- Do not "friend," contact or follow children on your caseload via social media.
- Only share or "like" posts that are supportive of foster care adoption and relevant to your role as a Wendy's Wonderful Kids professional. We also encourage you to engage with the Foundation's content on social media.
- If leaving your role as a WWK recruiter, please delete the page in the presence of your supervisor.

The Foundation reserves the right to request that any reference to WWK be withdrawn from social media channels if guidelines are not followed.

Mission

Dramatically increase the number of adoptions of children waiting in North America's foster care systems.

We believe

Every child deserves a safe, loving and permanent family.

No child should linger in foster care or leave the system without a permanent family.

Every child is adoptable.



Forever Families for Children in Foster Care

4900 Tuttle Crossing Blvd. Dublin, OH 43016

dayethomasfoundation.org



Ohio WWK Grantee Travel Requirements

March 2025

The expansion of the Wendy's Wonderful Kids (WWK) program in Ohio is a partnership between the Dave Thomas Foundation for Adoption (Foundation) and the Ohio Department of Children and Youth (DCY). Because the grants to agencies implementing WWK are partially funded using state monies, all WWK grantees are required to follow state regulations in the use of these funds.

DCY made the Foundation aware of travel restrictions that apply to WWK grantees. These restrictions are detailed in Ohio Administrative Code (O.A.C.) section 126-1-02 and include:

Meals

- Meals may only be paid for using grant funds when overnight lodging is required. This
 means a WWK recruiter may not use grant funds to pay for meal expenses incurred
 during regular monthly visits with children on the caseload (unless the visit requires
 overnight travel).
- o The meal and incidental per diem can only be provided up to a maximum of the per diem rates established by the U.S. general services administration (rates vary by city and can be found at https://www.gsa.gov/travel/plan-book/per-diem-rates). This includes incidental expenses (including, but not limited to, gratuities).
- Where overnight lodging is required and where on overnight travel status for less than 24 hours, the GSA travel per diem maximum on departure and return days is pro-rated according to the following:
 - 25% for less than six hours
 - 50% for six hours but less than 12 hours
 - 75% for 12 hours but less than 18 hours
 - 100% for 18 hours but less than 24 hours

Lodging

- Reimbursement of lodging is limited to actual expense (plus tax) up to the maximum lodging rates established by the U.S. general services administration (rates vary by city and can be found at https://www.gsa.gov/travel/plan-book/per-diem-rates).
- Overnight lodging may be reimbursed only when the state agent is traveling on official state business and is either:
 - (a) At a location greater than forty-five miles from both the state agent's residence and headquarters, or;
- (b) At a location greater than thirty miles from both the state agent's residence and headquarters for conference purposes.

• Transportation

o Mileage reimbursement is limited to the federal internal revenue service's business standard mileage rate.

All WWK grantees will be required to agree to comply with each of the travel requirements outlined in O.A.C. § 126-1-02 in the upcoming amendments to the WWK grant agreements. While the examples listed above are the most common travel requirements that WWK grantees will encounter, WWK

grantees should carefully read the Ohio Administrative Code section provided to ensure agency compliance with all requirements.

ROUTING FORM FOR CONTRACTS

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.
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
7. Under: (cite to authority or explain why matter is exempt from competitive bidding)
authority of explain why matter is exempt from competitive blodding)
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
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")
2. No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified
 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)
 No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on http://ffr.ohioauditor.gov/) Obtained 3 quotes for purchases under \$77,250.00 (as applicable) Purchase Order is included with Agreement Executed Ohio Law Acknowledgment Form (ORC 307.901)
 No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on http://ffr.ohioauditor.gov/) Obtained 3 quotes for purchases under \$77,250.00 (as applicable) Purchase Order is included with Agreement
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 No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on http://ffr.ohioauditor.gov/) Obtained 3 quotes for purchases under \$77,250.00 (as applicable) Purchase Order is included with Agreement Executed Ohio Law Acknowledgment Form (ORC 307.901) Signed this
 No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on http://ffr.ohioauditor.gov/) Obtained 3 quotes for purchases under \$77,250.00 (as applicable) Purchase Order is included with Agreement Executed Ohio Law Acknowledgment Form (ORC 307.901) Signed this
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
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 Brandi Downhour, Budget Manager Name and Title * Please note that this checklist only addresses County and statutory requirements. If a contract is paid for
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

Rev. 03-31-25 Eff. 04-09-25 to 12-31-25

Prosecutor's Approval Page

Resolution No.

A resolution regarding a Grant Agreement between Dave Thomas Foundation for Adoption and Fairfield County Job & Family Services (FCJFS), the Protective Services Department (FCPS)

(Fairfield County Job and Family Services)

Approved as to form on 9/10/2025 1:48:56 PM by Amy Brown-Thompson,

Amy Brown-Thompson Prosecutor's Office

Any Brown Manpson

Fairfield County, Ohio

Signature Page

Resolution No. 2025-09.16.r

A resolution regarding a Grant Agreement between Dave Thomas Foundation for Adoption and Fairfield County Job & Family Services (FCJFS), the Protective Services Department (FCPS)

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2025-09.16.s

A resolution approving a Fund to Fund transfer from the Prosecutor's Local Match Allocation to Fund 2784 (Sub-Fund 8351) for Grant Year 2025/2026.

[Prosecutor Victim/Witness]

WHEREAS, unanticipated revenue will be collected for Fund 2784 Sub-Fund 8351; and

WHEREAS, unanticipated funds represent a Federal grant for 2025/2026 from Victims of Crime Act (VOCA) administered by the Ohio Attorney General, and

WHEREAS, monies will be used for salaries and benefits for the Prosecutor's Victim Assistance staff to assist victims of felony crimes prosecuted by the Prosecutor's Office; and

WHEREAS, it is necessary to transfer cash match and additional funds to match grant funding to be received in Grant Year 2025/2026; and

WHEREAS, a fund to fund transfer will allow proper accounting in the major expenditure object categories.

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

Section 1. That the transfer of funds by means of a fund to fund transfer in the amount of \$97,000.00 is hereby authorized as follows:

From: 21100100 700213 Allocation – Prosecutor \$97,000.00

To: 21835100 439120 Transfer in Cash Match \$30,000.00 To: 21835100 439121 Transfer in non-match cash \$67,000.00

For Auditor's Office Use Only:

Prepared by: Lynette Barnhart, Prosecutor's Office

cc: Staci Knisley, Commissioners' Office

Signature Page

Resolution No. 2025-09.16.s

A resolution approving a Fund to Fund transfer from the Prosecutor's Local Match Allocation to Fund 2784 (Sub-Fund 8351) for Grant Year 2025/2026.

(Fairfield County Prosecutor)

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.

2025-09.16.t

A resolution to appropriate from unappropriated in a major expenditure object category Prosecuting Attorney Victim Assistance Fund 2784 Sub-Fund 8351 Victims of Crime Act Grant 2025/2026 [Prosecuting Attorney]

WHEREAS, additional appropriations are needed in the major expenditure object category for Victims of Crime Act Grant 2025/2026 Sub-Fund 8351; 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:

Personal Services 21835100 \$6,000.00 Fringe Benefits 21835100 \$908.00

For Auditor's Office Use Only:

Prepared by: Barnhart, Lynette cc: 21-Prosecuting Attorney

Appropriate from Unappropriated

For Auditor's Office Use Only:

21025100	E11010	¢6 000 00
21835100	211010	\$6,000.00

21835100 521100 \$33.00

21835100 522000 \$50.00

21835100 523000 \$825.00

Signature Page

Resolution No. 2025-09.16.t

A resolution to appropriate from unappropriated in a major expenditure object category Prosecuting Attorney Victim Assistance Fund 2784 Sub-Fund 8351 Victims of Crime Act Grant 2025/2026

(Fairfield County Prosecutor)

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.

2025-09.16.u

A resolution authorizing the contract, notice to proceed and notice of commencement to Cooper Concrete Services LLC for the CDBG – Village of Bremen - Broad Street Sidewalks + Village of Amanda - ADA Compliant Sidewalk Ramps project.

WHEREAS, a resolution was approved to award the bid to Cooper Concrete Services LLC for CDBG – Village of Bremen - Broad Street Sidewalks + Village of Amanda - ADA Compliant Sidewalk Ramps project; and

WHEREAS, Assistant Prosecuting Office has approved the award of contract; and

WHEREAS, the contract, notice to proceed, and notice of commencement needs to be signed and approved by the Board of Commissioners;

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

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached contract, notice to proceed and notice of commencement to Cooper Concrete Services LLC for CDBG – Village of Bremen - Broad Street Sidewalks + Village of Amanda - ADA Compliant Sidewalk Ramps project.

Prepared by: Joshua Hillberry

CC: Regional Planning

CONTRACT

THIS AGREEMENT made this day of, 2025, by and between Cooper Concrete Services LLC ¹ hereinafter called the "Contractor", and Fairfield County hereinafter called the "Owner".
WITNESSETH, that the Contractor and the Owner for the considerations stated herein mutually agree as follows:
ARTICLE 1. Statement of Work.
The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the project; namely, <u>Fairfield County – CDBG – Village of Bremen - Broad Street Sidewalks + Village of Amanda - ADA Compliant Sidewalk Ramps.</u> all in strict accordance with the Contract Documents including all addenda thereto, numbered <u>N/A</u> , all as prepared by <u>Verdantas</u> , acting and in these Contract documents preparation, referred to as the "Engineer".
ARTICLE 2. The Contract Price. The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed \$228,091.50 subject to additions and deductions as provided elsewhere in the contract documents. ARTICLE 3. Contract.
The executed contract documents shall consist of the following:
a. This Agreement b. Addenda (N/A)
Choose term most applicable: a corporation organized and existing under the laws of the State of; a partnership consisting of; an individual trading as; an individual trading as Supply principal items of Contract such as Grading, Paving, Water Mains, Sewers, etc.

c. All documents of the Bid Packet entitled: Bid Packet for <u>Fairfield County - CDBG - Village of Bremen - Broad Street Sidewalks + Village of Amanda - ADA Compliant Sidewalk Ramps.</u> and dated August 22, 2025 and including:

- Notice to Contractors
- · Instructions to Bidders
- General Contract Conditions
- Work Specifications (including all plans, drawings, etc., referenced or included)
- · Proposal Forms, as executed
- · Agreement Forms, as executed
- · Federal Requirements
- Federal Labor Standards Provisions
- · Federal Davis-Bacon Wage Decision

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in <u>three</u> original copies on the day and year first above written.

CONTRACTOR:	OWNER: FAIRFIELD COUNTY COMMISSIONER	
Signature Signature	Signature	
Typed/printed name	Typed/printed name	
Thile	President Title	

NOTICE TO PROCEED

To:	Cooper Concrete Services LLC	Date: 9/16/2025
	3820 Conn Road,	
	Nashport, Ohio 43830	
PRO.	ECT Description: Fairfield County – CDE	BG – Village of Bremen - Broad Street Sidewalks + Village of
<u>Amar</u>	nda - ADA Compliant Sidewalk Ramps.	
You		VORK in accordance with the Agreement dated
	, 2025 on or at	fter the date of this "Notice", and you are to
comp	lete the WORK by no later than Decer	mber 12, 2025.
	FAIR	RFIELD COUNTY COMMISSIONERS
		Owner
	By:	
	Name	:
	Title:	President
	ACCEPTANCE OF NOTICE	
Rece	ipt of the above NOTICE TO PROCEE	ED is
hereb	y acknowledged by	
	y acknowledged byon this	dav
of	. 2025.	_ ,
By:		
-	e:	
Title		

NOTICE OF AWARD

To:	Cooper Concrete Services, LLC		
	3820 Conn Rd		
	Nashport, Ohio 43830		
	CT Description: Fairfield County - CDBG - Village of Bremen - Broad Street Sidewalks + of Amanda - ADA Compliant Sidewalk Ramps.		
The O'describ	WNER has considered the BID submitted by you on August 22, 2025 for the above oed WORK in response to its Advertisement for BIDS and Information for BIDDERS.		
You a § 228,09	are hereby notified that your BID has been accepted for items in the amount of		
require	re required by the Information for BIDDERS to execute the Agreement and furnish the ed CONTRACTOR's Contract BOND, if applicable, and Certificates of Insurance within endar days from the date of this notice to you.		
If you fail to execute said Agreement and to furnish said BOND within 10 days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID guaranty subject to the liability as set forth in Section 153.54 of the Ohio Revised Code. The OWNER will be entitled to such other rights as may be granted by law.			
You ar	re required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.		
Dated	this 4 day of Sprenber 2025.		
	FAIRFIELD COUNTY COMMISSIONERS Owner		
ACCE	By: Title: President		
Receipt	of the above NOTICE OF AWARD is hereby acknowledged by Coopen Covenede on this day of 10th Spt., 2025		
By: Name a	Joen of looper president		
cc:	CONTRACTOR'S Surety Surety's Agent		

CONTRACT

THIS AGREEMENT made this day of, 2025, by and between Cooper Concrete Services LLC ¹ hereinafter called the "Contractor", and Fairfield County hereinafter called the "Owner".
WITNESSETH, that the Contractor and the Owner for the considerations stated herein mutually agree as follows:
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The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed \$228,091.50 subject to additions and deductions as provided elsewhere in the contract documents. ARTICLE 3. Contract.
The executed contract documents shall consist of the following:
a. This Agreement b. Addenda (N/A)
Choose term most applicable: a corporation organized and existing under the laws of the State of; a partnership consisting of; an individual trading as; an individual trading as Supply principal items of Contract such as Grading, Paving, Water Mains, Sewers, etc.

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- Instructions to Bidders
- General Contract Conditions
- Work Specifications (including all plans, drawings, etc., referenced or included)
- · Proposal Forms, as executed
- · Agreement Forms, as executed
- Federal Requirements
- · Federal Labor Standards Provisions
- · Federal Davis-Bacon Wage Decision

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in <u>three</u> original copies on the day and year first above written.

CONTRACTOR:	OWNER: FAIRFIELD COUNTY COMMISSIONERS
Signature Signature	Signature
Typed/printed name	Typed/printed name
Title	President Title

CERTIFICATE OF COMPLIANCE WITH FEDERAL LABOR STANDARDS PROVISIONS

I, the undersigne representative of	Cooper Concrete Services LLC	(hereinafter		to as	the
contractor), do h (HUD-4010) with	ereby certify that I have examined the related certificates and documents, an	he Federal Labored all of the condi-	r Standard tions surro	s Provis unding t	sions these
•	ing, but not limited to the following:				
1. Th	e contractor is responsible for emplo	ying only eligible	le sub-con	tractors	who

- have certified eligibility in written contracts containing Federal Labor Standards Provisions.
- The contractor is responsible for the payment of federal prevailing wage rates by 2. its sub-contractors while performing work under this contract. If the subcontractor fails to pay the prevailing wages as specified in this contract, the prime contractor may be required to make appropriate restitution to the underpaid workers.
- The contractor is responsible for collecting weekly certified payrolls from its sub-3. contractors, review said payrolls for compliance with the federal wage rates, and forward same to the local government contract authority.
- The contractor also understands that only those classifications listed in the original 4. bid documents are applicable to this job, and no special classifications may be incorporated after contract award.

The prime contractor hereby agrees to perform all of its responsibilities in conformance with the Federal Labor Standards Provisions both diligently and affectively.

BY: Jen of looper DATE: 9/10/2025

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (APPROPRIATE RECIPIENT): Fairfield County Commissioners	DATE /10/2025
C/O	PROJECT NUMBER (IF ANY) N/A
	PROJECT NAME: Fairfield County – CDBG – Village of Bremen - Broad Street Sidewalks + Village of Amanda - ADA Compliant Sidewalk Ramps

- 1. The undersigned, having executed a contract with the Fairfield County Commissioners for the construction of the above-identified project, acknowledges that:
 - (a) The Labor Standards provisions are included in the aforesaid contract;
 - (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;

2. He certifies that:

- (a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)].
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
- 3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.



4. He ce	rtifies that:			
(a) Coo 38	The legal name	e and the business address a letc Sexuices LL Rd. Wishport o ed is:	of the undersigned is: C H 43830	
(b)	(1) A (2) A (3) A (4) Of	Single Proprietorship corporation organized in the Partnership ther Organization (Describ	ne State of	signed
N	AME	TITLE	ADDRESS	
Jason h	Hoofen	PRESIDAT	3820 (04190)	
(d)			ons, both natural and corporate, hand the nature of the interest are: (I	f none,

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are: (If none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION

Date: 9/	10/2075	

(Contractor)

WARNING

U. S. CRIMINAL CODE, Section 1010, Title 18, U.S.C., provides in part: "Whoever . . . makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

OHIO DEPARTMENT OF DEVELOPMENT OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS CERTIFICATION BY PROPOSED CONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR: Cooper Concrete Services LLC	PROJECT NUMBER: N/A
INSTRUCTION	S
This certification is required pursuant to Executive 6 implementing rules and regulations provide that any bid their proposed subcontractors, shall state as an initial part whether it has participated in any previous contract or sul clause; and, if so, whether it has filed all compliance repo	dder or prospective contractor, or any of t of the bid or negotiations of the contract bcontract subject to the equal opportunity
Where the certification indicates that the bidder has napplicable instructions, such bidder shall be required to calendar days after bid opening. No contract shall be award	submit a compliance report within seven
CONTRACTOR'S CERTI	FICATION
NAME AND ADDRESS OF BIDDER (Include ZIP Code)	
Loopen Concrete Service Uc 3820 Grad 1. Bidder has participated in a previous contract or subcontract subject	Nd NasherT OX 43830
1. Bidder has participated in a previous contract or subcontract subject	ct to the Equal Opportunity Clause.
≥ Yes □ No	
 Compliance reports were required to be filed in connection with st 	uch contract or subcontract.
Ø Yes □ No	
3. Bidder has filed all compliance reports due under applicable instru	ctions, including SF-100.
Yes □ No	
4. Have you ever been or are you being considered for sanction due t	to violation of Executive Order 11246, as amended?
□ Yes No	

President

NAME AND TITLE OF SIGNER (Please type)

Modeled after form HUD-12

CONTRACTOR'S CERTIFICATION

COMPLIANCE WITH AIR AND WATER ACTS

TO:	Fairfield County	
1000	CITY/VILLAGE/COUNTY	

PROJECT: Village of Bremen - Broad Street Sidewalks + Village of Amanda - ADA Compliant Sidewalk Ramps

I, the undersigned, having executed a contract for the above identified project, acknowledge that:

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- (1) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (2) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- (4) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

NOTE: Applicable only to Federally assisted Construction contracts and related subcontracts exceeding \$100,000.

Acknowledged by Jontractor	
Title: fresident	
Date: 9/10/2025	



30 W. Spring St. Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer 01577527

COOPER CONCRETE SERVICES LLC 3820 CONN RD NASHPORT OH 43830

www.bwc.ohio.gov Issued by: BWC



Period Specified Below 07/01/2025 to 07/01/2026

Stephanie McCloud

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



You must post this language with the Certificate of Ohio Workers' Compensation.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/09/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).				
PRODUCER	CONTACT KIM			
ARNOLD INSURANCE AGENCY, INC.	PHONE (A/C, No, Ext): 614-863-0455 FAX (A/C, No): 614-86	3-2474		
1400 HAFT DRIVE	E-MAIL ADDRESS: kim@arnoldinsuranceagency.com			
REYNOLDSBURG, OH 43068	INSURER(S) AFFORDING COVERAGE	NAIC#		
	INSURER A: WEST BEND MUTUAL INSURANCE COMPANY	15350		
INSURED	INSURER B:			
COOPER CONCRETE SERVICES LLC	INSURER C:			
3820 CONN	INSURER D:			
NASHPORT, OH 43830	INSURER E:			
PH: (740) 221-3345	INSURER F:			

PH: (740) 221-3345					INSURER F:				
CO	VERAGES CERT	ATE	NUMBER:	REVISION NUMBER:					
TI IN C	THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR		ADDL	SUBR		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	3	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person)	s 30	00,000 00,000 5,000		
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- DITHER:	Y	Y	B669155	05/01/25 05/01/26		GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 2,00	00,000 00,000 00,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY X AUTOS ONLY X AUTOS ONLY	Y	Y	B669155	05/01/25	05/01/26	BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 1,00 \$ \$ \$ \$	00,000
A	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION\$	Y	Y	B669155	05/01/25	05/01/26	D TOTT DOGGT INTERTOR	• .	00,000
A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A		B669155	05/01/25	05/01/26	E.L. DISEASE - EA EMPLOYEE	s 1,00	TOP GAP 00,000 00,000 00,000
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) ADDITIONAL INSURED ON THE GENERAL LIABILITY IS LISTED BELOW AS CERTIFICATE HOLDER								

CERTIFICATE HOLDER	CANCELLATION		
FAIRFIELD COUNTY COMMISSIONERS 210 E. MAIN STREET, #302 LANCASTER, OHIO 43130	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
	AUTHORIZED REPRESENTATIVE		

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BID GUARANTY AND CONTRACT BOND

ï

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,					
Cooper Concrete Services, LLC. 3820 Conn, Nashport, OH 43830 as					
Principal and West Bend Insurance Company 2 as Surety,					
are hereby held and firmly bound unto Fairfield County Commissioners ³ hereinafter					
called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to					
the Obligee on August 22, 2025 to undertake the project known as: Fairfield Co. Commissioners CDBG Village of Bremen Broad					
Street Sidewalks + Village of Amanda ADA Compliant Sidewalk Ramps					
The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee,					
incorporating any additive or deductive alternate proposals made by the Principal on the date					
referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal					
sum exceed the amount of DOLLARS					
(\$). If this item is left blank, the penal sum will be the full amount of the					
Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be					
less than the full amount of the bid, including alternatives in dollars and cents. A percentage is					
not acceptable.					
not acceptable.					
For the navment of the negal sum well and truly to be made, we hereby jointly and severally hind					

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereto between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lower bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lower bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference, not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

¹Here insert full name or legal title of Contractor and address

²Here insert full name or legal title of Surety

³Here insert full name or legal title of Owner

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract: we agreeing and assenting that this undertaking shall be for benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any way affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED This 22nd day of August , 2025.

Cooper Concrete Services, LLC.
Principal
By: Jaren At looper
Title:/ president
West Bend Insurance Company
Surety
By:
Attorney-in-Fact
Mark Arnold
Surety Company Address:
1900 S. 18th Avenue
West Bend, WI 53095
Surety Agent's Name and Address:
Arnold Insurance Agency, Inc.
1400 Haft Drive
Reynoldsburg, OH 43068



POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Mark D Arnold

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

Attest Christopher C. Zurgart

Christopher C. Zwygart

Secretary

State of Wisconsin County of Washington Robert J. Jacques

President

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

Lead Corporate Attorney

Notary Public, Washington Co., WI

My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this

Christopher C. Zwygart

Secretary

Office of Risk Assessment 50 West Town Street Third Floor - Suite 300 Columbus,Ohio 43215 (614)644-2658 Fax(614)644-3256 www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor Judith French - Director





Issued 03/10/2025 Effective 04/02/2025 Expires 04/01/2026

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

WEST BEND INSURANCE COMPANY

of Wisconsin is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Aircraft

Allied Lines

Boiler & Machinery

Burglary & Theft

Commercial Auto - Liability

Commercial Auto - No Fault

Commercial Auto - Physical Damage

Earthquake

Fidelity

Financial Guaranty

Fire

Glass

Inland Marine

Medical Malpractice

Multiple Peril - Commercial

Multiple Peril - Farmowners

Multiple Peril - Homeowners

Ocean Marine

Other Liability

Private Passenger Auto - Liability

Private Passenger Auto - No Fault

Private Passenger Auto - Physical Damage

Surety

Workers Compensation

<u>WEST BEND INSURANCE COMPANY</u> certified in its annual statement to this Department as of December 31, 2024 that it has admitted assets in the amount of \$4,699,944,381, liabilities in the amount of \$3,071,760,052, and surplus of at least \$1,628,184,329.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith French, Director

Sudith L. French



COMPARATIVE BALANCE SHEET

(000's)

ASSETS Securities \$120,619 \$113,800 \$225,81 Municipal Securities \$899,678 \$906,177 \$814,97 Corporate Bonds \$1,702,291 \$1,689,821 \$1,337,87 Stocks - Preferred \$20,000 \$20,000 \$20,000 Stocks - Common \$459,297 \$475,962 \$421,15 Stocks - Common - Investment in Subsidiaries \$6,134 \$6,116 Real Estate 52,291 51,657 51,84 Cash 95,842 79,367 76,18 Cash Equiv & Short Term Inv 69,553 94,188 53,56 Other Invested Assets 368,705 366,414 335,51 Receivable for Securities 5,458 5,135 95,57 Accrued Interest & Dividends 21,990 22,457 18,50 Premiums Receivable 714,232 720,568 672,88 Reinsurance Recoverable 8,965 8,165 24,41 EDP Equipment 1,132 1,208 1,92 State Income Tax 4,215 332 <t< th=""></t<>
Government Securities \$120,619 \$113,800 \$225,81 Municipal Securities \$899,678 \$906,177 \$814,97 Corporate Bonds \$1,702,291 \$1,689,821 \$1,337,87 Stocks - Preferred \$20,000 \$20,000 \$20,000 Stocks - Common \$459,297 \$475,962 \$421,15 Stocks - Common - Investment in Subsidiaries \$6,134 \$6,116 Real Estate 52,291 51,657 51,84 Cash 95,842 79,367 76,18 Cash Equiv & Short Term Inv 69,553 94,188 53,56 Other Invested Assets 368,705 366,414 335,51 Receivable for Securities 5,458 5,135 95,57 Accrued Interest & Dividends 21,990 22,457 18,50 Premiums Receivable 714,232 720,568 672,88 Reinsurance Recoverable 8,965 8,165 24,41 EDP Equipment 1,132 1,208 1,92 State Income Tax 4,215 332 5,31
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State Income Tax 4,215 332 5,31
Clate meeme rax
rederal income 1ax
Deferred Tax Asset 46,636 39,570 47,17
70.010
Life Hidden and A 100
Carlot / looks
TOTAL ASSETS \$4,699,944 \$4,686,245 \$4,296,28
LIABILITIES & SURPLUS
Losses \$1,442,090 \$1,408,198 \$1,326,07
Loss Adjustment Expense 303,348 277,179 270,25
Commissions Payable 77,759 70,965 59,18
Reinsurance Accounts Payable 10,817 4,154 15,51
Other Expenses 75,205 77,679 55,99
Taxes Licenses and Fees 11,014 9,869 12,15
Federal Income Taxes 0 0
Borrowed Money 50,080 50,078 50,08
Unearned Premium 1,064,541 1,074,585 1,000,64
Advanced Premium 16,338 10,963 15,27
Policyholders Dividends 8,060 7,630 9,18
Funds of Others 6,099 5,361 2,62
Unauthorized Reinsurance Provision 0 0
Payable for Securities 6,406 31,944 5,89
Total Liabilities 3,071,756 3,028,605 2,822,88
Surplus Note 0 0
Surplus Guaranty Funds 1,000 1,000 1,000
Common Capital Stock 10,000 10,000
Paid In and Contributed Surplus 2,500 2,500
Surplus - Unassigned 1,614,688 1,644,140 1,472,40
Total Surplus 1,628,188 1,657,640 1,473,40
TOTAL LIABILITIES & SURPLUS \$4,699,944 \$4,686,245 \$4,296,26
101AL LIABILITIES & SUNT 250
Writings to Surplus Ratio 1.29 1.27 1.3



COMPARATIVE INCOME STATEMENT

YTD (000's)

		(000's)		
	Dec 2024	Dec 2024	Dec 2023	Dec 2023
ERWRITING PROFIT (LOSS)				
ect Premiums Written		\$2,247,691		\$2,121,248
umed Premiums Written		6,102		5,873
ss Premiums Written	·-	2,253,793		2,127,121
led Premiums Written		(146,243)		(128,588)
t Premiums Written	4	2,107,550	1. 	1,998,533
ange In UPR		(63,853)		(118,018)
miums Earned	-	2,043,697	_	1,880,515
es Incurred	56.2%	(1,148,844)	71.7%	(1,347,421)
s Exp Incurred	10.2%	(207,927)	10.0%	(187,877)
er U/W Expense Incurred	30.0%	(632,965)	27.9%	(557,579)
cyholder Dividends	1.2%	(24,320)	1.4%	(26,975)
Underwriting Profit (Loss)	97.6%	\$29,641	111.0%	\$(239,337)
Inderwriting Profit (Loss)	37.076	ψ23,041	111.070	Ψ(200,007)
STMENT INCOME				
able Interest		\$105,354		\$75,579
Exempt Interest		5,038		5,177
ends		10,747		10,615
Investment Income	-	33,615		41,872
estment Income		154,754		133,242
estment Expenses		(20,042)		(18,007)
t Investment Income	_	\$134,712	_	\$115,235
INCOME (LOSS)				
Underwriting Income (Loss)	from above	\$29,641	from above	\$(239,337)
nvestment Income	from above	134,712	from above	115,235
ized Gain (Loss), Net of Tax		10,918		3,170
r Than Temporary Impairments		(2,302)		(13,364)
r Income		6,005		6,015
eral Income Tax		(36,504)		19,767
Income (Loss)	_	\$142,469	-	\$(108,514)
	=		=	
RPLUS CHANGES		#440 400	form a basis	¢/400 E44\
t Income (Loss)	from above	\$142,469	from above	\$(108,514)
ealized Gain (Loss), Net of Tax		15,445		55,555
rred Taxes		3,562		8,261
admitted Assets		(6,696)		4,109
thorized Reinsurance		0		0
nge in Surplus Notes		0		0
er Surplus Changes		0		0
(Loss) to Surplus	_	\$154,780		\$(40,590)
D Surplus Growth %		10.5%		(2.7%)

	BASE BID VILLAGE OF BREMEN - BROAD STREET SIDEWALK IMPROVEMENTS AND VILLAGE OF AMANDA - ADA COMPLIANT SIDEWALK RAMPS						
Line	Description	Quantity	Unit	Labor	Unit Price Materials	Total (L+M)	Extended Price (Quantity x Total)
No.	AD STREET SIDEWALK IMPROVEMENTS		=	Laboi	Miguotheris	TOURI (E-IM)	(Graning X Total)
1	MOBILIZATION / DEMOBILIZATION	1	LS	\$26,500	NA	\$26,500	\$26,500.0
2	PAVEMENT REPAIR, PER PLAN	30	SY	\$200.00	\$33.50	\$233.50	\$7,005.0
3	GRAVEL DRIVE REPAIR, PER PLAN	15	SY	\$20.00	\$3.00	\$23.00	\$345.0
4	4" CONCRETE SIDEWALK, PER PLAN	5,540	SF	\$6.00	\$3.55	\$9.55	\$52,907.0
5	6" CONCRETE DRIVE APPROACH, PER PLAN	400	SF	\$5.00	\$4.97	\$9.97	\$3,988.0
6	ADA CURB RAMP W/ DETECTABLE WARNING PAD, PER PLAN	2	EA	\$1,000	\$276.82	\$1,276.82	\$2,553.
7	3° SCH. 80 CONDUIT W/ PULL STRING, COMPLETE	830	LF	\$17.09	\$2.97	\$20.06	\$16,649.
В	ELECTRICAL PULL BOX, COMPLETE	4	EA	\$200.00	\$462.50	\$662,50	\$2,650.
9	PAVEMENT MARKINGS, COMPLETE	1	LŞ	\$346.50	\$346.50	\$693.00	\$693.
10	IMAINTENANCE OF TRAFFIC	1	LS	\$15,000	NA	\$15,000	\$15,000.
11	SITE RESTORATION	1	LS	\$2,500	\$2,917	\$5,417	\$5,417.
DA.	COMPLIANT SIDEWALK RAMPS						
12	IMOBILIZATION / DEMOBILIZATION	1	LS	\$10,000	NA	\$10,000	\$10,000.
13	EXCAVATION / REMOVAL, PER PLAN	1	LS	\$5,000	NA	\$5,000	\$5,000.
14	ICONCRETE CURB CUT, PER PLAN	1	LS	\$1,500	NA	\$1,500	\$1,500.
15	4° CONCRETE SIDEWALK, PER PLAN	1,790	SF	\$6.00	\$3.62	\$9.62	\$17,219.
16	ADA CURB RAMP W/ DETECTABLE WARNING PAD, PER PLAN	18	EA	\$1,000	\$264.57	\$1,264.57	\$22,762
17	ADA CURB RAMP (FANNED) W/2 DETECTABLE WARNING PADS,	4	EA	\$2,000	\$1,120	\$3,120	\$12,480
18	CONCRETE STEPS, PER PLAN	1	LS	\$7,500	\$787.00	\$8,287	\$8,287
19	CONCRETE CURB, TYPE 7, PER PLAN	90	LF	\$38.16	\$11.84	\$50.00	\$4,500
20	TREE REMOVAL, COMPLETE	1	EA	\$4,500	NA	\$4,500	\$4,500
21	MAINTENANCE OF TRAFFIC	1	LS	\$5,000	NA	\$5,000	\$5,000
22	SITE RESTORATION	1	LS	\$1,500	\$1,634	\$3,134	\$3,134
OT.	AL BASE BID (sum lines 1:22) IN WORDS and NUMBERS TO Hundred Twenty Eight Thousand Ninety One	Dollars	and F	ifty Cente	(a)		\$228,091.5

SUBMITTED BY: COOPER CONRESE SERVICES LLC

BID FOR UNIT PRICE CONTRACTS

Place Funfield (ounty Bromon/Ar) Date 8/22/2025	merde
Proposal of Confer Confere Service hereinafter called "Bidder") a corporation, organized and existing under the laws of the State of OHFO, a partnership, or an individual doing business as Sole phoperation.	
To the Fairfield County Commissioners (hereinafter called "Owner")	
Gentlemen:	
The Bidder, in compliance with your invitation for bids for the construction of Fairfield County – CDBG – Village of Bremen - Broad Street Sidewalks + Village of Amanda - ADA Compliant Sidewalk Ramps. having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.	
Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner with substantially completions by no later than November 13, 2025, and fully complete by no later than <u>December 12, 2025</u> , Bidder further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.	
Bidder acknowledges receipt of the following addendum:	

^{&#}x27;Insert corporation, partnership or individual as applicable.

[&]quot;Insert name of state.

GENERAL SPECIFICATIONS (AS NOTED ON THE PLANS)

Bidder agrees to perform all the work described in the specifications for the unit prices provided on the attached "Bid Sheet."

The unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by the General Conditions. The bid security attached in the sum of <a href="Iwo Hardred Two Hardr

Respectfully submitted:

(SEAL - if bid is by a corporation)

(Title)

3830 Conn Rd Nashpart OH 43836

(Business Address and Zip Code)

(740) 221-3345

(Telephone Number and Fax Number)

47-5029251

(Federal I.D. #)

Jason Bo Coopen Concrete Services, Com

(Email Address)

BID SHEET (SEE ATTACHED)

NONCOLLUSION AFFIDAVIT

State of OHTO					
County of Miskingum					
BID Identification Foint-ield (i) Commissionons COBG VIllege OF Brane N Specials and amenda ADA Complant Da					
being first duly sworn, deposes and says that he is flesion (sole owner, a partner, president, secretary, etc.) of Confor Concrete Centre (sole owner, a partner, president, secretary, etc.) of Confor Concrete Centre (Sentre Centre), the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such BID is genuine and not collusive or sham; that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham BID, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or any one else to put in a sham BID, or that any one shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit, or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the OWNER awarding the contract or anyone interested in the proposed contract; that all statements contained in such BID are true; and, further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or					
the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.					
Subscribed and sworn to before me this 21 day of August, 20 2).					
Seal of Notary					



JOHN DAL PONTE Notary Public State of Ohio My Comm. Expires November 13, 2026

AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY OF PERSONAL PROPERTY TAXES

O.R.C. 5719.042

STATE OF OHIO: MUSLing UM COUNTY
TO: Four Field County Commisioners
The undersigned, being first duly sworn, having been awarded a contract by you for (DBG Brand Amend) hereby states that we are 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 you as a taxing district have territory and that we were not charged with
delinquent personal property taxes on any such tax list.
In consideration of the award of the above contract, the above statement is incorporated
in said contract as a covenant of the undersigned.
Jaser Al Copy Contractor Signature
Sworn to before me and subscribed in my presence this Haday of Arguit.
20
Notary Public
JOHN DAL PONTE Notary Public State of Ohio My Comm. Expires November 13, 2026

NOTICE OF COMMENCEMENT FOR PUBLIC IMPROVEMENT SECTION 1311.252 OHIO REVISED CODE

Notice is hereby given by the undersigned public authority that construction will commence for the following public improvement:

1. T	1. The public improvement is identified as:					
	Name: <u>Fairfield County – CDBG – Village of Bremen - Broad Street</u> Sidewalks + Village of Amanda - ADA Compliant Sidewalk Ramps.					
	Location: Village of Bremen & Village of Amanda					
	Project Number: N/A					
2.	The public authority's name and address:					
	Fairfield County Commissioners					
	210 East Main Street, Room 301					
	Lancaster, Ohio 43138					
3.	The name and address of all principal contractors involved with the public improvement, and the trade of each principal contractor:					
	Principal Contractors		Trade			
	Cooper Concrete Services LLC	=	General Contractor			
		_				
		_				
		=				
		_				
	_	_				
		-				
		_				

	Surety	Principal Contractor
	Surety	Principal Contractor
	Arnold Insurance Agency, Inc	Cooper Concrete Services LLC
	1400 Haft Drive	
	Reynoldsburg, OH 43068	
5.	The name and address of the pubrepresentative for the purposes of affidavit pursuant to Section 1311 Code.	lic authority's f being served an 1.26 of the Revised
	Fairfield County Commissioners	
	County Courthouse	
	210 East Main Street, Room 301	
	Lancaster, Ohio 43130	
		Public Authority
		By:
		Title: President
	of Ohio, nty of Fairfield :	
Sign	ed and sworn to before me this	day of,
J		
		Notary Public

ROUTING FORM FOR CONTRACTS

2. 3.	Obtained 3 quotes for purchases under \$77,250.00 (as applicable)
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 Off ☐ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on http://ffr.ohioauditor.gov/)
_	preement not subject to Sections A-F (explain):
	authority or explain why matter is exempt from competitive bidding)
4. 5. 6. 7.	Professional Services (See the list of exempted occupations/services under R.C. 307.86) Emergency (Follow procedure under ORC 307.86(A)) Sole Source (attach documentation as to why contract is sole source) Other:(cite to
1. 2. 3.	Under \$77,250.00 State Term #: (copy of State Term Contract must be attached) ODOT Term #: (See R.C. 5513.01)
_	ne subject matter was exempt from competitive selection for the following reason(s):
E. Co	ounty Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
	rchitect/Engineer design services for public improvements—selected through the Request for ualifications process pursuant to R.C. 153.65-153.72
C. Pul	ablic Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
	oods and/or Services in excess of \$77,250.00—competitively selected via a Request for Proposals, ursuant to R.C. 307.862
	oods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, arsuant to R.C. 307.86-307.92

Rev. 03-31-25 Eff. 04-09-25 to 12-31-25

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the contract, notice to proceed and notice of commencement to Cooper Concrete Services LLC for the CDBG – Village of Bremen - Broad Street Sidewalks + Village of Amanda - ADA Compliant Sidewalk Ramps project.

(Fairfield County Regional Planning Commission)

Approved as to form on 9/12/2025 10:06:00 AM by Amy Brown-Thompson,

Amy Brown-Thompson

Any Brown Manpson

Prosecutor's Office Fairfield County, Ohio

Signature Page

Resolution No. 2025-09.16.u

A resolution authorizing the contract, notice to proceed and notice of commencement to Cooper Concrete Services LLC for the CDBG – Village of Bremen - Broad Street Sidewalks + Village of Amanda - ADA Compliant Sidewalk Ramps project.

(Fairfield County Regional Planning Commission)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing the contract, notice to proceed and notice of commencement to Saorsa Construction Ohio, Inc. for CDBG - PY2024 - Village of Bremen - Marietta Street Paving & Drainage Improvements and Village of Bremen - Howell Park Improvements - Walking Path project.

WHEREAS, a resolution was approved to award the bid to Saorsa Construction Ohio, Inc. for CDBG - PY2024 - Village of Bremen – Marietta Street Paving & Drainage Improvements and Village of Bremen – Howell Park Improvements – Walking Path project; and

WHEREAS, Assistant Prosecuting Office has approved the award of contract; and

WHEREAS, the contract, notice to proceed, and notice of commencement needs to be signed and approved by the Board of Commissioners;

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

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached contract, notice to proceed and notice of commencement to Saorsa Construction Ohio, Inc. for CDBG - PY2024 - Village of Bremen – Marietta Street Paving & Drainage Improvements and Village of Bremen – Howell Park Improvements – Walking Path project.

Prepared by: Joshua Hillberry

CC: Regional Planning

CONTRACT

THIS AGREEMENT made this <u>4</u> day of <u>September</u>, <u>2025</u>, by and between Saorsa Construction Ohio. Inc. 1 hereinafter called the "Contractor", and Fairfield County hereinafter called the "Owner".

WITNESSETH, that the Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work.

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the project; namely, <u>Fairfield County – CDBG - PY2024 - Village of Bremen – Marietta Street Paving & Drainage Improvements and Village of Bremen – Howell Park Improvements – Walking Path . all in strict accordance with the Contract Documents including all addenda thereto, numbered <u>N/A</u>, all as prepared by <u>Verdantas</u>, acting and in these Contract documents preparation, referred to as the "Engineer".</u>

ARTICLE 2. The Contract Price.

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed \$ \$330,325.00 subject to additions and deductions as provided elsewhere in the contract documents.

ARTICLE 3. Contract.

The executed contract documents shall consist of the following:

- a. This Agreement
- b. Addenda (N/A)

Choose term most applicable: a corporation organized and existing under the laws of the State of ______; a partnership consisting of _______; an individual trading as ______

² Supply principal items of Contract such as Grading, Paving, Water Mains, Sewers, etc.

c. All documents of the Bid Packet entitled: Bid Packet for <u>Fairfield County – CDBG – PY2024 - Village of Bremen – Marietta Street Paving & Drainage Improvements and Village of Bremen – Howell Park Improvements – Walking Path . and dated August 22, 2025 and including:</u>

- Notice to Contractors
- Instructions to Bidders
- General Contract Conditions
- Work Specifications (including all plans, drawings, etc., referenced or included)
- Proposal Forms, as executed
- Agreement Forms, as executed
- Federal Requirements
- Federal Labor Standards Provisions
- Federal Davis-Bacon Wage Decision

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in <u>three</u> original copies on the day and year first above written.

CONTRACTOR:	OWNER: FAIRFIELD COUNTY COMMISSIONER	
Signature	Signature	
Cara Kokinda		
Typed/printed name	Typed/printed name	
President	President	
Title	Title	

NOTICE TO PROCEED

To:	Saorsa Construction Ohio, Inc.	Date: 9/16/2025
	692 Hill Road	
	Pickerington, Ohio 43147	
		3G – Village of Bremen - Marietta St Paving and Drainage
<u>Impro</u>	vements + Howell Park Improvements - V	Walking Path.
3 7	11	VODY in a second and a second data to
Y ou		VORK in accordance with the Agreement dated
		fter the date of this "Notice", and you are to
comp	lete the WORK by no later than Decer	mber 12, 2025.
	EAID	EIELD COLNITY COMMISSIONEDS
	FAIR	CFIELD COUNTY COMMISSIONERS Owner
		Owner
	By:	
		:
	Title:	President
	ACCEPTANCE OF NOTICE	
Recei	pt of the above NOTICE TO PROCEE	ED is
	on this	day
of	y acknowledged byon this , <u>2025</u> .	_ ;
By:		
-	::	
Title:		

NOTICE OF COMMENCEMENT FOR PUBLIC IMPROVEMENT SECTION 1311.252 OHIO REVISED CODE

Notice is hereby given by the undersigned public authority that construction will commence for the following public improvement:

1.	The public improvement is identified as:			
	Name: Fairfield County – CDBG – Villand Drainage Improvements + Howell			
	Location: Village of Bremen			
	Project Number: N/A			
2.	The public authority's name and address	S:		
	Fairfield County Commissioners			
	210 East Main Street, Room 301			
	Lancaster, Ohio 43138			
3.	The name and address of all principal contractors involved with the public improvement, and the trade of each principal contractor:			
	Principal Contractors	Trade		
	Saorsa Construction Ohio, Inc.	General Contractor		
	692 Hill Road			
	Pickerington, Ohio 43147			

Surety	Principal Contractor
Merchants National Bonding,	Inc. Saorsa Construction Ohio, Inc.
6700 Westown Parkway	
West Des Moines, IA 50266	
The name and address of the pub representative for the purposes of affidavit pursuant to Section 1311 Code. Fairfield County Commissioners	f being served an 1.26 of the Revised
County Courthouse	
210 East Main Street, Room 301	
Lancaster, Ohio 43130	
	Public Authority
	By:
	Title: President
of Ohio, ty of <u>Fairfield</u> :	
d and sworn to before me this	day of
	<u> </u>
	Notary Public

NOTICE OF AWARD

To: Saorsa Construction Ohio, Inc 692 Hill Road N Pickerington, Ohio 43147					
PROJECT Description: Fairfield County - CDBG - Village of Bremen - Marietta St Paving and Drainage Improvements + Howell Park Improvements - Walking Path.					
The OWNER has considered the BID submitted by you on August 22, 2025 for the above described WORK in response to its Advertisement for BIDS and Information for BIDDERS.					
You are hereby notified that your BID has been accepted for items in the amount of \$330,325.00					
You are required by the Information for BIDDERS to execute the Agreement and furnish the required CONTRACTOR's Contract BOND, if applicable, and Certificates of Insurance within 10 calendar days from the date of this notice to you.					
If you fail to execute said Agreement and to furnish said BOND within 10 days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID guaranty subject to the liability as set forth in Section 153.54 of the Ohio Revised Code. The OWNER will be entitled to such other rights as may be granted by law.					
You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER. Dated thisday of					
ACCEPTANCE OF NOTICE Saorsa Construction					
Receipt of the above NOTICE OF AWARD is hereby acknowledged by Saorsa Construction Ohio, Inc. on this 4day of September, 2025					
By: Name and Title: Cara Kokinda, President					
cc: CONTRACTOR'S Surety					

CONTRACT

THIS AGREEMENT made this <u>4</u> day of <u>September</u>, <u>2025</u>, by and between Saorsa Construction Ohio. Inc. 1 hereinafter called the "Contractor", and Fairfield County hereinafter called the "Owner".

WITNESSETH, that the Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work.

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the project; namely, Fairfield County-CDBG-PY2024- Village of Bremen – Marietta Street Paving & Drainage Improvements and Village of Bremen – Howell Park Improvements – Walking Path. all in strict accordance with the Contract Documents including all addenda thereto, numbered N/A, all as prepared by Verdantas, acting and in these Contract documents preparation, referred to as the "Engineer".

ARTICLE 2. The Contract Price.

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed \$ \$330,325.00 subject to additions and deductions as provided elsewhere in the contract documents.

ARTICLE 3. Contract.

The executed contract documents shall consist of the following:

- a. This Agreement
- b. Addenda (N/A)

Choose term most applicable: a corporation organized and existing under the laws of the State of ______; a partnership consisting of _______; an individual trading as _______

² Supply principal items of Contract such as Grading, Paving, Water Mains, Sewers, etc.

c. All documents of the Bid Packet entitled: Bid Packet for <u>Fairfield County – CDBG – PY2024 - Village of Bremen – Marietta Street Paving & Drainage Improvements and Village of Bremen – Howell Park Improvements – Walking Path . and dated August 22, 2025 and including:</u>

- Notice to Contractors
- Instructions to Bidders
- General Contract Conditions
- Work Specifications (including all plans, drawings, etc., referenced or included)
- Proposal Forms, as executed
- Agreement Forms, as executed
- Federal Requirements
- Federal Labor Standards Provisions
- Federal Davis-Bacon Wage Decision

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in <u>three</u> original copies on the day and year first above written.

CONTRACTOR:	OWNER:
Com lasta	FAIRFIELD COUNTY COMMISSIONERS
Signature	Signature
Cara Kokinda	
Typed/printed name	Typed/printed name
President	President
Title	Title

<u>CERTIFICATE OF COMPLIANCE</u> WITH FEDERAL LABOR STANDARDS PROVISIONS

I, the undersi	gned Cara Kokinda , the duly authorized
representative	•
contractor), d	o hereby certify that I have examined the Federal Labor Standards Provisions
	with related certificates and documents, and all of the conditions surrounding these
	luding, but not limited to the following:
provisions me	rading, out not innited to the following.
1.	The contractor is responsible for employing only eligible sub-contractors who
1.	have certified eligibility in written contracts containing Federal Labor Standards
	Provisions.
	1 TOVISIONS.
2.	The contractor is responsible for the payment of federal prevailing wage rates by
2.	its sub-contractors while performing work under this contract. If the sub-
	contractor fails to pay the prevailing wages as specified in this contract, the prime
	contractor may be required to make appropriate restitution to the underpaid
	workers.
	Workers.
3.	The contractor is responsible for collecting weekly certified payrolls from its sub-
٥.	contractors, review said payrolls for compliance with the federal wage rates, and
	forward same to the local government contract authority.
	To That a same to the 10 at go formment contract admits high
4.	The contractor also understands that only those classifications listed in the original
	bid documents are applicable to this job, and no special classifications may be
	incorporated after contract award.
The prime cor	stractor hereby agrees to perform all of its responsibilities in conformance with the
	Standards Provisions both diligently and affectively.
BY:	Ville .
BY:	DATE: 9/4/25
TITLE: Pres	ident

H - 6

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (APPROPRIATE RECIPIENT): Fairfield County Commissioners	DATE 9/4/25
C/O	PROJECT NUMBER (IF ANY) N/A
	PROJECT NAME: Fairfield County – CDBG - PY2024 - Village of Bremen – Marietta Street Paving & Drainage Improvements and Village of Bremen – Howell Park Improvements – Walking Path

- 1. The undersigned, having executed a contract with the Fairfield County Commissioners for the construction of the above-identified project, acknowledges that:
 - (a) The Labor Standards provisions are included in the aforesaid contract;
 - (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;

2. He certifies that:

- (a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)].
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
- 3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:				
	(a)	The legal name	e and the business address	of the undersigned is:
	Saorsa Construction Ohio, Inc. 60500 Patch Rd. New Concord, OH 43762			
	(b)			
		X (2) A (3) A	Single Proprietorship corporation organized in Partnership ther Organization (Describ	
	(c)	The name, title are:	e and address of the own	er, partners or officers of the undersigned
	N.	AME	TITLE	ADDRESS
	Cara	Kokinda	President	2880 Cody Dr. Zanesville OH 43701
				Zancoville OTT 40701
	(d)			sons, both natural and corporate, having a and the nature of the interest are: (If none,
	N.	AME	ADDRESS	NATURE OF INTEREST
	(e)			cations of all other building construction as a substantial interest are: (If none, so
	NAME		ADDRESS	TRADE CLASSIFICATION
Date:	9	/4/25	Saorsa	Construction Ohio, Inc.

(Contractor)

Com labora

 $\overline{(By)}$

WARNING

U. S. CRIMINAL CODE, Section 1010, Title 18, U.S.C., provides in part: "Whoever... makes, passes, utters or publishes any statement, knowing the same to be false... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

OHIO DEPARTMENT OF DEVELOPMENT OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS CERTIFICATION BY PROPOSED CONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Saoisa Constituction Onlo, inc.	NAME OF PRIME CONTRACTOR: Saorsa Construction Ohio, Inc.	PROJECT NUMBER: N/A
---------------------------------	--	------------------------

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

			CONTRAC	CTOR'S CERTIFIC	CATION
NAME	E AND AD	DRESS OF BI	DDER (Include ZIP (Code)	
			Ohio, Inc. w Concord, Ol	H 43762	
1.	Bidder l	nas participated	l in a previous contra	ct or subcontract subject to t	he Equal Opportunity Clause.
	X Yes		□ No		
2.	Compli	ance reports we	ere required to be file	d in connection with such co	ontract or subcontract.
	☐ Yes		🛛 No		
3.	3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.				s, including SF-100.
	⊠ Yes	(N/A)	□ No		
4.	Have yo	ou ever been or	are you being consid	lered for sanction due to vio	lation of Executive Order 11246, as amended?
1	☐ Yes		🕱 No		
NAME	E AND TIT	LE OF SIGNE	R (Please type)		
Ca	ara Kok	inda, Pres	ident		
SIGNA	ATURE	Cam ledala			DATE 9/4/25

Modeled after form HUD-12

OHIO DEPARTMENT OF DEVELOPMENT OFFICE OF HOUSING & COMMUNITY PARTNERSHIPS CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR: Saorsa Construction Ohio, Inc.	PROJECT NUMBER:

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

SUBCONTRACTOR'S CERTIFICATION

Modeled after form HUD-12

SIGNATURE

DATE

CONTRACTOR'S CERTIFICATION

COMPLIANCE WITH AIR AND WATER ACTS

TO:	Fairfield County
	CITY/VILLAGE/COUNTY

PROJECT: Fairfield County – CDBG - PY2024 - Village of Bremen – Marietta Street Paving & Drainage Improvements and Village of Bremen – Howell Park Improvements – Walking Path

I, the undersigned, having executed a contract for the above identified project, acknowledge that:

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- (1) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (2) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- (4) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

NOTE: Applicable only to Federally assisted Construction contracts and related subcontracts exceeding \$100,000.

Acknowledged by	Com labola
	Contractor
Title: President	

Date: 9/4/25

PROPOSED SUBCONTRACTS BREAKDOWN TABLE A

FOR THE PERIOD COVERING THE DURATION OF THE CDBG ASSISTED PROJECT

Column 1	Column 2	Column 3	Column 4	Column 5
TYPE OF CONTRACT (BUSINESS OR PROFESSION)	TOTAL NUMBER OF CONTRACTS	TOTAL APPROXIMATE DOLLAR AMOUNT	ESTIMATED NUMBER CONTRACTS TO PROJECT AREA BUSINESS*	ESTIMATED DOLLAR AMOUNT TO PROJECT AREA BUSINESSES
Pavement Planing	1	\$12,000.00	0	0
Pavement Marking	1	\$1,700	0	0
Drainage	1	\$111,700	0	0

^{*}The Project Area is coextensive with the Fairfield County boundaries.

Saorsa Construction Ohio, Inc.		
Company		
CDBG 2024 - Bremen - Drainage/Paving	N/A	
Project Name	Project Number	
Com labora		
EEO Officer (Signature)		

TABLE B
ESTIMATED PROJECT WORKFORCE BREAKDOWN

	ESTIMATEDIA	OJECI WORKFORCI	E BREITRE VIII	
COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
JOB CATEGORY	TOTAL ESTIMATE POSITIONS	NUMBER POSITIONS CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES	NUMBER POSITION NOT CURRENTLY OCCUPIED	NUMBER POSITIONS TO BE FILLED WITH IL.I.P.A.R.*
OFFICES/SUPERVISORS	5	5	0	0
PROFESSIONALS				
TECHNICIANS				
HOUSING				
SALES/RENTAL				
MANAGEMENT				
OFFICE CLERICAL	1	1	0	0
SERVICE WORKERS				
OTHERS				
TRADE Laborer				
JOURNEYMEN	11	11	0	0
HELPERS				
APPRENTICES				
MAXIMUM NUMBER				
TRAINEES				
OTHERS				
TRADE Operator				
JOURNEYMEN	6	6	0	0
HELPERS				
APPRENTICES	1	1	0	0
MAXIMUM NUMBER				
TRAINEES				
OTHERS				
TRADE			T	
JOURNEYMEN				
HELPERS				
APPRENTICES				
MAXIMUM NUMBER				
TRAINEES				
OTHERS				
TOTAL	0.4	24	0	0
TOTAL	24	24	0	0

^{*}Lower income project area residents (L.I.P.A.R.) are individuals residing within Fairfield County whose family income does not exceed 80% of the median income in the MSA.

Saorsa Construction Ohio, Inc.

OHIO DEPARTMENT OF DEVELOPMENT OFFICE OF HOUSING & COMMUNITY PARTNERSHIPS CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR:	PROJECT NUMBER:
Saorsa Construction Ohio, Inc.	

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

SUBCONTRACTOR'S CERTIFICATION

Modeled after form HUD-12

OHIO DEPARTMENT OF DEVELOPMENT OFFICE OF HOUSING & COMMUNITY PARTNERSHIPS CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR: Saorsa Construction Ohio, Inc.	PROJECT NUMBER:
INSTRUCTIO	ONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

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Modeled after form HUD-12

CONTRACTOR'S CERTIFICATION

COMPLIANCE WITH AIR AND WATER ACTS

TO:	Fairfield County
	CITY/VILLAGE/COLINTY

PROJECT: Fairfield County – CDBG - PY2024 - Village of Bremen – Marietta Street Paving & Drainage Improvements and Village of Bremen – Howell Park Improvements – Walking Path

I, the undersigned, having executed a contract for the above identified project, acknowledge that:

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- (1) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
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- (3) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- (4) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

NOTE: Applicable only to Federally assisted Construction contracts and related subcontracts exceeding \$100,000.

Acknowledged by	Com labela
	Contractor

Title: President

Date: 9/4/25

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBCONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (APPROPRIATE RECIPIENT): Fairfield County Commissioners	DATE
C/O	PROJECT NUMBER (IF ANY) PROJECT NAME Fairfield County – CDBG - PY2024 - Village of Bremen – Marietta Street Paving & Drainage Improvements and Village of Bremen – Howell Park Improvements – Walking Path
	-

- 1. The undersigned, having executed a contract with the Fairfield County Commissioners for the construction of the above-identified project, acknowledges that:
 - (a) The Labor Standards provisions are included in the aforesaid contract;
 - (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;

2. He certifies that:

- (a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)].
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
- 3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

	(d)		-	ns, both natural and corporate, having the nature of the interest are: (If non NATURE OF INTEREST		
	(d)	substantial in	-	· · · · · · · · · · · · · · · · · · ·		
	N	JAME	TITLE	ADDRESS		
	(c)	are:		partners or officers of the undersign		
		(2) A (3) A (4) O	Single Proprietorship corporation organized in the Partnership ther Organization (Describe):			
	(b)	The undersign				
	(a)	The legal nan	ne and the business address of	f the undersigned is:		
		He certifies that:				
4.	Hans	utifica that.				

П	1	1

Date:	
	(Sub-Contractor)
	(By)

WARNING

U. S. CRIMINAL CODE, Section 1010, Title 18, U.S.C., provides in part: "Whoever . . . makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

Ohio Department of Development Office of Community Development

Section 3 Clause

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Ohio Department of Development Office of Community Development **Monthly Section 3 Utilization Report** Reporting Period¹: From_____ To _____ Contractor Name: ____ Project Name: Contractor Address: Project Location²: Contractor Type: Prime Contractor Subcontractor Contractor Phone Number: Section 3 Business Concern³: Yes No Labor Hour Classification 10 **Total Labor Unclassified Targeted** Section 3 **Employee Name** Work Classification4 Section 3 Status⁵ Hours⁶ Labor Hours⁷ Section 3 Labor Hours⁸ **Labor Hours** TOTAL: 0.00 0.00 0.00 0.00 **CONTRACTOR CERTIFICATION:** I hereby certify the accuracy of the data reported above. Date: Signature: Name: _____ Title:

FOR GRANT RECIPIENT USE ONLY¹¹ Office of Community Development Grant Information Grant Number: Project: Activity: Activity: (Rev. 11/21

Instructions: Monthly Section 3 Utilization Report

Contractors and subcontractors (Contractors) must submit the Monthly Section 3 Utilization Report form to the Office of Community Development grantee to report labor hours worked on Section 3 projects. See Program Policy 21-04 for more information regarding Section 3 compliance.

- ¹ The Reporting Period may not exceed four weeks.
- ² The Project Location should include the local jurisdiction (e.g. township, village, or city) and county.
- ³ A <u>Section 3 business concern</u> is a business concern meeting at least one of the following criteria, documented within the last <u>six-month period</u>: 1) It is at least 51 percent owned and controlled by <u>low- or very low-income</u> persons; 2) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or 3) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing. Contractors must submit a Section 3 Business Self-Certification form to be considered a Section 3 business concern.
- ⁴ List classification descriptive of work performed by employee.
- ⁵ Section 3 status: Section 3 Worker, Targeted Section 3 Worker, or Unclassified, as documented by a Section 3 Worker Status Certification form. The status of a Section 3 worker or Targeted Section 3 worker shall not be negatively affected by a prior arrest or conviction.

A <u>Section 3 worker</u> is any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented: 1) The worker's income for the previous or annualized calendar year is below the <u>income limit</u> established by HUD; 2) The worker is employed by a Section 3 business concern; or 3) The worker is a YouthBuild participant.

A <u>Targeted Section 3 worker</u> is a Section 3 worker who is: 1) A worker employed by a Section 3 business concern; or 2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years: a) Living within the service area or the neighborhood of the project; or b) A YouthBuild participant.

An <u>Unclassified</u> worker is a worker who does not meet the criteria for either Section 3 worker or Targeted Section 3 worker.

- ⁶ Total Labor Hours. Total labor hours worked on the Section 3 project during the reporting period.
- ⁷ Unclassified Labor Hours. Labor hours performed by an Unclassified worker.
- ⁸ Section 3 Labor Hours. Labor hours performed by a Section 3 worker. <u>Note</u>: Labor hours for Targeted Section 3 Workers must be entered as Section 3 Labor Hours <u>and</u> Targeted Section 3 Labor Hours.
- ⁹ Targeted Section 3 Labor Hours. Labor hours performed by a Targeted Section 3 worker. <u>Note</u>: Labor hours for Targeted Section 3 Workers must be entered as Section 3 Labor Hours and Targeted Section 3 Labor Hours.
- ¹⁰ Labor Hour Classification example:

				Labor Hour Classification ¹⁰		
Employee Name	Work Classification ⁴	Section 3 Status ⁵	<u>Total Labor</u> <u>Hours</u> ⁶	Unclassified Labor Hours ⁷	Section 3 Labor Hours ⁸	Targeted Section 3 Labor Hours
Employee A	Bricklayer	Unclassified	65	65		
Employee B	Tile Setter	Section 3 Worker	60		60	
Employee C	Roofer	Targeted Section 3 Worker	70		70	70
	Total		195	65	130	70

¹¹ The Office of Community Development (OCD) grantee must enter the OCD grant number, project name, and activity name. The grantee must enter initials and date after performing a basic review (e.g., form is complete and Labor Hour Classifications accurately reflect indicated Section 3 Status). The grantee may request additional information or supporting documentation to clarify inaccuracies or omissions.

Ohio Department of Development Office of Community Development

Section 3 Business Self-Certification

	Business Phone Number 740-396-9546
	Business Website <u>www.saorsaconstruction.com</u>
	Business Point of Contact Cara Kokinda Business Email cara@saorsaconstruction.com
Zip Code 43762	Business Email Cara & Saor Sacon Straction com
Type of Business: (Check One): X Corporation Partnership	Sole Proprietorship Other
In accordance with 24 CFR 75, a business must meet at least of last six-month period, to self-certify as a Section 3 business co	•
The business is at least 51 percent owned and controlled b	by low- or very low-income persons ¹ ;
Over 75 percent of the labor hours performed for the busin by Section 3 workers ² ; or	ess over the prior three-month period are performed
The business is at least 51 percent owned and controlled burrently live in Section 8-assisted housing. ³	by current public housing residents or residents who
The status of a Section 3 business concern shall not be negation owner(s) or employees.	vely affected by a prior arrest or conviction of its
By submitting this form, I certify that the information contained Department of Housing and Urban Development (HUD) Section in accordance with 24 CFR Part 75.	
Date: 9/4/25 Signature: One labele	
Signature: (m. labla	
Name: Cara Kokinda	
Title: President	

¹ HUD income limits are available at https://www.huduser.gov/portal/datasets/il.html. Business may be required to provide proof of ownership and a completed Section 3 Worker Status Certification form for each owner.

² Business may be required to provide full staff payrolls for the prior three-month period and completed Section 3 Worker Status Certification forms for all personnel.

³ Business may be required to provide proof of ownership and verification of residence in public housing or Section 8-assisted housing.

Ohio Department of Development Office of Community Development

Section 3 Worker Status Certification

An individual who works or seeks to work on a Section 3 project must certify his/her eligibility to be classified as a Section 3 Worker or Targeted Section 3 Worker, as defined in 24 CFR part 75. The status of a Section 3 Worker or Targeted Section 3 Worker shall not be negatively affected by a prior arrest or conviction.

Please select the applicable classification.
I am a worker who currently fits or when hired within the past five years fit one of the following categories, as documented:
Section 3 Worker My income for the previous calendar year is below the income limit¹ established by HUD;
Targeted Section 3 Worker I am a YouthBuild participant ² ; or
Unclassified None of the above.
By submitting this form, I certify that the information contained on this form is true and accurate and meets U.S Department of Housing and Urban Development (HUD) Section 3 self-certification eligibility requirements in accordance with 24 CFR part 75.
Date:
Signature:
Name:

Address:

¹ HUD income limits are available at https://www.huduser.gov/portal/datasets/il.html.

² Individual may be required to provide evidence that he/she is a YouthBuild participant.

BID GUARANTY AND CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,		
Saorsa Construction Ohio, Inc., 692 Hill Rd. N, Pickerington, OH 43147	1	as
Principal and Merchants National Bonding, Inc.	as Sur	rety,
are hereby held and firmly bound unto Fairfield County Commissioners	hereina	after
called the Obligee, in the penal sum of the dollar amount of the bid submitted by the	Principa	al to
the Obligee on August 22, 2025 to und	dertake	the
project known as: Fairfield County - CDBG - Village of Bremen - Marietta St Pav	ing and	
Drainage Improvements + Howell Park Improvements - Walking Path		
The penal sum referred to herein shall be the dollar amount of the Principal's bid to	the Obli	gee,
incorporating any additive or deductive alternate proposals made by the Principal	l on the	date
referred to above to the Obligee, which are accepted by the Obligee. In no case sh	all the p	enal

(\$ 330, 325.00). If this item is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternatives in dollars and cents. A percentage is not acceptable.

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereto between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lower bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lower bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference, not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

¹Here insert full name or legal title of Contractor and address

²Here insert full name or legal title of Surety

³Here insert full name or legal title of Owner

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract: we agreeing and assenting that this undertaking shall be for benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any way affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED This 22nd day of August, 2025.

Saorsa Construction Ohio, Inc.
Principal
By: Inthit
Title: President
Merchants National Bonding, Inc.
By Noble Attorney-in-Fact
Nicole Green
Surety Company Address: 6700 Westown Parkway
West Des Moines, IA 50266
West Des Momes, 1A 30200
Surety Agent's Name and Address:
AssuredPartners of Ohio, LLC
3900 Kinross Lakes Parkway, Suite 300
Richfield, OH 44286



Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Nicole Green

Surety Bond #: Bid Bond

Principal: Saorsa Construction Ohio, Inc. Obligee: Fairfield County Commissioners

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship o obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surely company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner -Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 22nd day of

. 2025

MERCHANTS BONDING COMPANY (MUTUAL) MERCHANTS NATIONAL BONDING, INC.

MERCHANTS NATIONAL INDEMNITY COMPANY

President

STATE OF IOWA

COUNTY OF DALLAS ss. On this 22nd day of On this 22nd day of August, 2025 , before me appeared Larry Taylor, to me personally known, who being by me duly swom did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

Вγ

IOWA

Penni Miller

2003

Commission Number 787952 My Commission Expires

January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 22nd day of

POA 0018 (5/25)

Office of Risk Assessment 50 West Town Street Third Floor - Suite 300 Columbus, Ohio 43215 (614)644-2658 Fax(614)644-3256 www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor Judith French - Director

Certificate of Compliance



Issued 03/27/2025 Effective 04/02/2025 Expires 04/01/2026

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

MERCHANTS NATIONAL BONDING, INC.

of Iowa is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Fidelity Other Liability Surety

MERCHANTS NATIONAL BONDING, INC. certified in its annual statement to this Department as of December 31, 2024 that it has admitted assets in the amount of \$82,235,502, liabilities in the amount of \$43,917,182, and surplus of at least \$38,318,319.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith French, Director

Wdith L. French



MERCHANTS NATIONAL BONDING, INC.

Statements of Admitted Assets, Liabilities, and Surplus - Statutory Basis

	D	ec. 31, 2024
Admitted Assets		
Bonds	\$	47,289,530
Stocks		10,930,558
Cash and Short-Term Investments		2,548,467
Other Invested Assets		235,256
Subtotal, Cash and Invested Assets		61,003,811
Premiums in the Course of Collection		14,784,942
Amounts Recoverable from Reinsurers		5,618,622
Other Assets		828,127
Total Admitted Assets	\$	82,235,502
Liabilities & Surplus		
Losses and Loss Adjustment Expense Reserves	\$	5,256,406
Unearned Premiums		14,372,566
Ceded Reinsurance Premiums Payable		17,246,285
Other Liabilities		7,041,926
Total Liabilities		43,917,183
Common Capital Stock		3,000,000
Gross Paid In and Contributed Surplus		6,088,655
Unassigned Funds (Surplus)		29,229,664
Total Surplus		38,318,319
Total Liabilities and Policyholders' Surplus	\$	82,235,502

I, Elisabeth Sandersfeld, Treasurer of Merchants National Bonding, Inc., do hereby certify that the foregoing is a true and correct statement of the balance sheet of said Corporation as of December, 31, 2024, to the best of my knowledge and belief.

Elisabeth Sandersfeld, CFO & Treasurer

2/28/2025

Date

BASE BID - REVISED VILLAGE OF BREMEN - MARIETTA STREET PAVING & DRAINAGE IMPROVEMENTS AND VILLAGE OF BREMEN - HOWELL PARK IMPROVEMENTS - WALKING PATH Extended Price Unit Price Line Quantity Unit Description (Quantity x Total) Total (L+M) Materials Labor No. MARIETTA STREET PAVING & DRAINAGE IMPROVEMENTS \$14,000.00 \$0.00 1 LS \$14,000.00 \$14,000,00 MOBILIZATION / DEMOBILIZATION 1 \$0.00 \$8,500.00 \$8,500.00 LS \$8,500.00 EXCAVATION/ ESTABLISH DRAINAGE SWALE, PER PLAN 1 2 \$3.50 \$14,350.00 \$0.00 4,100 SY \$3.50 PAVEMENT PLANING, PER PLAN 3 \$17.06 \$10.94 \$28.00 \$8,960.00 PARTIAL DEPTH PAVEMENT REPAIR, PER PLAN 320 SY 4 \$98.00 \$3,920.00 FULL DEPTH PAVEMENT REPAIR, PER PLAN 40 SY \$84.26 \$13.74 5 \$38.00 SY \$17.30 \$20.70 \$3,420.00 90 GRAVEL DRIVE REPAIR 6 ASPHALT CONCRETE SURFACE COURSE, TYPE 1, \$9.50 \$38,950.00 4,100 SY \$2.62 \$6.88 1.25" THICK), PER PLAN ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, \$47,150.00 4,100 SY \$2.52 \$8.98 \$11.50 8 (1.75" THICK), PER PLAN \$2,500.00 \$2,500.00 \$2,500.00 1 LS \$0.00 NON-TRACKING TACK COAT, PER PLAN \$5,800.00 40 CY \$53.00 \$92.00 \$145.00 COMPACTED BERM, COMPLETE 10 \$1,800.00 LE 20 \$32.06 \$57.94 \$90.00 8" HDPE DUAL WALL STORM SEWER, COMPLETE 11 \$30,360.00 \$92.00 330 LF \$52.30 12" HDPE DUAL WALL STORM SEWER, COMPLETE \$39.70 12 12" HDPE DUAL WALL DRIVE CULVERT REPLACEMENT, \$4,600.00 LF \$65.69 \$49.31 \$115.00 40 COMPLETE 24" HDPE DUAL WALL DRIVE CULVERT REPLACEMENT, \$93.58 \$160.00 \$3,200.00 20 1 F \$66.42 14 CATCH BASIN, 2-2B W/ CONCRETE BORDER, COMPLETE \$2,480.06 \$1,519.94 \$4,000.00 \$24,000.00 EΑ 6 15 MANHOLE ADJUSTED TO GRADE W/ CONCRETE BORDER, \$3,000.00 \$3.000.00 EΑ \$2,454.57 1 \$545.43 16 COMPLETE STORM INLET ADJUSTED TO GRADE W/ CONCRETE BORDER, \$6,400.00 \$1,600.00 4 EΑ \$1,042.91 \$557.09 17 COMPLETE VALVE BOXES ADJUSTED TO GRADE W/ CONCRETE BORDER, \$52.61 \$600.00 \$547.39 \$600.00 1 EΑ 18 COMPLETE CY \$115.67 \$129.33 \$245.00 \$41,650.00 170 ROCK CHANNEL PROTECTION, PER PLAN 19 \$4,465.00 \$4,465.00 1 LS \$4,465.00 \$0.00 PAVEMENT MARKINGS, COMPLETE 20 \$1,200.00 \$111.32 \$300.00 4 EΑ \$188.68 MAILBOX, REMOVE/REINSTALL, COMPLETE 21 \$0.00 \$500.00 \$500.00 TREE AND BRUSH REMOVAL 1 LS \$500.00 22 LS \$13,750.00 \$0.00 \$13,750.00 \$13,750.00 MAINTENANCE OF TRAFFIC 1 23 \$4,000.00 \$4,000.00 LS \$4,000.00 \$0.00 SITE RESTORATION HOWELL PARK IMPROVEMENTS - WALKING PATH \$0.00 \$1,500.00 \$1,500.00 LS \$1,500.00 MOBILIZATION / DEMOBILIZATION 1 25 ASPHALT CONCRETE SURFACE COURSE, TYPE 1, 1.500 SY \$9.49 \$6.51 \$16.00 \$24,000.00 26 (2" THICK), PER PLAN \$15,750.00 \$4.87 \$10.50 1,500 SY \$5.63 LEVELING COURSE, (1" THICK) \$1,000.00 \$1,000.00 \$1,000.00 1 LS \$0.00 NON-TRACKING TACK COAT, PER PLAN 28 \$1,000.00 \$0.00 \$1,000.00 \$1,000.00 LS 1 SITE RESTORATION 29 TOTAL BASE BID (sum lines 1:29) IN WORDS and NUMBERS Three hundred thirty thousand, three hundred twenty five dollars and zero cents \$330,325.00

SUBMITTED BY: Saorsa Construction Ohio, Inc.

BID FOR UNIT PRICE CONTRACTS

Place Fairfield County, Ohio
Place Fairfield County, Ohio Date 8/22/25
Proposal of Saorsa Construction Ohio, Inc. hereinafter called "Bidder")* a corporation, organized and existing under the laws of the State of Ohio,** a partnership, or an individual doing business as To the Fairfield County Commissioners (hereinafter called "Owner") Gentlemen:
The Bidder, in compliance with your invitation for bids for the construction of Fairfield County – CDBG – Village of Bremen - Marietta St Paving and Drainage Improvements + Howell Park Improvements - Walking Path. having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.
Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner with substantially completions by no later than November 13, 2025, and fully complete by no later than December 12, 2025, Bidder further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions. Bidder acknowledges receipt of the following addendum: Addendum #1 dated 8/19/25

^{*}Insert corporation, partnership or individual as applicable.

^{**}Insert name of state.

Bidder agrees to perform all the work described in the specifications for the unit prices provided on the attached "Bid Sheet."

The unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

contract attached within 10 days and del	the acceptance of this bid, bidder will execute the formal liver a Surety Bond or Bonds as required by the General the sum of Three hundred thirty thousand, three hundred twenty five dollars to become the property of the Owner in the event the
contract and bond are not executed with delay and additional expense to the Own	in the time above set forth, as liquidated damages for the
	Respectfully submitted:
ě	By(Signature)
	President
EAL - if bid is by a	(Title)
corporation)	60500 Patch Rd. New Concord, OH 43762
	(Business Address and Zip Code)
	740-396-9546
	(Telephone Number and Fax Number)
	33-3584967
	(Federal I.D. #)
	cara@saorsaconstruction.com

(Email Address)



ADDENDUM NO. 1

August 19, 2025

Owner: Fairfield County Commissioners

Project: Village of Bremen – Marietta Street paving & Drainage Improvements and

Village of Bremen – Howell Park Improvements – Walking Path

This ADDENDUM forms a part of the Contract Documents and modifies the original specifications and drawings as noted below. The Bidder must acknowledge receipt of this ADDENDUM in the space provided in the Bid Schedule Form and shall also submit a signed copy with his bid. Failure to acknowledge this ADDENDUM and submit a signed copy may subject the Bidder to disqualification.

This addendum covers revisions and/or clarifications to the bidding documents as follows:

• The contractor shall utilize the attached revised Bid Form:

The quantities on the revised bid form have been adjusted for line items #4 and #10 to align with the plans.

This document serves as Addendum No. 1 for the Village of Bremen – Marietta Street paving & Drainage Improvements and the Village of Bremen – Howell Park Improvements – Walking Path . Submit questions in writing to Verdantas, c/o Alan Brown, PE.

Com labela	8/19/25
Bidder	Date
AD Be	August 19, 2025
Engineer	Date

END OF ADDENDUM NO. 1

NONCOLLUSION AFFIDAVIT

State of Ohio	
County of Muskingum	
BID Identification Marietta St Paving and Dr.	ainage Improvements & Howell Park Improvements - Walking Path
owner, a partner, president,	Cara Kokinda ses and says that he is President (sole secretary, etc.) of Saorsa Construction Ohio, Inc. the party making the foregoing BID; that such BID is not behalf of any undisclosed person, partnership, company, association,
organization, or corporation BIDDER has not directly or or sham BID, and has not directly or sham BIDER or any one else to said BIDDER has not in any or conference with any one fix any overhead, profit, or to secure any advantage aga proposed contract; that all BIDDER has not, directly of the contents thereof, or divulted in connection therewith, BID depository, or to any respective or shamped to the contents thereof.	n; that such BID is genuine and not collusive or sham; that said indirectly induced or solicited any other BIDDER to put in a false rectly or indirectly colluded, conspired, connived, or agreed with any put in a sham BID, or that any one shall refrain from bidding; that manner, directly or indirectly, sought by agreement, communication to fix the BID price of said BIDDER or of any other BIDDER, or to cost element of such BID price, or of that of any other BIDDER, or ainst the OWNER awarding the contract or anyone interested in the statements contained in such BID are true; and, further, that said or indirectly, submitted his BID price or any breakdown thereof, or liged information or data relative thereto, or paid and will not pay any to any corporation, partnership, company, association, organization, member or agent thereof, or to any other individual except to such a partnership or other financial interest with said BIDDER in his
	Subscribed and sworn to before me this 21st day of Argust

AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY OF PERSONAL PROPERTY TAXES

O.R.C. 5719.042

STATE	OF OHIO:
	ss: Whosleinzum
TO:	Fairfield County Commissioners
Marietta St Pa	The undersigned, being first duly sworn, having been awarded a contract by you for wing and Drainage Improvements - Walking Path hereby states that we are not charged at the time the bid was
submitte	d with any delinquent personal property taxes on the general tax list of personal property
of any co	ounty in which you as a taxing district have territory and that we were not charged with
delinque	ent personal property taxes on any such tax list.
I	n consideration of the award of the above contract, the above statement is incorporated
in said c	ontract as a covenant of the undersigned.
	Contractor Signature
Sworn to	o before me and subscribed in my presence this Way of August
	Notary Public
	ROSS MATHEWS Notary Public State of Ohio My Comm. Expires February 12, 2028

ROUTING FORM FOR CONTRACTS

2. 3.	Obtained 3 quotes for purchases under \$77,250.00 (as applicable)
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 Off ☐ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on http://ffr.ohioauditor.gov/)
	empliance with Fairfield County Board of Commissioners Procurement Guidelines
	authority or explain why matter is exempt from competitive bidding)
4. 5. 6. 7.	Professional Services (See the list of exempted occupations/services under R.C. 307.86) Emergency (Follow procedure under ORC 307.86(A)) Sole Source (attach documentation as to why contract is sole source) Other:(cite to
1. 2. 3.	Under \$77,250.00 State Term #: (copy of State Term Contract must be attached) ODOT Term #: (See R.C. 5513.01)
_	e subject matter was exempt from competitive selection for the following reason(s):
E. Co	ounty Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
	chitect/Engineer design services for public improvements—selected through the Request for nalifications process pursuant to R.C. 153.65-153.72
C. Pul	blic Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
	oods and/or Services in excess of \$77,250.00—competitively selected via a Request for Proposals, arsuant to R.C. 307.862
	oods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, arsuant to R.C. 307.86-307.92

Rev. 03-31-25 Eff. 04-09-25 to 12-31-25

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the contract, notice to proceed and notice of commencement to Saorsa Construction Ohio, Inc. for CDBG - PY2024 - Village of Bremen – Marietta Street Paving & Drainage Improvements and Village of Bremen – Howell Park Improvements – Walking Path project.

(Fairfield County Regional Planning Commission)

Approved as to form on 9/12/2025 9:57:25 AM by Amy Brown-Thompson,

Amy Brown-Thompson Prosecutor's Office

Amy Brown Manpson

Fairfield County, Ohio

Signature Page

Resolution No. 2025-09.16.v

A resolution authorizing the contract, notice to proceed and notice of commencement to Saorsa Construction Ohio, Inc. for CDBG - PY2024 - Village of Bremen - Marietta Street Paving & Drainage Improvements and Village of Bremen - Howell Park Improvements - Walking Path project.

(Fairfield County Regional Planning Commission)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2025-09.16.w

A resolution approving the disposal of 2 disabled vehicles.

WHEREAS, Ohio Revised Code 307.12 allows the county to dispose of unneeded, obsolete or unfit property; and

WHEREAS, the Fairfield County Sheriff's Office has 2 disabled vehicles that have a total value under \$1000.00 and are no longer useful for their operation; and

WHEREAS, the Fairfield County Sheriff's Office desires to salvage these vehicles to A&L Towing and Recovery LLC, and

2020 Ford Explorer Black 1FM5K8AB9LGA19300

2023 Ford Explorer Black 1FM5K8AB9PGB37983

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 disposal of the 2 vehicles and will sign over the titles to A&L Towing and Recovery LLC, 421 Quarry Road SE, Lancaster, OH 43130

Section 2. That the Administrative Assistant of the Board of Commissioners will complete proper paper work regarding the Title and the inventory.

Prepared by: Elisa Dowdy

cc: Sheriff / Finance Supervisor

Signature Page

Resolution No. 2025-09.16.w

A resolution approving the disposal of 2 disabled vehicles

(Fairfield County Sheriff)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2025-09.16.x

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category -23100101, General Fund

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

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

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

Section 1. That the Fairfield County Board of Commissioners approves the transfer of appropriations into a major expenditure object category in the amount of \$7,250.00 as follows:

From: 23100101 personal services To: 23100101 capital outlay

Prepared by: Mendi Rarey

cc: Sheriff

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

Total Transfer of Appropriations \$7,250.00

From: 23100101 511040; Salary, Deputies & Detectives; \$7,250.00 To: 23100101 574000; Equipment, Software Fixtures; \$7,250.00

Signature Page

Resolution No. 2025-09.16.x

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category –23100101, General Fund

(Fairfield County Sheriff)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2025-09.16.y

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:

\$14,495.00; 23244200, Materials & Supplies

Prepared by: Mendi Rarey

cc: Sheriff

Appropriate from Unappropriated For Auditor's Office Use Only:

\$14,495.00 23244200; 560000; Materials & Supplies

Signature Page

Resolution No. 2025-09.16.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 approving the submission of the Fiscal Year 2026 CFLP Solid Waste District Recycling Services and Recycling & Litter Prevention Grant Application for Fairfield County.

[Lancaster-Fairfield Community Action Recycling]

WHEREAS, the Board of Fairfield County Commissioners serve on the Coshocton, Fairfield, Licking, Perry (CFLP) Solid Waste District Board of Directors; and

WHEREAS, the Board of Fairfield County Commissioners are required to give approval to all grant applications submitted to the District from Fairfield County; and

WHEREAS, the Community Action Agency request approval to submit the 2026 Recycling Services and Recycling & Litter Prevention grant application for Fairfield County to the District; and

WHEREAS, the Board of Fairfield County Commissioners approved the 2026 Recycling Services and Recycling & Litter Prevention grant application.

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

Section 1. That the Board of Fairfield County Commissioners gives approval to submit the 2026 application prepared by the Lancaster-Fairfield Community Action Agency for the County to the CFLP Solid Waste District in the amount of \$1,172,663.83.

Section 2. That this resolution serves as a letter of support to be submitted along with the application to the funding consideration.

Prepared by: Jennifer Kolometz

cc: Recycling / Lancaster-Fairfield Community Action

Application Narrative

Describe your programs:

Administration (include equipment quotes; postage; and training & membership information)

In 2026 we will be attending the OALPRP full membership one day training. Keri is a board member and attends all of their meetings and events throughout the year that are low or minimal cost. This assist in accomplishing our program goals and to learn about new opportunities to expand the program. We will also be attending the EEOC conference in the Spring, this is a new conference with great contacts and methods geared toward education. We will any additional opportunities as they arise throughout the year and funds permit.

We also request funds to continue membership in OALPRP (Ohio Association of Litter Prevention and Recycling Professionals) at \$125.00 per year and the EEOC (Environmental Education Council of Ohio) at \$90.00 per year. Attending these trainings continues to bring new ideas to the program and increase efficiencies.

Estimated at approximately \$350.00 to mail out contest packets, newsletters, host site information, and other general office mailings in 2026.

There are currently no equipment purchases needed for administration at this time.

<u>Litter Collection</u> (include information regarding workforce/volunteers; target areas; recognition; and disposal options)

Any groups interested in cleaning a county or township roadway can contact the LFCAA recycling and litter prevention program for information and to receive supplies for their cleanup. Adopt-a-road, school and other volunteer groups such as business and industry are recruited through our social media pages, newsletters and display events. Groups will be recognized on social media and in our quarterly newsletter.

LFCAA recycling and litter prevention program will organize and provide bags, litter tongs, gloves, safety vests (on a loan basis). The labor force will consist of volunteers, townships and county road departments. We will continue to work with townships and municipalities to coordinate litter collections as needed or requested. Trash collected will be disposed of by the organization conducting the cleanup or the township. Lancaster Transfer Station, Republic Waste Services, Smetzer's Tire, Pinegrove Landfill, Liberty Tire and Sundown Tire are potential waste haulers and landfills that will be used to dispose of collected material.

Recycling Collection Drives (include what materials will be accepted; dates, hours & location of events; # of participants expected; fees to be charged; and why the event is needed)

- An Electronics Collection event will be held again in the Spring and Fall of 2026 on a weeknight from 3pm-6pm held at the LFCAA Recycling Center coordinated with Columbus Micro. This is a self-funded event. Approximately 80-120 participants at the event.
- Paper Shredding is also offered during the Electronics Collection night in the spring and fall of 2026. Residents can bring 2 file size boxes per vehicle at no charge. Approximately 80-120 participants at the event.
- A tire collection event will be held in the spring of 2025 on a Saturday morning. Passenger and light truck tires will be accepted at a fee of \$1 per tire. Approximately 80-120 participants at the event depending on weather. This event is paid for and pending award of Ohio EPA grant funds and a match by LFCAA.
- A Household Hazardous Waste Collection to be held in the Spring of 2026 with Environmental Enterprises with no charge per vehicle. Approximately 250-300 participants at the event. This event will be paid for and pending award of Ohio EPA grant funds.

Other recycling opportunities for materials that already exist in the county on a regular basis.

- TDR Electronics
- Columbus Micro- Electronics
- Goodwill Some electronics if they are working
- Ohio Thrift- Some electronics if they are working
- Community Action Recycling Shredded Paper
- Sundown Tire Recycling
- Liberty Tire Recycling
- Firestone Complete Tire
- TCR (computers)
- My Battery Store

Currently Community Action Recycling accepts one box (30 pounds) of free shredding daily at the Main Street MRF location. Some residents travel 20 miles within the county to this location; periodically free shred days are sponsored by groups and businesses in other locations not on a regular basis and limit to who can participate. TDR is open to the public for almost all electronic recycling but is located just outside of Fairfield County. Goodwill takes a limited of electronics as well. TDR or Columbus Micro set the rates and handle all money. Normal charge is \$5 per monitor unless it is brought in with a hard drive. If with a hard drive, the monitor is free of charge. The charge for televisions is \$1 per diagonal inch or a set fee per type of television depending on the vendor. Prices and accepted electronics are subject to change with the markets.

Tire recycling is limited in Fairfield County. Price and quantity allowed for tire recycling is up to the discretion of individual businesses. Yearly, typically 2-3 tire amnesty collection

event occurs within the county (one event by the Health Department) and are sponsored by groups and businesses. However, none are on a regular basis. Funding from the Ohio Environmental Protection Agency (EPA) Grant is used for the majority of tire recycling collections. It is mandated that an amnesty fee, at a minimum of \$0.50 per tire, is charged during the collection.

Funds will be requested in our budget to cover website postings/updates, staffing and the cost of producing/duplicating flyers to promote collection events as needed.

(If more space is needed feel free to add additional pages)

RECYCLING NARRATIVE

Expand this to however many pages it takes to fully address each question.

- 1. Changes to the residential collection locations to be covered under this contract. Specific physical addresses are required. Use Excel spreadsheet showing current locations and update it. If new locations are not required to meet access but are planned, explain why an additional site is **needed**.
- 1761 E. Main Street, Lancaster, Ohio 43130
- 151 E. Hubert Ave, Lancaster, Ohio 43130
- 2095 W. Fair Ave., Lancaster, Ohio 43130
- 951 Liberty Dr., Lancaster, Ohio 43130
- 1570 Granville Pike, Lancaster, Ohio 43130
- 324 Gay St., Lancaster, Ohio 43130
- 12933 Stonecreek Dr. N. W., Pickerington, Ohio 43147
- 417 N. Center St., Lancaster, Ohio 43147
- 8475 Benadum Rd. N. W., Canal Winchester, Ohio 43110
- Halderman and Kirby Streets, Amanda, Ohio 43102
- 500 Washington St., Baltimore, Ohio 43105
- 7698 Oberlin Court, Lancaster, Ohio 43130
- 127 S. Mulberry St. Bremen, Ohio 43107
- 9101 Chillicothe Lancaster Rd., Amanda, Ohio 43102
- 3245 Havensport Rd. N.W., Carroll, Ohio 43112
- 2784 N. Columbus St. Lancaster, Ohio 43130
- 3005 Lancaster Thornville Rd. N.E., Lancaster, Ohio 43130
- 8885 Pleasantville Rd. N.E., Thornville, Ohio 43076
- 3150 Market St., Rushville, Ohio 43150
- Main St., Stoutsville Village Garage
- 600 N. Elm St., Sugar Grove, Ohio 43155
- 11420 Millersport Rd. N.E., Millersport, Ohio 43046
- 106 East Columbus St. Pleasantville, Ohio 43148

Current collection locations meet access plan numbers but we continue to look for additional locations in areas with high populations. Ideally, we would like to add 2 more locations for a total of 25 sites; we are currently in talks with the County about an additional location in Pickerington and Lancaster that we feel have high probability.

2. Equipment to be purchased - include vendor quotes, explain why it is needed to implement this contract.

Additional dumpsters may be needed to be added into inventory for the increased numbers of drop off bins at host sites. We also continue to see an increase in schools and government office participation expanding the program.

A new roll-off trailer is needed to replace one of the two we currently use. The two we have now are having increased maintenance issues. This trailer is used to move the roll-offs we have at select host sites for glass and aluminum cans. Quote included.

3. Evaluation plan - How weight collected will be measured and documented, how the program will be evaluated for efficiency and attainment of waste diversion goals.

Material is either collected by drivers on a route or brought to the MRF by residents. Weights are estimated or weighed on a scale upon collected as required. Route drivers either weigh or estimate each material collected in every dumpster, roll off or packer truck when they are unloaded. Weight slips are filled out and logged by the clerk for reporting. Materials are baled and each bale is weighed on a yearly certified floor scale before being loaded onto trailers for shipping. Weights are logged by the clerk who prepares the bill of lading for shipping. These weights are actual and are used for yearly totals. Increases in weights shipped are used to evaluate waste diversion.

We have a survey available on our website that will be advertised to residents, industries, schools and municipalities on our social media.

4. Sharing information with townships - Each county is required to distribute tonnage information to each township that hosts a recycling drop-off location by March for the previous year's collection. Presentation of the information can be in person or by letter.

We will provide tonnage information and any pertinent information to each township that hosts a recycling drop-off by March of 2026 for 2025 at least one time per year as required.

5. Narrative explaining institutional recycling program - list of facilities participating, types of material collected. Describe the training to be provided to employees of those agencies to ensure participants understand what materials to put in the bins.

We have information on the website that explains how schools and government offices can become involved in recycling. Our business/industry newsletter includes a statement on how schools and government offices can contact our program to start recycling. The newsletter is distributed via e-mail and also available on our website. We conduct waste audits for schools, government offices, businesses and industries upon request. During waste audits, we share how they can become involved in recycling at their facilities. We will continue these activities in 2025.

We currently have 68 institutional participants on the institutional collection route as listed below:

Agriculture Building
Amanda Elementary
Amanda-Clearcreek MS/HS
Berne Union
Bloom Carroll Elementary
Bloom Carroll MS/HS
Bloom Carroll Primary
Board of Elections
Bremen Elementary
Carroll Municipal Building
Courthouse: Hall of Justice (224 E. Main)
Engine House #1
Engine House #2
Engine House #3
ESC of Fairfield County
Fairfield Career Center
Fairfield Co District Library NW branch
Fairfield Co District Library-Main
Fairfield Co EMA
Fairfield Co Health Dept
Fairfield Co Municipal Court, Clerk of Courts (101 E. Main)
Fairfield Co Municipal Ct by PNC -W. Main
Fairfield Co Parks and Rec
Fairfield Co Records
Fairfield Co Title Office (BMV) - Lancaster
Fairfield Co Utilities-Lockville
Fairfield Co. Board of DD- Columbus St.
Fairfield Co. Board of DD- Services & Support (Reyn. Balt Rd
Fairfield Co. Board of DD-Admin Lancaster(795 College Ave.
Fairfield Co. Board of DD-Art & Clay

Fairfield Co. Sheriff Office Fairfield Commissioners Office (108 N. High St.) Fairfield County Workforce Fairfield Juvenile Court-E. Chestnut Fairfield Union Bus Garage Fairfield Union MS/HS Forest Rose School General Sherman Jr. High Gorsuch West Elementary Job & Family Svc Lancaster City School District Office Lancaster Gas Lancaster High School Lancaster High School Lancaster Public Transit Lancaster Street Dept. Medill Elementary Mount Pleasant Elementary ODOT Ohio Highway Patrol OUL Pickerington HS Pleasant Twp Fire Dept Pleasantville Elementary Ridgeview Jr. High Rushville Middle Sanderson Head Start Stansberry High School Sugar Grove Municipal Tallmadge Elementary Tarhe Preschool Toll Gate Elementary	Fairfield Co. Dog Shelter
Fairfield County Workforce Fairfield Juvenile Court-E. Chestnut Fairfield Union Bus Garage Fairfield Union MS/HS Forest Rose School General Sherman Jr. High Gorsuch West Elementary Job & Family Svc Lancaster City School District Office Lancaster City Water Pollution Dept. Lancaster Gas Lancaster High School Lancaster Public Transit Lancaster Street Dept. Medill Elementary Mount Pleasant Elementary ODOT Ohio Highway Patrol OUL Pickerington HS Pleasant Twp Fire Dept Pleasantville Elementary Ridgeview Jr. High Rushville Middle Sanderson Head Start Stansberry High School Sugar Grove Municipal Tallmadge Elementary Tarhe Preschool Tarhe Trails Elementary Thomas Ewing Middle School Toll Gate Elementary	Fairfield Co. Sheriff Office
Fairfield County Workforce Fairfield Juvenile Court-E. Chestnut Fairfield Union Bus Garage Fairfield Union MS/HS Forest Rose School General Sherman Jr. High Gorsuch West Elementary Job & Family Svc Lancaster City School District Office Lancaster City Water Pollution Dept. Lancaster Gas Lancaster High School Lancaster Public Transit Lancaster Street Dept. Medill Elementary Mount Pleasant Elementary ODOT Ohio Highway Patrol OUL Pickerington HS Pleasant Twp Fire Dept Pleasantville Elementary Ridgeview Jr. High Rushville Middle Sanderson Head Start Stansberry High School Sugar Grove Municipal Tallmadge Elementary Tarhe Preschool Tarhe Trails Elementary Thomas Ewing Middle School Toll Gate Elementary	Fairfield Commissioners Office (108 N. High St.)
Fairfield Union Bus Garage Fairfield Union MS/HS Forest Rose School General Sherman Jr. High Gorsuch West Elementary Job & Family Svc Lancaster City School District Office Lancaster Gas Lancaster High School Lancaster Public Transit Lancaster Street Dept. Medill Elementary Mount Pleasant Elementary ODOT Ohio Highway Patrol OUL Pickerington HS Pleasant Twp Fire Dept Pleasantville Elementary Ridgeview Jr. High Rushville Middle Sanderson Head Start Stansberry High School Sugar Grove Municipal Tallmadge Elementary Tarhe Preschool Tarhe Trails Elementary Thomas Ewing Middle School Toll Gate Elementary	Fairfield County Workforce
Fairfield Union MS/HS Forest Rose School General Sherman Jr. High Gorsuch West Elementary Job & Family Svc Lancaster City School District Office Lancaster Gas Lancaster High School Lancaster Public Transit Lancaster Street Dept. Medill Elementary Mount Pleasant Elementary ODOT Ohio Highway Patrol OUL Pickerington HS Pleasant Twp Fire Dept Pleasantville Elementary Ridgeview Jr. High Rushville Middle Sanderson Head Start Stansberry High School Sugar Grove Municipal Tallmadge Elementary Tarhe Preschool Tarhe Trails Elementary Thomas Ewing Middle School Toll Gate Elementary	Fairfield Juvenile Court-E. Chestnut
Fairfield Union MS/HS Forest Rose School General Sherman Jr. High Gorsuch West Elementary Job & Family Svc Lancaster City School District Office Lancaster Gas Lancaster High School Lancaster Public Transit Lancaster Street Dept. Medill Elementary Mount Pleasant Elementary ODOT Ohio Highway Patrol OUL Pickerington HS Pleasant Twp Fire Dept Pleasantville Elementary Ridgeview Jr. High Rushville Middle Sanderson Head Start Stansberry High School Sugar Grove Municipal Tallmadge Elementary Tarhe Preschool Tarhe Trails Elementary Thomas Ewing Middle School Toll Gate Elementary	Fairfield Union Bus Garage
General Sherman Jr. High Gorsuch West Elementary Job & Family Svc Lancaster City School District Office Lancaster Gas Lancaster High School Lancaster Public Transit Lancaster Street Dept. Medill Elementary Mount Pleasant Elementary ODOT Ohio Highway Patrol OUL Pickerington HS Pleasant Twp Fire Dept Pleasantville Elementary Ridgeview Jr. High Rushville Middle Sanderson Head Start Stansberry High School Sugar Grove Municipal Tallmadge Elementary Tarhe Preschool Tarhe Trails Elementary Thomas Ewing Middle School Toll Gate Elementary	Fairfield Union MS/HS
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Lancaster Street Dept. Medill Elementary Mount Pleasant Elementary ODOT Ohio Highway Patrol OUL Pickerington HS Pleasant Twp Fire Dept Pleasantville Elementary Ridgeview Jr. High Rushville Middle Sanderson Head Start Stansberry High School Sugar Grove Municipal Tallmadge Elementary Tarhe Preschool Tarhe Trails Elementary Thomas Ewing Middle School Toll Gate Elementary	Lancaster High School
Medill Elementary Mount Pleasant Elementary ODOT Ohio Highway Patrol OUL Pickerington HS Pleasant Twp Fire Dept Pleasantville Elementary Ridgeview Jr. High Rushville Middle Sanderson Head Start Stansberry High School Sugar Grove Municipal Tallmadge Elementary Tarhe Preschool Tarhe Trails Elementary Thomas Ewing Middle School Toll Gate Elementary	Lancaster Public Transit
Mount Pleasant Elementary ODOT Ohio Highway Patrol OUL Pickerington HS Pleasant Twp Fire Dept Pleasantville Elementary Ridgeview Jr. High Rushville Middle Sanderson Head Start Stansberry High School Sugar Grove Municipal Tallmadge Elementary Tarhe Preschool Tarhe Trails Elementary Thomas Ewing Middle School Toll Gate Elementary	Lancaster Street Dept.
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Sugar Grove Municipal Tallmadge Elementary Tarhe Preschool Tarhe Trails Elementary Thomas Ewing Middle School Toll Gate Elementary	Sanderson Head Start
Tallmadge Elementary Tarhe Preschool Tarhe Trails Elementary Thomas Ewing Middle School Toll Gate Elementary	Stansberry High School
Tarhe Preschool Tarhe Trails Elementary Thomas Ewing Middle School Toll Gate Elementary	Sugar Grove Municipal
Tarhe Trails Elementary Thomas Ewing Middle School Toll Gate Elementary	Tallmadge Elementary
Thomas Ewing Middle School Toll Gate Elementary	Tarhe Preschool
Toll Gate Elementary	Tarhe Trails Elementary
	Thomas Ewing Middle School
LISDA Dickorington	Toll Gate Elementary
ODDA-LICKELIIIRCOLI	USDA-Pickerington
Violet Elementary	Violet Elementary
Violet Twp Fire Dept - Station 592	Violet Twp Fire Dept - Station 592

SECTION VI: MATERIALS TO BE COLLECTED: (check all that apply):

X	Aluminum cans	X	Plastic #1 PETE
X	Aluminum scrap	X	Plastic #2 HDPE
X	Bimetal cans		Plastic #3-7
X	Steel cans	$\overline{}_{X}$	Glass (at select locations)
X	Newspaper		Office Paper
X	Cardboard		Yard Waste
X	Tires (only as dumped at drop off sites)	\overline{X}	Other (please specify what)**

**Additional metals through buyback lane along with batteries and lightbulbs. We now accept hard to recycle items like plastics 3-7 through the Orange Bag Hefty Program.					

For your budget, fill in the yellow highlighted blanks on the following sheets.

To provide further explanations, right click on the cell you want to explain, choose "Insert comment", then type however much you want to describe this expenditure. To edit your comment later, right click on that cell again, choose "Edit Comment" and make changes.

On the Outreach Plan page, fill in Column D with the activities you are planning to implement in 2023 to reach each audience. These activities support the need for funds in the budget page. Be brief but complete. The cells are formatted to expand to however much you type.

Do not type anywhere that isn't highlighted. You will mess up all the formulas.

Don't add lines. They won't add into the total. Call me if you are trying to put in a cost and you can't find

						AMOUNT
Manager Salary	Hourly rate #1 =		Number of hours to be claimed = Number of hours to be claimed =		Total Salary needed = Total Salary needed =	41,558.40 43,636.32
	Hourly rate #2 =	р 41.90	Number of hours to be claimed =	1040	Total Salary needed =	43,030.32
Assistant Salary	Hourly rate #1 =	\$ 27.68	Number of hours to be claimed =		Total Salary needed =	2,878.72
	Hourly rate #2 =	\$ 29.06	Number of hours to be claimed =	104	Total Salary needed =	3,022.66
Manager Fringes	PERS/retirement rate =		times 2026 annual salary =		_Total Fringes for Manager =	13,490.23
	FICA/Social Security rate =		times 2026 annual salary =	5,282.07 1,235.32		
	Medicare rate = Hospitalization per mo.=	1.45%	times 2026 annual salary = times 12 months =	1,235.32		
	Life Insurance per mo. =	\$ 3.50		42.00		
	Workers Comp rate =	1.07%	times 2026 annual salary =	913.20	-	
	Unemployment =	0.60%	<u>.</u>	54.00	-	
Assistant Fringes	PERS/retirement =	9.00%	times 2026 annual salary =	531.12	Total Fringes for Assistant =	2,717.88
_	FICA/Social Security =		times 2026 annual salary =	365.89	-	
	Medicare =		times 2026 annual salary =	85.57		
	Hospitalization = Life Insurance =		times 12 months = times 12 months =	1,684.04 4.20		
	Workers Comp =		times 12 months – times 2026 annual salary =	11.65		
	Unemployment =		times 2026 annual salary =	35.41		
Equipment Maintenance:					copier maintenance =	1,650.00
					other maintenance =	
Equipment Purchase			(include vendor quotes in application))	new purchases =	
					copier lease =	
Postage					postage itself =	350.00
			(po box rentals, bulk permits or meter	lease)	other =	
Office and Supplies	number of landlines =	2	monthly cost each =	58 26	total needed for phones =	1,398.35
отпостине обърмал	number of cell phones =		monthly cost each =		total needed for phones =	2,961.00
	# of email accounts =		monthly cost each =		total needed for email =	720.00
	number of copies =	2500	cost per copy =		total needed for running copies	150.00
	Subscriptions -		name of publication =		annual cost =	
			name of publication = name of publication =		annual cost = annual cost =	
	closet supplies =		name of pashounch		annaar ooot	
Membership Food	Organization name =	OALPRP	annual membership cost =	125.00	total for membership	125.00
Membership Fees	Organization name = Organization name =	EECO	annual membership cost =		total for membership	90.00
	Organization name =		annual membership cost =	00.00	total for membership	0.00
	Organization name =		annual membership cost =		total for membership	0.00
Vehicle Maintenance	miles driven per year =	\$ 3.25	times price per gallon of gas = Divided by the miles per gallon =	3,500.00 16.00	equals \$ for gas	710.94
	maintenance/repair of vehic	le	Divided by the filles per gallon –	10.00	_	
	insurance premiums					1,496.00
	OR					
	miles driven per year =	1800	times mileage rate =	0.58	equals \$ for mileage	1,044.00
Vehicle Purchase	new vehicle purchase					
Training	conference name =	OALPRP	number attending =	2	conf. costs =	1,250.00
	conference name =	EECO	number attending =		conf. costs =	1,250.00
Contingencies						200.00
20						200.00

OUTREACH PLAN

Equipment Purchase/Lease	what is being purchased what is being purchased what is being purchased				AMOUNT
Supplies				presentation/activity supplies = presentation/activity supplies =	300.00 1,500.00
Advertising	number of recycling guides to be printed = number of newsletters to be printed = number of other publications = number of radio ads = number of newspaper ads = number of billboard ads = number of tv ads = annual website cost (domain name, host fee) =	750 price eac 0 price eac 2500 price eac 1 price eac 4 price eac 1 price eac 0 price eac	h = 0.06 h = 0.06 h = 350.00 h = 425.00 h = 980.00	dollars needed for guides = dollars needed for newsletters = dollars needed for other = dollars needed for radio ads = dollars needed for newspaper ads = dollars needed for billboard ads = dollars needed for tv ads =	810.00 0.00 150.00 350.00 1,700.00 980.00
Awards/Promotion	substitute name of item to be bought number of educational message - pencils #1: number of educational message - bracelets #2: number of educational message - t-shirts #3: number of educational message - box cutter #4: number of educational message - coloring books #6: number of educational message - magnets - #7: number of educational message - bird feeders - #8: number of public recognition awards: space rental for display event and admission tickets: display materials:	= 200 price eac	h = 2.85 h = 12.00 h = 2.75 h = 1.30 h = 0.99 h = 1.80 h = 3.20	total needed for this item =	1,000.00 570.00 1,800.00 687.50 325.00 225.00 900.00 800.00 0.00
Signs Workshops	number of signs =	price eac	h =	total needed for signs = space rental = activity supplies = food for participants = registration or promotion materials =	1,500.00 750.00
				SUBTOTAL OUTREACH	\$ 131,315.77

LITTER COLLECTION

				AMOUNT
Litter Supervisor Salary	Hourly rate #1 = Hourly rate #2 =	Number of hours to be claimed = Number of hours to be claimed =	Total Salary needed = Total Salary needed =	0.00
Fringes	PERS/retirement rate = FICA/Social Security rate = Medicare rate = Hospitalization per mo.= Life Insurance per mo. = Workers Comp rate = Unemployment =	times 2026 annual salary = times 2026 annual salary = times 2026 annual salary = times 12 months = times 12 months = times 2026 annual salary =	0.00 Total Fringes for Litter Supv = 0.00	0.00
Equipment Purchase/Rental	what is to be purchased/rented:		cost to purchase/rent =	
Equipment Maintenance	equipment to be maintained:		cost to maintain it:	
Supplies	monthly cost of cell phone = # pairs of gloves = # boxes of bags =	number of months = 500 price each = 400 price each =	total for cell phone = 1.40 total needed for gloves = 0.25 total needed for bags = tarps, straps, spray, 1st aid =	0.00 700.00 100.00
Vehicle Maintenance Vehicle Purchase	# gallons of gas	price per gallon estimated =	Truck Maintenance total needed for gas = annual truck Insurance premium new purchase	0.00
Signs	number of signs to be made =	price each =	total needed for signs =	0.00
Disposal Fees	approx # tons trash direct hauled = Approx # appliances = Approx # tires = dumpster rental per month = # of dumpster pulls per yr =	28 times disposal fee per ton = x price each = x price per tire = x number of months = average price each =	30.00 equals landfill costs = equals dollars for appliances = equals dollars needed for tires = total dollars for dumpster rental dollars for dumpster pulls =	840.00 0.00 0.00 0.00 0.00

SUBTOTAL LITTER

\$ 1,640.00

						AMOUNT	
Supplies	# Volunteers =		Price each for food		equals total needed for food =		0.00
					gloves =		
					receipt books =		
					equipment rental = portapots =		
					other =		
					other –		
Advertising					newspaper ad for tires =		
					radio ad for tires =		
					billboard ad for tires =		
					newspaper ad for appliances =		
					radio ad for appliances = billboard ad for appliances =		
					flyers for all collections =		
					nyere for an echecution		
Equipment Rental	what is to be purchased/rented:				cost to purchase/rent =		
				<u>-</u>			
Signs	number of signs to be made =		price each =		total needed for signs =		0.00
Handling/Transportation	Approx # tires =		x price per tire =		equals dollars needed for tires =		0.00
	Approx # appliances =		x price per appliance =		equals dollars needed for appliances = freon removal/recycling =		0.00
	Approx # electronic devices =		x price per device =		equals dollars needed for electronics =		0.00
	Approx # electronic devices =		x price per device =		equals dollars needed for electronics =		0.00
			SUBTOTAL RECYCLIN	IG COLLEC	TION EXPENSES	¢	_
			OODTOTAL REGIOEM	IO OOLLLO	THOR EXI ENGLS	Ψ	
			MINUS	\$ CHARG	ED TO PARTICIPANTS		
			MINUS	\$ FROM (OUTSIDE SPONSORS		
			NET RECYCLING COLLECTION EXPENSE FROM DISTRICT (THERE IS NO MONEY BUDGETED FOR		YPENSE EDOM DISTRICT	¢	
						4	
					DISTRICT. TALK WITH YOUR		
					COUNTY AGENCIES TO SEE IF THERE IS		

Please allocate the net amount requested from the district (cell G37) into the four allowable line items as you want it budgeted.

ANYTHING AVAILABLE ONCE PROGRAMS ARE FUNDED WITHIN COUNTY)

Recycling Collection Drives	Amount Requested
Equipment Rental	
Supplies	
Advertising/Print	
Signs	
Handling/Transportation	
Subtotal Collection Drives	0.00

SALARIES				
Name: Operations Mgr	Hourly rate #1 = Hourly rate #2 =	\$ 27.38 Number of hours to be claimed = \$ 28.75 Number of hours to be claimed =	116 Total Salary needed = 116 Total Salary needed =	3,176.08 3,334.88
CDL-B Driver	Hourly rate #1 = Hourly rate #2 =	\$ 22.50 Number of hours to be claimed = \$ 23.63 Number of hours to be claimed =	832 Total Salary needed = 832 Total Salary needed =	18,720.00 19,656.00
CDL-B Driver	Hourly rate #1 = Hourly rate #2 =	\$ 21.66 \$ 22.74 Number of hours to be claimed =	939 Total Salary needed = 939 Total Salary needed =	20,338.74 21,355.68
Driver	Hourly rate #1 = Hourly rate #2 =	\$ 18.71 Number of hours to be claimed = Number of hours to be claimed =	143 Total Salary needed = 143 Total Salary needed =	2,675.53 2,809.31
	Hourly rate #1 = Hourly rate #2 =	Number of hours to be claimed = Number of hours to be claimed =	Total Salary needed = Total Salary needed =	0.00
	Hourly rate #1 = Hourly rate #2 =	Number of hours to be claimed = Number of hours to be claimed =	Total Salary needed = Total Salary needed =	0.00
	Hourly rate #1 = Hourly rate #2 =	Number of hours to be claimed = Number of hours to be claimed =	Total Salary needed = Total Salary needed =	0.00
	Hourly rate #1 = Hourly rate #2 =	Number of hours to be claimed = Number of hours to be claimed =	Total Salary needed = Total Salary needed =	0.00
	Hourly rate #1 = Hourly rate #2 =	Number of hours to be claimed = Number of hours to be claimed =	Total Salary needed = Total Salary needed =	0.00
	Hourly rate #1 = Hourly rate #2 =	Number of hours to be claimed = Number of hours to be claimed =	Total Salary needed = Total Salary needed =	0.00
FRINGES				
Name:	PERS/retirement rate = FICA/Social Security rate = Medicare rate =	7.00% times 2026 annual salary = 6.20% times 2026 annual salary = 1.45% times 2026 annual salary =	455.77 Total Fringes = 403.68 94.41	2,982.48
Operations Mgr	Hospitalization per mo.= Life Insurance per mo. = Workers Comp rate = Unemployment =	\$ 159.59 times 12 months = \$ 0.39 times 12 months = 1.07% times 2026 annual salary = 0.60% times 2026 annual salary =	1,915.08 4.68 69.79 39.07	
Name: CDL-B Driver	PERS/retirement rate = FICA/Social Security rate = Medicare rate = Hospitalization per mo.= Life Insurance per mo. = Workers Comp rate = Unemployment =	7.00% times 2026 annual salary = 6.20% times 2026 annual salary = 1.45% times 2026 annual salary = 1,144.65 times 12 months = 1.07% times 2026 annual salary = 0.60% times 2026 annual salary =	2,686.32 Total Fringes = 2,379.31 556.45 13,735.75 33.60 411.35 230.26	20,033.04
Name: CDL-B Driver	PERS/retirement rate = FICA/Social Security rate = Medicare rate = Hospitalization per mo.= Life Insurance per mo. = Workers Comp rate = Unemployment =	6.00% times 2026 annual salary = 6.20% times 2026 annual salary = 1.45% times 2026 annual salary = 1.45% times 2026 annual salary = 1.685.65 times 12 months = 1.07% times 2026 annual salary = 0.60% times 2026 annual salary =	2,501.67 Total Fringes = 2,585.05 604.57 32,227.79 37.92 446.92 250.17	38,654.09
	PERS/retirement rate =	8.00% times 2026 annual salary =	438.79 Total Fringes =	5,863.81

Name	FICA/Social Security rate =	6.20% times 2026 annual salary =	340.06	
Name:	Medicare rate =	1.45% times 2026 annual salary =	79.53	
Driver	Hospitalization per mo.=	\$ 409.00 times 12 months = 0.48 times 12 months =	4,907.96	
	Life Insurance per mo. = Workers Comp rate =	1.07% times 2026 annual salary =	<u>5.78</u> 58.79	
	Unemployment =	0.60% times 2026 annual salary =	32.91	
	onemployment –	0.0076 unies 2020 annual salary –	32.91	
	PERS/retirement rate =	times 2026 annual salary =	0.00 Total Fringes =	0.00
	FICA/Social Security rate =	times 2026 annual salary =	0.00	
Name:	Medicare rate =	times 2026 annual salary =	0.00	
	0 Hospitalization per mo.=	times 12 months =	0.00	
	Life Insurance per mo. =	times 12 months =	0.00	
	Workers Comp rate =	times 2026 annual salary =	0.00	
	Unemployment =	times 2026 annual salary =	0.00	
	PERS/retirement rate =	times 2026 annual salary =	0.00 Total Fringes =	0.00
	FICA/Social Security rate =	times 2026 annual salary =	0.00	
Name:	Medicare rate =	times 2026 annual salary =	0.00	
	0 Hospitalization per mo.=	times 12 months =	0.00	
	Life Insurance per mo. =	times 12 months =	0.00	
	Workers Comp rate =	times 2026 annual salary =	0.00	
	Unemployment =	times 2026 annual salary =	0.00	
	PERS/retirement rate =	times 2026 annual salary =	0.00 Total Fringes =	0.00
	FICA/Social Security rate =	times 2026 annual salary =	0.00	
Name:	Medicare rate =	times 2026 annual salary =	0.00	
	0 Hospitalization per mo.=	times 12 months =	0.00	
	Life Insurance per mo. =	times 12 months =	0.00	
	Workers Comp rate =	times 2026 annual salary =	0.00	
	Unemployment =	times 2026 annual salary =	0.00	
	PERS/retirement rate =	times 2026 annual salary =	0.00 Total Fringes =	0.00
	FICA/Social Security rate =	times 2026 annual salary =	0.00	
Name:	Medicare rate =	times 2026 annual salary =	0.00	
	0 Hospitalization per mo.=	times 12 months =	0.00	
	Life Insurance per mo. =	times 12 months =	0.00	
	Workers Comp rate =	times 2026 annual salary =	0.00	
	Unemployment =	times 2026 annual salary =	0.00	
	PERS/retirement rate =	times 2026 annual salary =	0.00 Total Fringes =	0.00
	FICA/Social Security rate =	times 2026 annual salary =	0.00	
Name:	Medicare rate =	times 2026 annual salary =	0.00	
	0 Hospitalization per mo.=	times 12 months =	0.00	
	Life Insurance per mo. =	times 12 months =	0.00	
	Workers Comp rate =	times 2026 annual salary =	0.00	
	Unemployment =	times 2026 annual salary =	0.00	
	PERS/retirement rate =	times 2026 annual salary =	0.00 Total Fringes =	0.00
	FICA/Social Security rate =	times 2026 annual salary =	0.00	·
Name:	Medicare rate =	times 2026 annual salary =	0.00	
	0 Hospitalization per mo.=	times 12 months =	0.00	
	Life Insurance per mo. =	times 12 months =	0.00	
	Workers Comp rate =	times 2026 annual salary =	0.00	
	Unemployment =	times 2026 annual salary =	0.00	
Supplies	number of cell phones =	1 monthly cost each =	123.38 total needed for phones =	1,480.56
	misc. small tools carried on coll	ection trucks that cost less than \$100 a piece		
Signs	number of sign #1 =	110 price each =	12.00 total needed for signs =	1,320.00

	number of sign #2 =	6 price each =	150.00 total needed for signs =	900.00
Vehicle Purchase			new purchase	
Vehicle Maintenance	annual insurance per vehicle= gallons of gasoline =	1,771.23 times number of vehicles = 13200 times price per gallon =	7.00 total to insure vehicles = 3.95 total needed for fuel = Truck Maintenance = Truck Repairs =	12,398.63 52,140.00 15,000.00
Equipment Purchase	item to be purchased = (dumpster) item to be purchased = (rolloff trail item to be purchased =		5 total needed for purchases 1 total needed for purchases total needed for purchases	11,200.00 32,000.00 0.00
Equipment Maintenance	(trailers, rolloff containers and shed	ds)	Container Maintenance = Container Repairs = Container Refurbishing =	3,200.00 3,000.00 6,500.00
Equipment Insurance	number of trailers/containers	cost to insure each =	Equipment Insurance =	0.00
Postage	number of letters to be mailed =	cost for each letter =	total needed for postage	0.00
Advertising/Print	cost of placing ads for residential d	Iropoff collection sites or printing recycling flyers		
Site Host Stipend	(attach written contracts)	25 number of contracted sites =	25 times \$500 each maximum =	12,500.00
Disposal of Contaminants	monthly rental of container = number of pulls anticipated=	120 times twelve months 32 cost for each pull =	total needed for container 950 total needed for disposal	1,440.00 30,400.00
TOTAL BUDGET:				343,078.83

SALARIES

Name:				
Operations Manager	Hourly rate #1 =	\$ 27.38 Number of hours to be claimed =	123 Total Salary needed =	3,367.74
Operations Manager	Hourly rate #1 =	\$ 28.75 Number of hours to be claimed =	123 Total Salary needed =	3,536.13
	Hourly rate #2 =	Number of flours to be claimed –	123 Total Salary Needed –	3,330.13
CDL-B Driver	Hourly rate #1 =	\$ 22.50 Number of hours to be claimed =	208 Total Salary needed =	4,680.00
<u> </u>	Hourly rate #2 =	\$ 23.63 Number of hours to be claimed =	208 Total Salary needed =	4,914.00
		1.1.1.1.2.1.2.1.2.1.2.1.2.1.2.1.2.1.2.1		
CDL-B Driver	Hourly rate #1 =	\$ 21.66 Number of hours to be claimed =	101 Total Salary needed =	2,187.66
	Hourly rate #2 =	\$ 22.74 Number of hours to be claimed =	101 Total Salary needed =	2,297.04
	•			
	Hourly rate #1 =	Number of hours to be claimed =	Total Salary needed =	0.00
	Hourly rate #2 =	Number of hours to be claimed =	Total Salary needed =	0.00
	Hourly rate #1 =	Number of hours to be claimed =	Total Salary needed =	0.00
	Hourly rate #2 =	Number of hours to be claimed =	Total Salary needed =	0.00
	11 1 1 1/4	N. J. G. J. J. J.	T + + O + + + +	0.00
	Hourly rate #1 =	Number of hours to be claimed =	Total Salary needed =	0.00
	Hourly rate #2 =	Number of hours to be claimed =	Total Salary needed =	0.00
	Hourly rate #1 =	Number of hours to be claimed =	Total Salary needed =	0.00
	Hourly rate #2 =	Number of hours to be claimed =	Total Salary needed =	0.00
	riodity rate #2	Number of flours to be dialified	Total Galary Heeded	0.00
	Hourly rate #1 =	Number of hours to be claimed =	Total Salary needed =	0.00
	Hourly rate #2 =	Number of hours to be claimed =	Total Salary needed =	0.00
	•			
FRINGES				
	PERS/retirement rate =	7.00% times 2026 annual salary =	483.27 Total Fringes =	3,162.45
	FICA/Social Security rate =	6.20% times 2026 annual salary =	428.04	
Name:	Medicare rate =	1.45% times 2026 annual salary =	100.11	
Operations Manager	Hospitalization per mo.=	\$ 169.22 times 12 months =	2,030.65	
	Life Insurance per mo. =	\$ 0.41 times 12 months = 1.07% times 2026 annual salary =	4.97 74.00	
	Workers Comp rate = Unemployment =	0.60% times 2026 annual salary =	41.42	
	Onemployment –	U.00 % unles 2020 annual salary –	41.42	
	PERS/retirement rate =	7.00% times 2026 annual salary =	671.58 Total Fringes =	5,008.26
	FICA/Social Security rate =	6.20% times 2026 annual salary =	594.83	0,000.20
Name:	Medicare rate =	1.45% times 2026 annual salary =	139.11	
CDL-B Driver	Hospitalization per mo.=	\$ 286.16 times 12 months =	3,433.94	
	Life Insurance per mo. =	\$ 0.70 times 12 months =	8.40	
	Workers Comp rate =	1.07% times 2026 annual salary =	102.84	
	Unemployment =	0.60% times 2026 annual salary =	57.56	
	PERS/retirement rate =	6.00% times 2026 annual salary =	269.08 Total Fringes =	4,157.68
	FICA/Social Security rate =	6.20% times 2026 annual salary =	278.05	
Name:	Medicare rate =	1.45% times 2026 annual salary =	65.03	
CDL-B Driver	Hospitalization per mo.=	\$ 288.87 times 12 months =	3,466.46	
	Life Insurance per mo. =	\$ 0.34 times 12 months =	4.08	
	Workers Comp rate =	1.07% times 2026 annual salary =	48.07	
	Unemployment =	0.60% times 2026 annual salary =	26.91	
	PERS/retirement rate =	times 2026 annual salary =	0.00 Total Fringes =	0.00
	FICA/Social Security rate =	times 2026 annual salary =	0.00 rotal Filliges –	0.00
Name:	Medicare rate =	times 2026 annual salary =	0.00	
Tamo.	Hospitalization per mo.=	times 12 months =	0.00	
	1 Toophanzadon por mo.	unios 12 montro		

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	Life Insurance per mo. =	times 12 months =	0.00	
	Workers Comp rate =	times 2026 annual salary =	0.00	
	Unemployment =	times 2026 annual salary =	0.00	
	PERS/retirement rate =	times 2026 annual salary =	0.00 Total Fringes =	0.00
	FICA/Social Security rate =	times 2026 annual salary =	0.00	
Name:	Medicare rate =	times 2026 annual salary =	0.00	
	Hospitalization per mo.=	times 12 months =	0.00	
	Life Insurance per mo. =	times 12 months =	0.00	
	Workers Comp rate =	times 2026 annual salary =	0.00	
	Unemployment =	times 2026 annual salary =	0.00	
	PERS/retirement rate =	times 2026 annual salary =	0.00 Total Fringes =	0.00
	FICA/Social Security rate =	times 2026 annual salary =	0.00	
Name:	Medicare rate =	times 2026 annual salary =	0.00	
11011101	Hospitalization per mo.=	times 12 months =	0.00	
	Life Insurance per mo. =	times 12 months =	0.00	
	Workers Comp rate =	times 2026 annual salary =	0.00	
	Unemployment =	times 2026 annual salary =	0.00	
	Ghemployment	unico 2020 dilitadi salaty	0.00	
	PERS/retirement rate =	times 2026 annual salary =	0.00 Total Fringes =	0.00
	FICA/Social Security rate =	times 2026 annual salary =	0.00	0.00
Name:	Medicare rate =	times 2026 annual salary =	0.00	
rumo.	Hospitalization per mo.=	times 12 months =	0.00	
	Life Insurance per mo. =	times 12 months =	0.00	
	Workers Comp rate =	times 2026 annual salary =	0.00	
	Unemployment =	times 2026 annual salary =	0.00	
	Chempleymont	unios 2525 annual calary	0.00	
	PERS/retirement rate =	times 2026 annual salary =	0.00 Total Fringes =	0.00
	FICA/Social Security rate =	times 2026 annual salary =	0.00	0.00
Name:	Medicare rate =	times 2026 annual salary =	0.00	
	Hospitalization per mo.=	times 12 months =	0.00	
	Life Insurance per mo. =	times 12 months =	0.00	
	Workers Comp rate =	times 2026 annual salary =	0.00	
	Unemployment =	times 2026 annual salary =	0.00	
	Chempleymont	anno 2020 annoan oanary		
Supplies	number of cell phones =	monthly cost each =	total needed for phones =	0.00
Vehicle Purchase			new purchase	
Vehicle Maintenance	gallons of gasoline =	1500 times price per gallon =	3.95 total needed for fuel =	5,925.00
	annual insurance per vehicle=	798.57 times number of vehicles =	2.00 total to insure vehicles =	1,597.14
			Truck Maintenance =	
			Truck Repairs =	
Equipment Purchase	item to be purchased =	cost for item	total needed for purchases	0.00
Equipment Fulchase	item to be purchased =	cost for item	total needed for purchases	0.00
	•			0.00
	item to be purchased =	cost for item	total needed for purchases	0.00
Equipment Maintenance	(trailers, containers)		Maintenance =	
• •	,		Repairs =	
			Refurbishing =	
			•	

TOTAL BUDGET: 40,833.11

SALARIES

SALARIES					
Name:	Hourly rate #1 =	the C7 30 Number of hours to be alaimed -	592 Total Salary needed =		16 200 06
Operations Mgr	Hourly rate #1 = Hourly rate #2 =	\$ 27.38 Number of hours to be claimed = \$ 28.75 Number of hours to be claimed =	593 Total Salary needed =		16,208.96 17,048.16
	riodity rate #2 –	Trumber of flours to be dialified –	rotal calary ficeded =		17,040.10
Floor Sprvr	Hourly rate #1 =	\$ 22.81 Number of hours to be claimed =	811 Total Salary needed =		18,498.91
	Hourly rate #2 =	\$ 23.95 Number of hours to be claimed =	811 Total Salary needed =		19,423.86
Mat'l Handler	Hourly rate #1 =	\$ 16.29 Number of hours to be claimed =	1040 Total Salary needed =		16,941.60
	Hourly rate #2 =	\$ 17.10 Number of hours to be claimed =	1040 Total Salary needed =		17,788.68
		0.00	505 7 4 10 4		44 750 50
Driver	Hourly rate #1 =	\$ 20.10 Number of hours to be claimed =	585 Total Salary needed =		11,758.50
	Hourly rate #2 =	\$ 21.11 Number of hours to be claimed =	585 Total Salary needed =		12,346.43
Mat'l Handler	Hourly rate #1 =	\$ 22.47 Number of hours to be claimed =	520 Total Salary needed =		11,684.40
Mat I Harraro	Hourly rate #2 =	\$ 23.59 Number of hours to be claimed =	520 Total Salary needed =		12,268.62
Line Supervisor	Hourly rate #1 =	\$ 21.85 Number of hours to be claimed =	1040 Total Salary needed =		22,724.00
	Hourly rate #2 =	\$ 22.94 Number of hours to be claimed =	1040 Total Salary needed =		23,860.20
Vacant, Mat'l Handler	Hourly rate #1 =	\$ 14.51 Number of hours to be claimed =	1040 Total Salary needed =		15,090.40
	Hourly rate #2 =	\$ 15.24 Number of hours to be claimed =	1040 Total Salary needed =		15,844.92
Vacant, Mat'l Handler	Hourly rate #1 =	\$ 14.51 Number of hours to be claimed =	1040 Total Salary needed =		15,090.40
- table in the same in the sam	Hourly rate #2 =	\$ 15.24 Number of hours to be claimed =	1040 Total Salary needed =		15,844.92
	,				
Mat'l Handler	Hourly rate #1 =	\$ 15.53 Number of hours to be claimed =	680 Total Salary needed =		10,560.40
	Hourly rate #2 =	\$ 16.31 Number of hours to be claimed =	680 Total Salary needed =		11,088.42
	11	Normalis and the same As the selection of the	Total Colomon and advanced		0.00
	Hourly rate #1 = Hourly rate #2 =	Number of hours to be claimed = Number of hours to be claimed =	Total Salary needed = Total Salary needed =		0.00
	Flourity rate #2 -	Number of flours to be claimed -	Total Galary Needed –		0.00
FRINGES					
	PERS/retirement rate =	7.00% times 2026 annual salary =	2,328.00 Total Fringes for	=	15,233.89
	FICA/Social Security rate =	6.20% times 2026 annual salary =	2,061.94		
Name:	Medicare rate =	1.45% times 2026 annual salary = \$ 815.15 times 12 months =	<u>482.23</u> 9,781.77		
Operations Mgr	Hospitalization per mo.= Life Insurance per mo. =	\$ 1.99 times 12 months =	23.93		
	Workers Comp rate =	1.07% times 2026 annual salary =	356.48		
	Unemployment =	0.60% times 2026 annual salary =	199.54		
	. ,	<u></u>			
	PERS/retirement rate =	6.00% times 2026 annual salary =	2,275.37 Total Fringes for	=	19,232.29
	FICA/Social Security rate =	6.20% times 2026 annual salary =	2,351.21		
Name:	Medicare rate =	1.45% times 2026 annual salary =	549.88		
Floor Sprvr	Hospitalization per mo.=	\$ 1,115.75 times 12 months =	13,389.05		
	Life Insurance per mo. = Workers Comp rate =	\$ 2.73 times 12 months = 1.07% times 2026 annual salary =	32.75 406.49		
	Unemployment =	0.60% times 2026 annual salary =	227.54		
	G. G. Marie J. M. Marie J. Marie J. M. Mar	annot 2020 annotal salary			
	PERS/retirement rate =	6.00% times 2026 annual salary =	2,083.82 Total Fringes for	=	5,363.34
	FICA/Social Security rate =	6.20% times 2026 annual salary =	2,153.28		
Name:	Medicare rate =	1.45% times 2026 annual salary =	503.59		
Mat'l Handler	Hospitalization per mo.=	\$ - times 12 months =	0.00		
	Life Insurance per mo. = Workers Comp rate =	\$ 3.50 times 12 months = 1.07% times 2026 annual salary =	<u>42.00</u> 372.27		
	Unemployment =	0.60% times 2026 annual salary =	208.38		
	Onemployment –	unies 2020 annual salary –			
	PERS/retirement rate =	8.00% times 2026 annual salary =	1,928.39 Total Fringes for	=	24,277.07
	FICA/Social Security rate =	6.20% times 2026 annual salary =	1,494.51		
Name:	Medicare rate =	1.45% times 2026 annual salary =	349.52		
Driver	Hospitalization per mo.=	\$ 1,673.17 times 12 months =	20,078.02		
	Life Insurance per mo. =	\$ 1.97 times 12 months =	23.63		
	Life insurance per mo. –	unies 12 months –	20.00		

	Workers Comp rate = Unemployment =	1.07% times 2026 annual salary = 0.60% times 2026 annual salary =	258.38 144.63	
Name: <mark>Mat'l Handler</mark>	PERS/retirement rate = FICA/Social Security rate = Medicare rate = Hospitalization per mo.= Life Insurance per mo. = Workers Comp rate = Unemployment =	6.00% times 2026 annual salary = 6.20% times 2026 annual salary = 1.45% times 2026 annual salary = \$ 2,118.76 times 12 months = \$ 1.75 times 12 months = 1.07% times 2026 annual salary = times 2026 annual salary =	1,437.18 Total Fringes for 1,485.09 347.32 25,425.12 21.00 256.75 143.72	= 29,116.18
Name: <mark>Line Supervisor</mark>	PERS/retirement rate = FICA/Social Security rate = Medicare rate = Hospitalization per mo.= Life Insurance per mo. = Workers Comp rate = Unemployment =	6.00% times 2026 annual salary = 6.20% times 2026 annual salary = 1.45% times 2026 annual salary = 1.45% times 12 months = 1.07% times 12 months = 1.07% times 2026 annual salary = 1.060% times 2026 annual salary =	2,795.05 Total Fringes for 2,888.22 675.47 0.00 42.00 499.34 279.51	= 7,179.58
Name: <mark>Vacant, Mat'l Handler</mark>	PERS/retirement rate = FICA/Social Security rate = Medicare rate = Hospitalization per mo.= Life Insurance per mo. = Workers Comp rate = Unemployment =	0.00% times 2026 annual salary = 6.20% times 2026 annual salary = 1.45% times 2026 annual salary = \$ 4,237.52 times 12 months = \$ 3.50 times 12 months = 1.07% times 2026 annual salary = times 2026 annual salary =	0.00 Total Fringes for 1,917.99 448.56 50,850.24 42.00 331.60 185.61	= 53,776.00
Name: <mark>Vacant, Mat'l Handler</mark>	PERS/retirement rate = FICA/Social Security rate = Medicare rate = Hospitalization per mo.= Life Insurance per mo. = Workers Comp rate = Unemployment =	0.00% times 2026 annual salary = 6.20% times 2026 annual salary = 1.45% times 2026 annual salary = \$ 4,237.52 times 12 months = \$ 3.50 times 12 months = 1.07% times 2026 annual salary = 0.60% times 2026 annual salary =	0.00 Total Fringes for 1,917.99 448.56 50,850.24 42.00 331.60 185.61	= 53,776.00
Name: <mark>Mat'l Handler</mark>	PERS/retirement rate = FICA/Social Security rate = Medicare rate = Hospitalization per mo.= Life Insurance per mo. = Workers Comp rate = Unemployment =	5.00% times 2026 annual salary = 6.20% times 2026 annual salary = 1.45% times 2026 annual salary = \$ - times 12 months = \$ - times 12 months = 1.07% times 2026 annual salary = 0.60% times 2026 annual salary =	1,082.44 Total Fringes for 1,342.23 313.91 0.00 0.00 232.05 129.89	= 3,100.52
Name:	PERS/retirement rate = FICA/Social Security rate = Medicare rate = Hospitalization per mo.= Life Insurance per mo. = Workers Comp rate = Unemployment =	times 2026 annual salary = times 2026 annual salary = times 2026 annual salary = times 12 months = times 12 months = times 12 months = times 2026 annual salary = times 2026 annual salary =	0.00 Total Fringes for 0.00 0.00 0.00 0.00 0.00 0.00 0.00	= 0.00
Supplies		wire, gaylords, strapping and other materials needed to p safety glasses and other worker safety supplies needed f		11,250.00 1,200.00
Vehicle Lease/Shipping	Cost	of shipping recyclables to a market after processing, eithe	er your trucks or a contractor =	0
Equipment Purchase/Lease	item to be purchased = item to be purchased = item to be purchased =	cost for item(trailer rentals) cost for item (equip rental) cost for item	total needed for purchases total needed for purchases total needed for purchases Equipment Lease	3420 1300 0

Equipment Maintenance			Processing Equip Maintenance = Processing Equip. Repair = Fuel for forklifts =	
Equipment Insurance			Equipment Insurance =	
Disposal of Contaminants	monthly rental of container = number of pulls anticipated=	times twelve months 24 cost for each pull =	total needed for container 950 total needed for disposal	0.00 22,800.00
TOTAL BUDGET:				535,096.64

Program Administration	Amount Requested
Mgr. Salary	85,194.72
Mgr. Fringes	13,490.23
Office Assistant Salary	5,901.38
Office Assistant Fringes	2,717.88
Equipment Maintenance	1,650.00
Equipment Purchase/Lease	0.00
Postage	350.00
Office and Supplies	5,229.35
Membership Fees	215.00
Vehicle Maintenance	3,250.94
Vehicle Purchase	0.00
Training	2,500.00
Contingencies	200.00
Subtotal Administration	120,699.49

Implementing Outreach Plan	Amount Requested
Ed. Spec. Salary	57,052.32
Ed. Spec. Fringes	59,915.95
Equipment Purchase/Lease	0.00
Educational Supplies	1,800.00
Advertising/Print	3,990.00
Awards/Promotion	6,307.50
Signs	0.00
Workshops	2,250.00
Subtotal Outreach Plan	131,315.77

Litter Collection	Amount Requested
Litter Supervisor Salary	0.00
Litter Supervisor Fringes	0.00
Equipment Purchase/Rental	0.00
Equipment Maintenance	0.00
Litter Supplies	800.00
Vehicle Maintenance	0.00
Vehicle Purchase	0.00
Signs	0.00
Disposal Fees	840.00
Subtotal Litter Collection	1,640.00

Recycling Collection Drives	Amount Requested
Supplies	0.00
Advertising/Print	0.00
Equipment Rental	0.00
Signs	0.00
Handling/Transportation	0.00
Subtotal Collection Drives	0.00

RESIDENTIAL COLLECTION	Amount Requested
Salary	92,066.22
Fringes	67,533.42
Supplies	1,480.56
Signs	2,220.00

Vehicle Purchase	0.00
Vehicle Maintenance	79,538.63
Equipment Purchase	43,200.00
Equipment Maintenance	12,700.00
Postage	0.00
Advertising/Print	0.00
Site Host Stipend	12,500.00
Disposal of Contaminants	31,840.00
Subtotal Residential Collection	343,078.83

INSTITUTIONAL COLLECTION	Amount Requested
Salary	20,982.57
Fringes	12,328.40
Supplies	0.00
Vehicle Purchase	0.00
Vehicle Maintenance	7,522.14
Equipment Purchase	0.00
Equipment Maintenance	0.00
Total	40,833.11

PROCESSING	Amount Requested
Salary	284,071.77
Fringes	211,054.88
Supplies	12,450.00
Vehicle Lease/Shipping	0.00
Equipment Purchase	4,720.00
Equipment Maintenance	0.00
Disposal of Contaminants	22,800.00
Total	535,096.64

Total Dollars Requested \$1,172,663.83

Contract Budget	Amount
Salaries	545,268.97
Fringes	367,040.75
Office and Supplies	21,759.91
Postage	350.00
Equipment Purchase	47,920.00
Equipment Maintenance	14,350.00
Vehicle Purchase	0.00
Vehicle Maintenance	90,311.71
Training	2,500.00
Membership	215.00
Advertising/Print	3,990.00
Awards/Promotion	6,307.50
Signs	2,220.00
Workshops	2,250.00
Site Host Stipend	12,500.00
Disposal Fees	55,480.00
Handling/Transportation	0.00
Contingencies	200.00
TOTAL BUDGET	1,172,663.83

2026 OUTREACH PLAN

Audience	Commitments in Solid Waste Plan	2025								
	Maximize visibility of recycling opportunities and recycling in	Interactive display at county fair and other public events; assist same with offering recycling opportunities for the public. Loan recycling containers for pu								
	general	events.								
Residents										
	Reinforce recycling the right materials to increase recycling participation and decrease contamination	Encourage "report a dumper" to public; focus education on clean recyclable and "recycling right"; at least one printed article and a flyer on safer alternative to HHW; incorporate "buy recycled" message into all communications. Offer recycling opportunities such as free shredding, electronic and tire recycling to encourage people to recycle right.								
	Create outreach for under- represented populations	Radio programs, PSA and social media posts with educational message to help participate in recycling, including material to apartment dwellers/managers. Offer low cost recycling opportunities such as free document shredding, electronic recycling and tire recycling.								
	Update school activities and	Contests, presentations, camps, workshops and educational videos following								
Schools/youth	presentations to meet instructional standards	Ohio Department of Education Standards.								
	Link classroom education with actual recycling opportunities	Billboard Contest (presentation and contest), presentations with recycling center tour. Presentation and club meetings or starting/improving school recycling. Offer volunteer opportunities at the recycling center for older youth. Provide support with youth recycling projects (such as Bottle Caps for Benches).								
	Provide technical assistance in setting up school recycling programs	Yearly school check in with schools on recycling program with information on school recycling amount and recycling tips. Provide support with youth recycling projects (such as Bottle Caps for Benches).								
	Maximize communication with	Biannual newsletter with business focused emails to county businesses. Feature								
Businesses	commercial businesses and highlight successes	business recycling and sustainability efforts on social media.								
Dusiliesses	Provide technical support to start up recycling businesses	Attend career days and trade shows to distribute recycling resource guides. Offer flyer on website with information on starting a recycling business.								
	Provide information to businesses on recycling service providers and opportunities	Offer waste evaluations, newsletter contest specific to business needs. Attend county's environmental stewardship meeting offering guidance for office recycling programs.								
	Maintain relationship with business/trade organizations	Participate in Chamber events. Hold one roundtable session per year virtually for business networking opportunities to manage waste promote waste evaluations.								
Political Leaders	Provide technical support and encouragement to community recycling efforts	Communicate with all township and village offices at least once with updated contact information, summary of assistance available and invitation to put a link of community websites to the county recycling office; Promote and publicize community events, loan recycling containers, help start new twp or village recycling programs; emails to townships quarterly; promote village curbside programs.								
	Participation in community events to promote recycling	Recycling displays at events with information and supplies about buying recycled, accepted material, and local services. Promote local recycling collection events.								
	Provide information on recycling service providers and opportunities	Offer one industry roundtable virtually with information tailored to county manufacturers.								
Industries	Provide technical support in implementing a recycling program	Offer waste evaluations to start and expand recycling programs.								
	implementing a recycling program									
	Maximize communication with industries	Visits, phone calls, and at least one newsletter that reaches all county manufacturers. Attend Chamber Events to network and expand emailing list for newsletter.								

Required:

Website kept current Comprehensive Resource Guide distributed Infrastructure Inventory distributed Speaker for all five audiences

correct or add to this as needed to reflect service YOU will provide in 2026

						tons collected															
				CONTAINER																1	
		2026 POPULATION	ACCESS	CAPACITY IN																	i
		SERVED	CREDIT	CUBIC	SIGNAGE																i
NAME OF TOWNSHIP	PHYSICAL ADDRESS			YARDS	LEGIBLE?						2019	2018	2017	2016	2015	2014	2013	2012	2011		
Amanda	Halderman/Kirby St., Amanda	2,939	2,500	40	yes	72	71	72	73	72	61	32	47	47	43	45	51	49	33	26	27
Berne	600 N. Elm-Sugar Grove	5,459	5,000	40	yes	53	53	45	47	68	74	67	61	50	34	104	99	33	93	87	93
Bloom	7698 Oberlin Ct., Collegeview	10,967	5,000	24	yes	33	33	27	27	33	44	39	38	36	24	25	45	41	31	23	31
	9109 SR 159, and Main St.,																				
Clearcreek	Stoutsville	4,409	5,000	24	yes	93	82	70	64	45	64	38	57	48	38	35	50	85	48	52	60
	3245 Havensport Rd. NW, Taylor																				
Greenfield	Kia	6,202	10,000	24	yes	184	177	136	156	195	131	106	75	51	51	63	74	55	44	26	ı l
Hocking		5,236		0	yes				7	4	3	1						33	22	23	30
																					1
	1743 E. Main,151 Hubert Ave, 951																				1
	Liberty Dr, 1570 Granville Pike, 324																				1
Lancaster City	Gay St., 2095 W. Fair Ave	43,754	30,000	224	yes	1211	1099	858	727	723	703	687	707	561	493	435	576	568	442	434	467
Liberty	1000 S. Main., Baltimore	8,876	5,000	24	yes	54	48	50	41	34	44	50	46	35	35	35	37	49	40	41	42
Madison		1,911		0	yes											8	8	5	5	5	3
Pleasant	3005 LancThornville Rd	6,671	5,000	72	yes	287	284	316	470	572	467	453	385	302	260	233	282	269	197	208	210
	8885 Pleasantville Rd, 3150 Market																				ı
Richland	St	2,490	5,000	48	yes	71	69	48	40	44	48	24	28	29	22	18	22	32	21	20	19
Rushcreek	Bremen	4,635	2,500	24	yes	89	89	76	55	51	29	25	29	21							
	Zeller Park, 12933 Stonecreek Dr,																				
	6389 Blacklick Eastern Rd, 417 N.																				1
Violet	Center St.	49,428	20,000	176	yes	659	666	637	609	650	647	556	550	528	476	466	567	658	486	521	464
Walnut	11420 Millersport Rd	7,108	5,000	48	yes	116	105	105	87	67	66	53	45	41	43	36	15		8		
TOTAL		160,085	100,000	768	yes	2923	2775	2440	2402	2558	2381	2131	2068	1749	1519	1503	1826	1877	1470	1467	1446
Adjusted Population	·	157,266			•																

Adjusted Population current configuration meets required access

additional access provided by subscription and nonsubscription curbside

COUNTY RECYCLING AND OUTREACH CONTRACT

The District's Solid Waste Management Plan includes a recycling strategy that relies upon a variety of programs to accomplish the waste reduction goals set by House Bill 592. Currently, the district is required to ensure that at least 80% of district residents have access to a recycling opportunity, and that commercial entities have access to recycling locations in each county (achieved through access to public drop-off containers). To maintain the 80% residential access goal, each county is eligible to receive district funds to provide recycling services.

The 2019 state solid waste management plan allows multi-county districts to demonstrate access by calculating the population of the entire district that has access to recycling opportunities. As long as the total access is at least 80%, then any individual county may go as low as 75% of the residential population (or the equivalent of one less drop-off than would be necessary to achieve 80%, whichever is greater).

Recycling programs must be accompanied by education programs to encourage residents and businesses to increase their participation in recycling. The CFLP Solid Waste District supports local offices that provide those services and awards contracts annually to fund the programs. Within this contract are Program Administration, Education, Litter Collection on Public Property, Recycling Collection Events, and most importantly, the Countywide Residential/Institutional Recycling Program.

Recycling and Outreach are mandated by the state as part of our solid waste management plan, and thus are the top priority for funding within this contract. Litter Collection is not mandated by state law, the state solid waste management plan, or the district's solid waste management plan, but is an optional activity as long as funds are available. Limited funding is available and programs are encouraged to seek other sources of funding for that activity wherever possible.

WHO IS ELIGIBLE TO APPLY: The four member county governments.

MATCH REQUIREMENTS:

The applicant must show what local commitment is being offered to support the program beyond District funding. There is no set amount required. Common match items include, but are not limited to cash to cover expenses not included in the District Contract, administrative and technical support by the county (agency in Fairfield), office space and furnishings, and utilities.

The Contractor is the employer for all staff whose salary is paid (in part or in whole) by this contract. The District contract reimburses only salary and certain defined fringe benefits for time worked on district contract activity. All other time and employee costs, including but not limited to advertising for hire, interviews, screening, testing, training, licensing or additional fringe benefits offered by the Contractor remain the responsibility of the Contractor.

When personnel assigned to recycling are required by their employer to perform duties outside the district contract, the Commissioners (head of agency for Fairfield) will be required to cover salary, fringes, leave accrual, and other costs associated with that time. The funding application must include a letter from the Commissioners (head of agency for Fairfield) acknowledging that responsibility and confirming that funds have been budgeted to cover such costs unless the Commissioners (head of agency for Fairfield) guarantees that personnel will remain 100% dedicated to approved district contract activity.

Programs are permitted to use volunteers to implement recycling or outreach activities, but are not required to do

so within the district contract. Volunteers are defined as individuals who willingly provide services to the Recycling and Outreach programs with no expectation or receipt of compensation or remuneration. It is the Contractor's sole responsibility to adhere to any legal requirements in the use of volunteers, and the District shall not cover any expenses associated with volunteers and shall not be responsible for any property damage, bodily injury, or legal claims or penalties arising out of the Contractor's use of volunteers.

PAYMENT SCHEDULE: Contract programs will receive 90% of the award following the effective date of the contract (mid January), and the remaining 10% upon receipt and review of a third quarter report that indicates the final 10% is necessary.

FREQUENCY OF AWARD: Annually. Contract period is January through December. Amendments to the contract for additional activities may be requested throughout the year if funding is available.

PROGRAM ADMINISTRATION

In order for a program to be effective, it must be adequately staffed and administered. This portion of the contract covers the cost of staffing the Recycling Office and administrative costs sufficient to keep the programs running. It is expected that local Program Managers have solid waste management duties outside this specific contract, limited to assisting local communities apply for and administer district contracts, assisting in the management of disaster debris, serving on solid waste district committees, participating in professional associations related to Recycling and Outreach, and other approved activity specific to recycling and recycling based education.

ALLOWABLE COSTS FOR PROGRAM ADMINISTRATION:

Salary: Programs requesting funds for personnel must demonstrate need through specific tasks to be accomplished. Personnel costs must be documented during the contract year through daily logs showing hours spent directly on these programs. Employees who work 100% of their time on district approved recycling and outreach programs may claim vacation, sick and holiday leave for the period of time in which they are so employed. Employees working at least 75% but less than 100% on district approved recycling and outreach programs may only claim vacation, sick and holiday leave in proportion to the hours worked on recycling and outreach. Employees who work less than 75% on district approved solid waste management programs may not claim vacation, sick and holiday leave.

- 1. Salary for one Program Manager to administer the Recycling and Outreach Program, and if there is no Education Specialist, implement the county Outreach Plan.
- 2. Salary for one Office Assistant to manage office functions for the Recycling and Outreach Program.

<u>Fringes</u>: Fringes covered by district funding are limited to PERS/retirement, FICA/Social Security, Medicare, Hospitalization (or waiver thereof), Life Insurance, Workers Comp, Unemployment for the two positions above. Personal clothing costs are not allowable. Personnel who work less than 100% of their time on the recycling/outreach contract may only claim fringes in proportion to the hours worked on contract activities.

<u>Supplies</u>: Cost to purchase consumable supplies required for the day to day implementation of the district contract (ie: paper, pencils, paper clips, business cards and letterhead, computer software, disks). Indirect or overhead costs of maintaining an office, including but not limited to support services from internal departments (ie: auditor, treasurer, human resources, safety, information technology), janitorial, rent, food service, personal comfort, utilities, and county audits **are not allowable (see match requirements)**. Public funds may not be used to purchase items for employees that are personal in nature or which would not or cannot be returned by the employee to the office.

Where the Office (or county host) receives a telephone bill from a telecommunications company for land lines, cell phones, or email/internet services, the portion of that bill that is directly for the extensions that are used to implement the administrative portion of this contract plus long-distance charges may be claimed. Submission of those bills is required with additional documentation to show how the direct charge for a portion of the bill was calculated.

<u>Postage</u>: Cost to mail general office correspondence directly associated with the Outreach activities approved in the contract program. Put the cost of postage meters (lease and supplies), bulk mailing permits, or post office boxes here, but keep in mind that a dated detailed invoice will be required to document this expenditure.

Equipment Purchase/Lease: Costs associated with the purchase, lease or rent of equipment used directly by and for the district contract that costs \$100 or more per unit and may include the cost of shipping from the vendor.

Application must demonstrate that the item is needed to fulfill the district contract. Equipment is anything purchased for the applicant that is **non-consumable** (such as A/V, office equipment, reference material). Computer hardware is equipment. Computer software is considered supplies as it has a shorter lifespan and is often upgraded. Requests to replace equipment that had been purchased with CFLP contract funds are only allowable where the application provides documentation that the equipment to be replaced is not functional, repair costs exceed 50% of the cost of replacement, and the applicant will either trade in the equipment to be replaced on the purchase of replacement equipment or dispose of the equipment to be replaced in accordance with the contract agreement. Put the cost of lease agreements for copiers here if the copier is used solely by the Recycling Office.

<u>Equipment Maintenance</u>: Cost associated with the maintenance and/or repair of equipment purchased with district funds in this or previous contract years. Put annual maintenance contracts for copiers and/or fax machines here if those machines are used solely for the Recycling Office.

<u>Vehicle Purchase</u>: Limited to the purchase of a vehicle and all associated licensing costs for the Education and Outreach program. Use of the vehicle for functions other than contract approved activity constitutes a violation of the agreement and will result in the termination of the agreement and the repayment of the contract.

<u>Vehicle Maintenance</u>: Includes **either** mileage (IRS rate) for vehicles not purchased with district funds, **or** maintenance/repair, fuel, and insurance premiums for vehicles purchased with district funds, for vehicles used in the approved Outreach activities (including meetings); and the cost of parking if attendance at a job-related function necessitates payment to park. If the local mileage rate is higher, the Recycling Office will be required to pay the difference. Where the vehicle is purchased solely with district funds, use of the vehicle for any other purpose than approved contract activity (which includes using vehicles as backup to other contract vehicles) is prohibited. If the purchase of a vehicle was split between the District and the Recycling Office, all ongoing vehicle expenses must also be split in the same proportion as the vehicle is used for approved contract activity with mileage logs maintained to document usage. For vehicles purchased with district funds, it is required that applicants budget sufficient funds to maintain and repair them throughout the year. Documentation submitted with quarterly reports will be required to identify the vehicle for which expenses are being claimed.

<u>Training</u>: Includes the cost of registration, lodging, transportation/parking and meals associated with attendance of contract funded personnel at professional development conferences/seminars (excludes meetings), within the limits of the District Travel Policy. As the District Travel Policy requires that all travel be pre-approved by the district, only those conferences approved via the original funding application or a program/budget revision will be allowed. Be specific about training to be attended.

<u>Membership Fees</u>: Costs associated with membership of program manager or education specialist in professional organizations directly related to the Outreach activities. Memberships must be in the name of the Recycling Office so that the memberships remain intact in the event an employee terminates their employment. **Request must show how membership is necessary to and directly benefits the program.**

<u>Contingencies</u>: A maximum amount of \$200 may be requested to cover unexpected over-runs in other contract line items, as long as those line items are funded within your approved budget.

EDUCATION-OUTREACH ACTIVITY

Programs to educate residents and businesses on the need to reduce, reuse and recycle are effective tools in solid waste management, and are a mandated part of each District's solid waste management plan. With the adoption of the 2019 State Solid Waste Management Plan, educational efforts statewide evolved into a more clearly defined role for solid waste districts to increase the participation in recycling programs. Recycling offices serve the solid waste district by providing most of the educational requirements of the solid waste plan on a local level.

OUTREACH PLAN:

The CFLP Solid Waste Plan prioritizes the five target audiences by needs and identifies district goals for reaching each audience. County programs have the flexibility of reaching those goals in a variety of ways, tailored to their individual situations. Each applicant shall create an outreach plan that clearly defines the activities that will be used to implement the strategies and goals committed to in our solid waste management plan to each target audience in that county. The plan shall describe how each activity will effect a change in behavior resulting in increased recycling and waste reduction, and how each activity will be evaluated to determine if it is achieving the desired outcome.

Target audiences (listed in priority order) and the goals for each:

- 1. Residents Programs will increase the visibility of recycling opportunities and of recycling in general. Positive reinforcement of desired behavior is an effective tool in maintaining and increasing participation. Programs will increase and upgrade the use of electronic communications with web sites providing updated information for all locally available recycling and reduction programs and opportunities.
- 2. Schools and school age youth Programs will update their programs to meet instructional standards, link classroom education with actual school and residential recycling opportunities, and engage youth through hands-on opportunities like assisting with school recycling and waste reduction programs and with community volunteer opportunities.
- 3. Institutions and commercial businesses Programs will improve communication with businesses to engage their assistance in reporting recycling. Programs will include recognition for business recycling efforts, serving as an information source regarding recycling service providers and recycling opportunities, and maintaining relations with local chambers of commerce and other trade associations.
- 4. Communities political leaders Programs will increase involvement with communities and keeping up contact with local officials. Provide support and encouragement to communities that are or may in the future provide recycling opportunities independently of county or District support publicly recognizing their contribution to meeting the access goals.
- 5. Industries manufacturers programs will support recycling and waste reduction of industries by serving as an information source regarding recycling service providers and recycling opportunities, and giving public recognition to their efforts.

One activity per strategy is the minimum, more are encouraged within funding constraints. Additional activities should focus on the high priority audiences. Activities that do not further the ultimate goal of decreasing waste generation/increasing recycling and reducing open dumping will not be funded by the District.

MINIMUM STATE REQUIREMENTS IN OUTREACH PLANS:

Consistent with the obligations in the district's approved solid waste management plan, each applicant must

include the following core activities:

- 1. <u>Web Site</u> The applicant shall create and maintain a Web site to provide, at a minimum, basic information about the recycling infrastructure in the county.
- Comprehensive Resource Guide The applicant shall prepare, regularly update, and make available a
 compilation of reduction and recycling outlets for specific materials. This guide is intended to be used to
 provide referrals to interested parties that are looking for alternative management options for specific
 wastes, information about disposal or recycling of items restricted from landfills and "difficult to manage"
 materials.
- 3. <u>Infrastructure Inventory</u> The applicant shall maintain and make available up-to-date information about the basic solid waste disposal, recycling and alternative management infrastructure in the county. This information shall include but is not limited to landfills, transfer stations, curbside recycling programs, drop-off recycling locations, composting facilities, yard waste collection programs, hauler-provided recycling programs, material recovery facilities, and recycling centers.
 - *NOTE: #2 and #3 are most often combined into one "recycling guide" for the county. While maintaining this information on the county website is required, a paper copy that is distributed is also required, to ensure that residents without internet access can get the information.
- **4.** <u>Speaker/Presenter</u> The applicant shall either employ or have readily available someone who can function as a speaker or presenter when needed.

ADDITIONAL REQUIREMENTS FROM DISTRICT SOLID WASTE PLAN:

The solid waste plan commits Recycling Offices to the following activities to address various waste streams and reduction programs. Each county MUST include all of the following in their 2026 outreach plan:

- Create at least one workgroup/roundtable session for county business and industry to share market information, promote free waste evaluations and network with colleagues
- Update and make available on websites the internet database of recycling markets for public availability
- **Increase** communication with municipalities and townships regarding recycling and **increase** technical assistance in contracting for services
- Including local curbside recycling program information on websites
- Providing curbside recycling information to local media for inclusion in newspapers
- IF special collection events are part of the outreach plan, partner with local haulers and recyclers, send haulers information about local events and services for haulers to disseminate to their customers
- Promote local recyclers and encourage businesses and communities to use their services
- A brochure or flyer targeted to residents about reducing HHW, safe disposal and using nontoxic alternatives
- At least one newspaper, newsletter or other public article on reducing HHW and using safer alternatives.
- Promotion of composting yard waste, recycling of appliances, electronics and buying recycled

ALLOWABLE COSTS FOR EDUCATION:

Salary: Programs requesting funds for personnel must demonstrate need through specific tasks to be accomplished. Personnel costs must be documented during the contract year through daily logs showing hours spent directly on these programs. Employees who work 100% of their time on district approved solid waste management programs may claim vacation, sick and holiday leave for the period of time in which they are so employed. Employees working at least 75% but less than 100% on district approved solid waste management programs may only claim vacation, sick and holiday leave in proportion to the hours worked on solid waste management. Employees who work less than 75% on district approved solid waste management programs may not claim vacation, sick and holiday leave.

1. Salary for one Education Specialist to implement the education activities within the county Outreach plan specified in the contract application.

<u>Fringes</u>: Fringes covered by district funding are limited to PERS/retirement, FICA/Social Security, Medicare, Hospitalization (or waiver thereof), Life Insurance, Workers Comp, Unemployment. Personal clothing costs are not allowable. Personnel who work less than 100% of their time on solid waste management may only claim fringes in proportion to the hours worked on contract activities.

Equipment Purchase/Lease: Costs associated with the purchase, lease or rent of equipment used directly by and for implementation of the Outreach Plan that costs \$100 or more per unit and may include the cost of shipping from the vendor. Equipment is anything purchased for the applicant that is **non-consumable** (such as booth displays). Requests to replace equipment that had been purchased with CFLP contract funds are only allowable where the application provides documentation that the equipment to be replaced is not functional, repair costs exceed 50% of the cost of replacement, and the applicant will either trade in the equipment to be replaced on the purchase of replacement equipment or dispose of the equipment to be replaced in accordance with the contract agreement. **Put the cost of renting buses for school field trips here.** Recycling containers purchased for the purpose of loan to communities, businesses or groups must be marked with the name of the program and include a system for monitoring their return after the event and should be reported under "Equipment" since they are added to your program's inventory.

Education Supplies: Limited to the cost of purchasing supplies necessary to implement the activities in the Outreach Plan and does not include general office supplies which are requested under Program Administration. Personal comfort items are not allowable contract expenses. If food items are to be purchased as a necessary ingredient for an education activity (ex: landfill pies), the invoice must be marked with the name of the activity for which it was purchased.

Where the Office (or county host) receives a telephone bill from a telecommunications company for land lines, cell phones, or email/internet services, the portion of that bill that is directly for the extensions that are used to implement the outreach plan plus long-distance charges may be claimed. Submission of those bills is required with additional documentation to show how the direct charge for a portion of the bill was calculated.

Advertising and Print/Production: Cost of placing paid advertisements in newspapers, radio, television, on the internet, or other media that are of a general nature. Advertising using District funds must be approved by the District office as to content PRIOR to using the advertisement. **NOTE:** All advertisements using District contract funds must bear a funding credit line specifically stating "Funding provided by the CFLP Solid Waste District". When planning to advertise events held by entities other than the Recycling Office, ensure that the entities will allow the funding credit line to be added.

Also includes cost to produce and print promotional materials such as brochures, banners, videos, newsletters, which are directly related to the education activity. This differs from printed promotional materials in that these materials have more textual content than slogans, pictures or logos. All printed material using District funds must be approved by the District office as to content PRIOR to printing. **NOTE:** All materials printed using District contract funds must bear a funding credit line specifically stating "Funding provided by the CFLP Solid Waste District". Put the annual cost of web hosting service here. Website content is included in the material that requires pre-approval if district funds are being used to pay for any portion of the website.

Awards/Promotion: Includes costs to promote an activity through displays and awards for a public recognition program, if those activities are in the approved Outreach plan. District funds may not be used for sweepstakes, games of chance, schemes of chance, or raffles. District funds may be used to provide noncash prizes that are of nominal value for contests that are consistent with the goals of the Outreach Plan (e.g., a coloring contest for children) as long as such contests are implemented consistent with federal, state, and local regulations.

Program display at public events - includes rent of exhibit space for a display (including fair booths), and educational display materials (under \$100). If the program has a display at an event that requires paid admission, admission tickets for contract employees (only) manning the display are allowable.

Awards for a public recognition program - include plaques, ribbons, certificates, and other generic items of nominal value that are given to members of a target audience for **accomplishments specifically related to an approved Outreach strategy**.

Promotional items which contain only program name, address, and a slogan (such as pencils, mugs, tote bags) do not require district approval, as there is no content to approve and they do not need a funding credit line. Items containing names of individual employees or elected officials are not allowable but items must contain at least the name of the program or event to distinguish them from personal gifts. Promotional items are limited to nominal-value generic items that further the theme of an educational activity by reminding the recipient of the education message received.

Signs: Cost to produce signage directly related to the education activity.

<u>Workshops</u>: Cost associated with putting on workshops to educate one of the target audiences if the outreach plan includes this as a strategy to increase recycling. Put all costs here regardless of category (ex: mailing registrations, supplies, space rental). All advertising and printing costs associated with putting on a workshop follow the same approval and funding credit line requirements as any other advertising and printing activity. If the workshop includes tours, this would be the correct line item for bus rental. Any purchase of food or drink or incentive items MUST be tied to the curriculum being taught, as detailed in the application. For example, teaching zero waste tied to a lunch that produces no waste reinforces the lesson. Giving participants a refillable water bottle instead of handing out single use water bottles reinforces the lesson of waste reduction. All workshops should "walk the talk" and not create waste.

<u>Educational Reimbursements</u>: Cost for substitute teacher pay for teachers who attend educational workshops, or stipends paid to teachers to attend an off-hours educational workshop, all within federal, state and local regulations on taxable income.

LITTER COLLECTION ACTIVITY

Recycling offices are eligible to apply for funds to clean up illegally disposed solid waste (litter) on public land and along roadways and public easements. Applications that request funds for collecting materials from specific public sites must include a list of the specific sites, a timeline for collection, and the method by which collected materials will be disposed or recycled. Adopt-an-Area Programs are included in this activity. Any activity on private property is prohibited.

ALLOWABLE COSTS FOR LITTER COLLECTION:

Salary: Programs requesting funds for personnel must demonstrate need through specific tasks to be accomplished. Personnel costs must be documented during the contract year through daily logs showing hours spent directly on these programs. Employees who work 100% of their time on district approved solid waste management programs may claim vacation, sick and holiday leave for the period of time in which they are so employed. Employees working at least 75% but less than 100% on district approved solid waste management programs may only claim vacation, sick and holiday leave in proportion to the hours worked on solid waste management. Employees who work less than 75% on district approved solid waste management programs may not claim vacation, sick and holiday leave.

1. Salary for one Collection Supervisor where collection program is long-term, and the position is full or part time for collection of litter from **public** land. If that individual is also responsible for collecting recyclable material from public drop-off sites or institutional collection sites, split their salary between the two activities based on the percentage of their time spent on each activity. For example, if the employee works one day on recycling and two days on Litter, put one third of their salary in recycling and put two-thirds of their salary here.

<u>Fringes</u>: Fringes covered by district funding are limited to PERS/retirement, FICA/Social Security, Medicare, Hospitalization (or waiver thereof), Life Insurance, Workers Comp, Unemployment. Personal clothing costs are not allowable. Personnel who work less than 100% of their time on solid waste management may only claim fringes in proportion to the hours worked on contract activities. If the same person also spends time on institutional collection, split their fringes between the two activities based on the percentage of their time spent on each activity.

Equipment Purchase/Lease: Costs associated with the purchase, lease or rent of equipment used directly in the cleanup activity that costs \$100 or more per unit and may include the cost of shipping from the vendor. Requests to replace equipment that had been purchased with CFLP contract funds are only allowable where the application provides documentation that the equipment to be replaced is not functional, repair costs exceed 50% of the cost of replacement, and the applicant will either trade in the equipment to be replaced on the purchase of replacement equipment or dispose of the equipment to be replaced in accordance with the contract agreement.

<u>Equipment Maintenance</u>: Costs associated with the maintenance and/or repair of litter collection equipment purchased with district funds in this or previous contract years.

<u>Vehicle Purchase</u>: Includes the purchase of a vehicle, and all associated licensing costs, for litter collection use only. Vehicles purchased solely with District funds **cannot** be considered pool vehicles and **cannot** be used for any purpose other than the approved contract activity (which does include backup for other contract vehicles).

<u>Vehicle Maintenance</u>: Includes maintenance/repair, fuel, and insurance premiums for vehicles used in the approved Litter Collection activity. Where the vehicle was purchased solely with district funds, use of the vehicle for any other purpose than approved contract activity is prohibited. If the purchase of a vehicle was split between the District and the Recycling Office, all ongoing vehicle expenses must also be split in the same proportion as the vehicle is used for approved contract activity with mileage logs maintained to document usage. For vehicles

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purchased with district funds, it is required that applicants budget sufficient funds to maintain and repair them throughout the year. Documentation submitted with quarterly reports will be required to identify the vehicle for which expenses are being claimed.

<u>Supplies</u>: Limited to the purchase of consumable items required for litter collection - bags, gloves, bug spray, safety vests and first aid supplies, as well as tarps and straps to cover the truck/trailer bed once materials are collected. Personal comfort items are not allowable contract expenses.

Where the Office (or county host) receives a telephone bill from a telecommunications company for a cell phone used solely by the Litter Collection Supervisor, the portion of that bill that is directly for the extension that is used to implement the litter collection function may be claimed. Submission of those bills is required with additional documentation to show how the direct charge for a portion of the bill was calculated.

<u>Signs</u>: Costs associated with the purchase or production of safety signs delineating collection along roadways or "Don't Litter" signs or "Adopt a Road" signs.

<u>Disposal Fees</u>: Costs associated with the legal disposal of collected nonrecyclable material from **public** land. Legal disposal must be documented by detailed invoices for services from licensed solid waste haulers, or municipal solid waste landfills/transfer stations documenting that disposal occurred. When dumpsters are rented for the purpose of holding trash collected from public land for legal disposal, the contractor must show evidence that access is restricted to that use only and the dumpster cannot be not used by other entities for other purposes.

RECYCLING COLLECTION DRIVE ACTIVITY

The District's Solid Waste Management Plan includes a recycling strategy that relies upon a variety of programs to accomplish the waste reduction goals set by House Bill 592. Currently, items such as freon-containing appliances, tires, and electronics do not have abundant disposal options, however, opportunities are growing. The district plan specifies that financial assistance may be available after all mandatory activities are funded, that is available to local Recycling Offices to supplement the cost of holding collection events where a reasonable cost will be charged to participants and where local recycling opportunities do not exist.

Because the plan states these events will become self sufficient, the narrative must list what recycling opportunities exist in the county for each item to be collected, why those options are not sufficient to meet the needs of the public, how the private recyclers will be included in the collection drive to maximize their participation, expected costs of the event, revenue to be received from participant charges, and the difference that requires assistance from the district. The narrative must further explain how the program will be adjusted in the future to require less district assistance.

ALLOWABLE COSTS FOR RECYCLING COLLECTION DRIVES:

<u>Equipment</u>: Cost to rent equipment such as forklifts for collection drives or portable toilets if no other facility is available for use by staff, volunteers and contractors.

<u>Supplies</u>: Cost to purchase consumable materials used in the collection drive such as gloves, receipt books. Personal comfort items are not allowable contract expenses.

Advertising and Print/Production: Cost of placing paid advertisements in newspapers, radio, television or other media. Advertising using District funds must be approved by the District office as to content PRIOR to using the advertisement. NOTE: All advertisements using District contract funds must bear a funding credit line specifically stating "Funding provided by the CFLP Solid Waste District". Also includes cost to produce and print promotional materials such as brochures, banners videos, newsletters, which are directly related to the recycling collection drive. This differs from printed promotional materials in that these materials have more textual content than slogans, pictures or logos. All printed material using District funds must be approved by the District office as to content PRIOR to printing. NOTE: All materials printed using District contract funds must bear a funding credit line specifically stating "Funding provided by the CFLP Solid Waste District".

Signs: Cost to produce signage directly related to the recycling collection drive.

<u>Handling/Transportation Services</u>: Limited to the cost of hiring a licensed outside entity to transport tires from the site to a registered tire facility, remove freon from appliances, transport collected materials to a recycling facility, and/or accept collected materials once transported.

RESIDENTIAL/PUBLIC INSTITUTION RECYCLING

ELIGIBLE ACTIVITIES:

Residential Drop-off Programs: Well-located and managed drop-off sites can make recycling more convenient to the public and provide an inexpensive, efficient way of preventing significant volumes of recyclables from entering landfills, especially in less densely populated areas. Drop-off sites are permanent sites with containers to hold recyclables, or sites that host a mobile container on a regular schedule. In order to be considered, the program must collect, at a minimum, the following five materials: corrugated cardboard, newspaper, steel containers, aluminum containers and plastic containers (#1 and #2). Containers at rural sites must have a capacity of at least 6 cubic yards and containers at urban sites must have a capacity of at least 10 cubic yards. In addition, each site must be easily found and accessed by the public. At a minimum, site signage must help the public find the site from the nearest public road, list the materials accepted, and list hours/days of operation for sites that are not full time.

<u>Public Institution Recycling</u>: Programs that establish systems to collect and process materials from public schools and government facilities are eligible to receive district funding. Collecting public institution recyclables does not contribute toward meeting the access goal, however, it achieves the goal of government taking responsibility for recycling the materials it generates.

ALLOWABLE COSTS:

<u>Salary</u>: Programs requesting funds for personnel must demonstrate need through specific tasks to be accomplished. Personnel costs must be documented during the contract year through daily logs showing hours spent directly on these programs. Employees who work 100% of their time on approved contract activity may claim vacation, sick and holiday leave for the period of time in which they are so employed. Employees working at least 75% but less than 100% on contract activity may only claim vacation, sick and holiday leave in proportion to the hours worked on contract activity. Employees working less than 75% on contract activity may not claim vacation, sick or holiday leave.

- 1. Salary for actual hours worked by one employee to supervise the contract recycling employees, market contract materials, schedule maintenance for equipment used in the contract, and plan collection routes/schedules if these services are not being provided under a fixed rate billing in the line item "Collection and Processing Services". The time spent supervising other functions will not be paid by the contract.
- 2. Salary for actual hours worked by employees (permanent or temporary) to collect materials from the drop-off locations, or public institution collection routes, if these services are not being provided under a fixed rate billing in the line item "Collection and Processing Services". The time spent collecting materials from commercial/industrial account or operating a buy-back collection will not be paid by this contract. If a recycling employee also does Litter Collection, split their salary between the two activities based on the percentage of their time spent on each activity.
- 3. Salary for actual hours worked by employees (permanent or temporary) to unload contract materials from collection vehicles, sort and process materials and ship to an entity for recycling, if these services are not being provided under a fixed rate billing in the line item "Collection and Processing Services". Time spent processing materials from commercial/industrial accounts or buy-back will not be paid by this contract.

Fringes: Fringes covered by district funding are limited to PERS/retirement, FICA/Social Security, Medicare,

Hospitalization (or waiver thereof), Life Insurance, Workers Comp, Unemployment. Personnel who work less than 100% of their time on approved contract activity may only claim fringes in proportion to the hours worked. **Personal clothing costs are not allowable.** If a recycling employee splits their time between this activity and Litter Collection, split their fringes between the two activities based on the percentage split of their time. Do not use this line item when you are using an outside contractor for temporary employees, as you are not the payer of the fringes.

<u>Supplies</u>: Costs that are directly billed to and used by the Contractor for supplies used in the day to day function of the recycling portion of the contract, such as gloves, bags, or small hand tools. Containers purchased for the deskside collection of recyclables in public institutions are an allowable expense here, as their cost per container is less than \$100. Processing supplies such as safety glasses, baling wire, gaylord boxes and drums may be included if these supplies are not being provided under a fixed rate billing in the line item "Collection and Processing Services", to the extent those supplies are used for contract activities. Personal comfort items are not allowable contract expenses. Public funds may not be used to purchase items for employees that are personal in nature or which would not or cannot be returned by the employee to the office.

Where the Office (or county host) receives a telephone bill from a telecommunications company for cell phones used solely by the recycling employees to communicate while implementing the district contract, the portion of that bill that is directly for the extensions that are used to implement the district contract may be claimed. Submission of those bills is required with additional documentation to show how the direct charge for a portion of the bill was calculated. Cell phones used by employees who are also performing functions unrelated to the district contract may only claim the cell phone bill in proportion to the hours worked on the district contract.

Equipment Purchase/Lease: Costs associated with the purchase or lease of equipment used directly in the collection or processing of contract materials that costs \$100 or more per unit and may include the cost of shipping between the vendor and the contract agency. Rental of storage containers goes here. Costs for processing equipment are limited to the percentage of purchase or lease directly attributable to materials processed from this contract.

Equipment Maintenance: Costs associated with the operation, maintenance, insurance and repair of equipment used directly in the collection or processing of contract materials that costs \$100 or more per unit. For equipment purchased with district funds, it is required that applicants budget sufficient funds to maintain and repair it throughout the year. Recycling equipment that is operated on public roadways MUST be maintained to meet, at a minimum, ODOT standards for roadworthiness.

Examples of collection equipment are trailers or roll-off containers. Processing equipment costs are limited to no more than the percentage of the actual cost of insurance premiums, repair, maintenance, and fuel that is directly attributed to materials processed from this contract, if these services are not being provided under a fixed rate billing in the line item "Collection and Processing Services". Forklifts/bobcats are equipment, and fuel for them goes here. Items purchased to maintain/repair trailers and containers go here.

Requests to replace equipment that had been purchased with CFLP contract funds are only allowable where the application provides documentation that the equipment to be replaced is not functional, repair costs exceed 50% of the cost of replacement, and the applicant will either trade in the equipment to be replaced on the purchase of replacement equipment or dispose of the equipment to be replaced in accordance with the contract agreement.

<u>Postage</u>: Costs to mail materials directly related to the recycling activity.

<u>Vehicle Purchase</u>: Includes the purchase of a vehicle, and all associated licensing costs for residential and/or institutional collection use only. Vehicles purchased solely with District funds **cannot** be considered pool vehicles and **cannot** be used for any purpose other than the approved contract activity (such as hauling or containment of trash or plowing snow).

<u>Vehicle Maintenance</u>: Includes maintenance/repair, fuel, and insurance premiums for vehicles (trucks) used in the approved contract. For vehicles (trucks) used in processing, limited to no more than the percentage of the actual cost of insurance premiums, repair, or maintenance that is directly attributed to materials processed from this contract, if these services are not being provided under a fixed rate billing in the line item "Collection and Processing Services". For vehicles purchased with district funds, it is required that applicants budget sufficient funds to maintain and repair them throughout the year. Documentation submitted with quarterly reports will be required to identify the vehicle for which expenses are being claimed. Insurance on vehicles owned by the contractor or subcontractor is limited to those being used in the current contract year for the district contract. If you lease a vehicle to ship materials to market, request that expense here.

Advertising and Print/Production: Cost of placing paid advertisements to promote the public recycling activity in newspapers, radio, television or other media. Advertising using District funds must be approved by the District office as to content PRIOR to using the advertisement. **NOTE:** All advertisements using District contract funds must bear a funding credit line specifically stating "Funding provided by the CFLP Solid Waste District". Also includes cost to produce and print promotional materials such as brochures, banners videos, newsletters, which are directly related to the contracted recycling activity. This differs from printed promotional materials in that these materials have more textual content than slogans, pictures or logos. All printed material using District funds must be approved by the District office as to content PRIOR to printing. **NOTE:** All materials printed using District contract funds must bear a funding credit line specifically stating "Funding provided by the CFLP Solid Waste District".

Signs: Cost to produce signage directly related to the recycling activity, such as directional or instructional signs at drop-off locations, or signs on the collection containers to identify where each material is to be placed. Legible signage at each drop-off location is required to instruct residents what materials are accepted and which bin to use for each material and funds must be budgeted to maintain signs. MINIMUM signage: If the container is not clearly visible from the nearest public roadway, there MUST be a directional sign at the public roadway intersection showing people where to turn to find it.

<u>Site Host Stipend</u>: Limited to not more than \$500 annually paid to an entity that hosts a public recycling drop-off site under written agreement with the county. The stipend offsets costs borne by the entity in relation to hosting the public site, such as snow removal, safety/security lighting and/or surveillance, paving and/or fencing. Copies of the current written agreements must be submitted with the application for funding. No district funds may be used directly by counties or subcontractors to improve drop-off sites.

<u>Disposal of Contaminants:</u> Limited to the actual cost of legal disposal of non-recyclable material removed from recycling drop-off sites, if these services are not being provided under a fixed rate billing in the line item "Collection and Processing Services". Legal disposal is limited to delivery to a licensed municipal solid waste landfill or transfer facility by a licensed solid waste hauler, and is documented by detailed invoices or receipts. When dumpsters are rented for the purpose of holding contaminants for legal disposal, the contractor must show evidence that access is restricted to that use only and the dumpster cannot be not used by other entities for other purposes unless at least one annual weight study is conducted to verify that the percentage of the dumpster rental and disposal cost being claimed is actually due to contract activity.

Collection and Processing Services: Limited to the cost billed by a recycling service provider at a fixed rate per unit of service or ton, to collect materials from drop-off and/or institutional locations, unload the collected materials from the collection vehicles, remove contaminants, process and market the materials for recycling. Use of this line item replaces reimbursement for direct costs of providing the recycling service. It is allowable to contract out a portion of either residential or institutional service while continuing to service the remaining portion in-house, however both the application and quarterly reports must specifically delineate individual locations and how they will be serviced.

This line item is to be used when the county has chosen the service provider by competitive bid. Bid specifications must be approved by the district as conforming to the approved solid waste plan and requests for bids must be advertised and a proposal accepted prior to the submittal of the application (in order to apply for the correct amount of money). The rate charged cannot exceed the market rate for these services determined by a survey of similar services provided in the service area. The market rate survey must be conducted by the district as statistically valid and reliable prior to the application being submitted, so this line item may not be added after contract initiation.

COSHOCTON-FAIRFIELD-LICKING-PERRY SOLID WASTE DISTRICT CONTRACT PROGRAM

APPLICATION FORM

SECTION 1: APPLICA	NT INFORMATION
APPLICANT NAME:	Fairfield County
CONTACT PERSON:	Jennifer Kolometz
ADDRESS:	201 East Main Street
	Lancaster, Ohio 43130
PHONE NUMBER:	740-653-4146 740-205-8007 Direct Extension
FAX NUMBER:	NA
SIGNATURE OF PERSO	ON AUTHORIZED TO SIGN CONTRACT AGREEMENT
Signature acknowledges	that applicant authorizes the District to conduct whatever research and review it nine that applicant poses minimal financial risk in awarding a contract.
SECTION II: CONTRA	CT SUMMARY
TYPE OF ORGANIZATI	ON: Local Government
TYPE OF CONTRACT R	REQUESTED: RESIDENTIAL/PUBLIC INSTITUTION RECYCLING - OUTREACH
TOTAL CONTRACT FU	NDS REQUESTED: \$1,172,663.83
SECTION III APPLICA	ATION CHECKLIST
To ensure that your applied be sure that all required in	cation receives full consideration without unnecessary delay, please complete this list to formation is included with your application.
All required inform Budget page and property and page and property and page and page and property and page and property and property are supplied to the property and property are supplied to the property and property and property are supplied to the property and property and property and property and property are supplied to the property and property and property are supplied to the property and property and property and property and property are supplied to the property and property and property are supplied to the property and property and property are supplied to the property and property and property are supplied to the property and property and property are supplied to the property are supplied to the property and property are supplied to the property and property are supplied to the property and property are supplied to the property are supplied to the property are supplied to the property and property are supplied to the property and property are supplied to the property are supplied to the property are supplied to the property and the property are supplied to the property are supplied to the property and the property are supplied to the property are supplied to the property and the property are supplied to the property are supplied to the property are supplied to the property and the property are supplied to the property are supplied to the property and the property are supplied to the property are supplied to the property are	ration on recycled paper, stapled once and without a report cover? nation is included in the appropriate spaces? rogram description have been completed for each activity proposed? ch meets Contract requirements and guidelines? int confirming required local match has been budgeted? I eligibility criteria as established in the application handbook? included for any equipment requested? support from county commissioners to apply for funding is attached?

SECTION IV: PROGRAM DESCRIPTION:

Use the individual narrative files to create a narrative by answering ALL questions for each section of the contract. Be specific and detailed. Be sure that each item for which money is requested is explained within the narrative.

- ♦ The more details you give about each activity and budget line item, the fewer questions there will be about the funding needs. However, some costs have been constant for many years and do not require a long narrative every year. Concentrate on describing the new or modified costs/activities.
- Activities must correlate to achieving a strategy to reach one or more target audiences in order to receive funding. Do not ask for funds for an activity that is not in your Outreach Plan.

Use the Budget Attachment to create the detailed budget for this program, matching the dollars requested to the narrative. Filling in the detailed budget in Excel will automatically populate the Contract Budget Form.

The completed application will include:

- Cover page
- Narrative pages for each activity requested
- Budget page for each activity requested
- Summary budget page
- 2023 Outreach Plan
- Residential Location spreadsheet filled in with capacity and signage information for each site
- Letter of support from county commissioners

Instructions for completing the 2026 Outreach Narrative:

Each county has been given an Excel spreadsheet with the 2025 programs that were committed to in the contract. This serves as your base for creating the 2026 County Outreach Plan. Use the following pages to create a narrative that covers all five target audiences and all commitments in the solid waste plan. For **each** Commitment on the following pages, address the following:

- 1. What activities will be continued from 2025? If discontinuing a program, please explain what the program was and why you do not consider it successful.
- 2. What NEW activities will you implement to address each commitment?

The commitments in the new solid waste plan are already in your outreach plan. DO NOT DELETE THEM. Add to them.

ONCE YOU HAVE CREATED THE NARRATIVE, UPDATE THE EXCEL SPREADSHEET LABELED "OUTREACH PLAN"FOR 2026.

RESIDENTS

This is the broadest category and top priority, encompassing activities that are designed to reach a large number of residents regardless of where they live or work. This is where fairs and festivals go, even if they are a community festival.

Maximize visibility of recycling opportunities

We will promote local recycling opportunities and local recyclers with all outreach methods through social media posts, website changes, flyers, in person customers, phone calls, television programs and radio programs. Flyers with information on disposal methods for HHW, accepted materials and the Fairfield County Recycling Resource Guide will be available for displays, outside flyer holder and walk in customers. Information for residents is made available by internet, phone, display events and at the recycling center.

Recycling displays will be made available throughout various events, fairs and festivals throughout the year. We reserve display areas for Festival Fair Day, Millersport Sweet Corn Festival (\$275.00) and Fairfield County Fair (\$275.00). These displays distribute brochures, contain recycling visuals and are staffed throughout the event.

Presentations, social media and events will incorporate education on illegal dumping at recycling drop off sites. We will continue to partner with health and sheriff departments to educate residents on proper tire disposal.

Success of the program is determined by the amount of outreached methods used, flyers distributed, followers on social media, walk-ins, call-in customers and contacts on our website. In addition, success of the program will be measured by participation throughout outreach events.

Reinforce recycling the right materials

Displays and presentations will enforce the recycle right message and discuss how contamination harms recycling programs. Information will be made available by presentations, displays, brochures, social media, radio interviews, etc. Raffle drawings for recycled content item will promote waste reduction at certain display events. Signage on recycling receptacles will be updated with clear visuals of accepted material and recycling center's contact information. Information on curbside recycling will be made available at all events. Success of the program will be determined by the population of residents requiring about disposal of difficult waste (such as HHW) and recycling, the number of flyers distributed, and the number of social media posts discussing HHW, recycling contamination, and accepted materials.

We will offer recycling for items that are difficult to dispose of, such as plastics #3-#7, Styrofoam, mail bubblers, etc. by offering residents the opportunity to participate in the Hefty Renew Recycling Program. Residents will have to purchase Hefty ReNew Orange Bags and will

need to bring their hard-to-recycle items directly to the Recycling Center. Offering this program allows for residents to further their sustainable efforts and encourages recycling correctly.

Create outreach for under-represented populations

Attending various fairs, festivals, parades, display events, presentations and workshop opportunities provides a way to reach the public from various backgrounds. Offering recycling collection drives, such as tire, HHW, electronic and shredding, at low to no cost allows for recycling to be affordable for all populations. Success is measured by the number of; walk-in customers, phone calls, contacts on our website/social media, flyers distributed and direct contacts at events.

SCHOOLS/YOUTH

This target audience is youth whether in schools, summer programs or clubs, or things like scouts.

Provide activities to meet instructional standards for students

Classroom presentations are conducted through request by Fairfield County teachers in all grade levels. Presentations include lessons that meet instructional standards. Some of the activities are from the Window on Waste Curriculum, Project Wet, and various environmental curriculum that's available. The Environmental Specialist and Program Director attend training yearly to learn about new materials and activities available that meet instructional standards through OALPRP (\$100.00), EECO (\$70.00) and other opportunities. Annually, the education program will update programs to meet Ohio Department of Education's Standards. In addition to classroom presentations, the recycling center offers tours of the facility following a presentation. Students receive recycling information and various promotional items made from recycled content to encourage buying recycled content materials and serves as a reference to the recycling center.

All Third-Grade classrooms in Fairfield County are invited to participate in our Third-Grade Billboard Contest. To participate, classrooms must sign up with the Recycling Center and receive a presentation that follows Ohio Department of Education's standards. Students are encouraged to recycle at school and home. Information on how to get their school and home involved with recycling is left with every class. At the end of presentations, students are asked to create an advertisement on paper that could potentially be used on a billboard to encourage residents to reduce, reuse or recycle. Students will also receive; information on recycling, recycling bracelet (\$500.00), car litter bag (will use leftovers from previous years), recycling stickers (\$50.00), and recycled pencils (\$650.00) to encourage the purchase of recycled content materials and to prevent litter from vehicles. Teachers in each school will select first, second and third place entries from their classroom and will submit to our program for countywide judging. The first-place countywide winner will be reproduced into a commercial billboard and displayed at a major intersection for the month of April and serve as our Earth Day advertising. Students at

each school that placed as 1st, 2nd or 3rd will receive a ribbon and the top 3 county wide winners will receive a rosette ribbon (\$50.00) with additional recycling prizes (\$250.00).

Various presentations occur during the summer at multiple camps throughout the county for several grade levels. Planet Protectors Camp (grade 2-4), Jr. Eco Camp (grade 5-7), Earth Camp (grade 3-5), Fairfield County Workforce Center Camp (grade 6-9) and Alley Park Camps (grade K-7) are camps attended yearly. Each camp focuses on environmental and sustainable topics and occur in Fairfield County. Students learn about waste diversion through reducing, reusing, recycling, and composting. Depending on the camp, students will be given a t-shirt (\$1,000.00), water bottle (\$800.00), pencils (\$300.00), coloring book (\$500.00) with soy crayons (\$300.00) all made from recycled materials.

During the month of April, we will offer educational packets filled with age-appropriate information and activities on reducing, reusing, recycling, landfills, etc. This is in line of celebrating Earth Day. Information and activities reinforce environmental and sustainable topics they have learned in previous grades. Recipients will be encouraged to recycle and cleanup litter at home. Packets will be handed out to youth throughout Fairfield County at fairs, festivals, lunch programs, libraries, recycling center, etc.

Success of the programs will be measured by the number of schools and classrooms receiving presentations/recycling and the amount of youth outreached by presentations, educational packets, events, etc.

Link classroom education with actual recycling

Monthly volunteer opportunities are offered for older youth students. Students assist with preparing educational packets, crafts, etc. Volunteer opportunities for students can occur at the recycling center, in school or at public libraries. Students will directly work the Environmental Education Specialist and will be encourage to explore the environmental work field while volunteering.

Classroom presentations (if time allows) will consist of a STEM recycling activity (\$300.00) following the presentation. STEM activities will focus on recycling, reusing, reducing, and pollution. Activities will follow Ohio Department of Education's Learning Standards. Similar programing will occur during the Third-Grade Recycling Billboard Contest, summer camps and school programing.

To improve access to recycling in schools, the recycling center will be offering reusable recycling bins received through funding by the Ohio EPA Community and Litter Grant to replace cardboard recycling bins found in most Fairfield County classrooms. Schools are eligible for classroom recycling bins based on weights of their currently recycling program and need for inclass recycling bins. This new program is limited on the amount of classroom bins made available. Many schools have addressed their concerns about classroom recycling bins in the past, stating it is a need for their classroom but lack access to them. This creates a bridge to help

gather more recyclable material in the classroom and encourages recycling with students and staff.

Provide technical assistance in setting up school recycling programs

Current school recycling weights that are available to the Environmental Educator will be submitted to school's administration yearly. This will serve as a "check in" for school recycling programs to see how they can improve or how we can assist their recycling program. Schools can request recycling bins for their schools to improve material collection with staff and students. In addition, classroom recycling flyers will be handed to staff discussing recycling right in the classroom and common contamination. Success of the new recycling bin program will be measured by the number of recycling bins in classrooms and increase in recyclables collected since receiving recycling bins.

We will assist schools with recycling programs such as PepsiCo-Recycle Rally to encourage recycling. PepsiCo Recycle Rally is a recycling program for K-12 schools. The program is designed to encourage students to recycle or improve school recycling programs. Based on weight of plastic bottles and aluminum cans, students can earn prizes for their school, such as a recycling bin. The program was successful in the past with a local school that tracked their recycling with PepsiCo. By the school tracking their recycling, they were encouraged and made changes to improve their recycling program. In addition to PepsiCo- Recycle Rally, we will assist organizations with recycling programs such as Bottle Caps for Benches Program. We will help gather material for these programs to further support the mission of recycling.

Success of the programs will be determined by the increase of recyclables collected and participation among schools.

COMMERCIAL BUSINESSES

This target audience is the business sector that includes retail, wholesale, services, food establishments, auto, churches, school systems, construction, large scale agriculture, and entertainment.

Maximize communication and highlight successes

A bi-annual business and industry newsletter will be e-mailed to contacts. Newsletter will contain information on recycling, sustainability and community news. We will continue to work closely with the county's sheriff and health departments to promote disposal of HHW, tires, etc. The newsletter will be shared on social media and updated on the website.

We will provide information on waste audits and presentations on our website; provide information during displays, special events and on brochures/flyers. Waste audit participation rates have been low historically and it is our mission to increase communication about recycling services by contacting companies by email at least twice a year with our newsletter.

We will participate in the Fairfield County Chamber Dinner. A display will be staffed and have flyers with information on recycling opportunities, upcoming events and will have promotional recycled items (\$250.00). A Business Card Drop Raffle for a recycled content item will be included (\$50.00). Our emailing listing will be updated from the business cards collected during the raffle.

Success of the program will be measured by the number of; businesses requesting waste audits, presentations, businesses who implement a waste reduction program and number of businesses requesting information on starting a recycling program.

Provide technical assistance to support start-up recycling businesses

We provide technical assistance to support start-up recycling businesses by offering an online guide on our website, that highlights important steps and resources to consider when starting a recycling business. In addition, our Environmental Educator is available to answer questions and connect people with the right programs, services, and contacts to help their recycling efforts succeed.

Provide information on recycling service providers and opportunities

Our program staff will conduct waste evaluations (audits). Their waste stream will be evaluated for items that can be recycled locally. Companies will receive a Fairfield County Recycles Guide to identify sources for items that can be recycled or re-used. They will be encouraged to reduce waste by recycling and exchanging materials with other industries or businesses that can use the item. We will assist businesses and industries with getting an Ohio Material Marketplace account upon their request.

Information on waste evaluations, starting a recycling business, etc. is available on our website and posted throughout the year on social media. Our goal is to assist 25 businesses a year with recycling services through phone calls, walk-ins, emails and events.

Historically, Business and Industry Roundtables have not been widely successful. As we work on an update to our Solid Waste District Plan, this activity will not be continued in 2026. However, if businesses and/or industries are interested again, we may put a roundtable together. will be offered for businesses to attend virtually. A new activity will be added in the new solid waste plan.

Maintain relationship with trade associations

We will participate in the Annual Chamber Dinner with a display and distribution of flyers and drawing for a recycled content product (basket, vase, etc.). Additionally, we will distribute

incentive items made for recycled materials to promote the purchase of recycled products (ex: recycled notepad (\$200)). Approximately 200+ participates attend this event from various businesses in the county.

POLITICAL LEADERS

This target audience is the administrators of communities - mayors, city councils, township trustees. It targets getting communities to support and participate in recycling efforts. It is NOT activities that target the residents of the communities.

Provide technical support and encouragement to community efforts

Townships, communities, and villages will be contacted twice a year to receive updates on local recycling data, upcoming events, and related programs. We will partner with townships, local recyclers, and haulers to promote and participate in special collection events such as Household Hazardous Waste and electronic recycling. To expand outreach, we will also submit articles to local news publications and request their support in sharing information. Our team will assist with community litter cleanups by providing bags, gloves, grabbers and safety vests, as well as loaning out special recycling containers for events. In addition, we will take part in multiple events across Lancaster and surrounding townships, while sharing event details with haulers and recyclers by email and encouraging their participation. We will continue to offer services and outreach to interested communities and municipalities, with the number of groups served varying each year depending on available funding.

Participation in community events to promote recycling

We will participate in multiple community events with an educational display highlighting recycling information and opportunities. Events attended by the Recycling Center will be promoted through social media and our website. Planned appearances include the Chamber of Commerce, Festival Fair Day, Millersport Sweet Corn Festival (\$300), Fairfield County Fair (\$320), along with any additional events we are invited to, as part of our efforts to expand education and outreach throughout the year. Communities that provide recycling opportunities or host litter cleanups will be recognized on social media and in our bi-annual newsletter. Program success will be measured by the number of participants at collection events, the number of townships, communities, and villages engaged, and the number of people who visit our display.

INDUSTRY - MANUFACTURERS

This target audience is the companies in your county that manufacture items. They can be large or small. Their waste is usually different than other generators because a large portion will be process waste that is predominantly a few items.

Provide information on recycling opportunities to all industries

We will participate in the Fairfield County Chamber Dinner event with a display and distribute flyers on recycling opportunities and upcoming events. A drawing of a recycled content item will be held to collect business cards for our emailing list. We will use the list to keep industries updated with current newsletter, events and recycling opportunities. Industries that start a new

recycling program or show outstanding recycling efforts may be featured in our newsletter. The newsletter will be sent twice a year. Newsletters will promote free waste evaluations, recommendations for hard-to-recycle items and recycling assistance.

Provide technical support in implementing a recycling program

Our Environmental Educator can assist industries with identifying recycling outlets, connecting manufactures with local haulers and processor, and share tools to help with waste reduction efforts. Recycling education materials are offered online and can be used by industries to serve as a point of reference when it comes to recycling difficult materials. Free waste evaluations and assistance on creating an Ohio Material Marketplace account will be offered as well.

The roundtable Zoom meetings have not been widely successful. As we are working on an update to our solid waste plan, this activity will not be continued in 2026; however, if an industry seeks out information which may be of benefit to more than their company a roundtable meeting may be put together. A new activity will be added in the new solid waste plan.

Maximize communication with industries

We will attend display events such as the Chamber Dinner to further increase communications with industries. We will continue to partner with local industries to support the mission of recycling or to assist with their program. Industries who are enrolled in LFCAA recycling program will receive their company's recycling yearly statistics. Visits, phone calls, and emails with information on recycling and/or the newsletter will occur at least twice a year for industries who have started a recycling program or requests assistance. Success will be measured by the number of industries recruited to participate in waste evaluations, roundtables, received information by email, and created or expanded their recycling program.



PO BOX 427 ALEXANDRIA, MN 56308

PROPOSAL

Date	Estimate No.
8/28/2025	6985

PO

Lancaster-Fairfield Comm. Action Agency PO Box 768 Lancaster, OH 43130 Ship To

Terms

Lancaster-Fairfield Community Action Attn: Recycling Center 1743 East Main Street Lancaster, OH 43130 Chris Welch 740-808-4233

Subtotal

Total

Sales Tax (0.0%)

		Net 30			
ltem	Description		Qty	Rate	Total
GROS-12TR	Electric Winch Roll Off Trailer, 12k Carries 10' Boxes			1 19,271.00	
	Price delivered to Lancaster, OH 4313 Most equipment ships on a semi truck responsible for unloading the truck up Additional shipping surcharges will be of shipment.	C. The receiver is			

I have examined the above information on equipment and find this information to be correct. This form must be signed and returned to Pro-Tainer before production will begin. Quote pricing cannot be guaranteed and a fuel & steel surcharge could be added. Unless set up for NET 30 terms, orders are not accepted until the down payment is received. If order is cancelled a restocking fee will be deducted from deposit.

Signature:	Date:
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\$19,271.00

\$19,271.00

\$0.00



PO BOX 427 ALEXANDRIA, MN 56308

PROPOSAL

Date	Estimate No.
8/29/2025	6987

PO

Bill To

Lancaster-Fairfield Comm. Action Agency PO Box 768 Lancaster, OH 43130 Ship To

Terms

Lancaster-Fairfield Community Action 1743 East Main Street Lancaster, OH 43130 ATTN: Recycling Center Joe Paskins 740-777-0333

				PC	,
		Net 30			
ltem	Description			Rate	Total
PROR-16TR	Pro-Roll Off Trailer, Bumper Pull, 16k Trailer carries 14' boxes Add catch for 10' boxes Price delivered to Lancaster, OH 4313 Most equipment ships on a semi truck responsible for unloading the truck up Additional shipping surcharges will be of shipment.	30 The receiver is	Qty	Rate 1 31,935.00	Total 31,935.00

I have examined the above information on equipment and find this information to be correct. This form must be signed and returned to Pro-Tainer before production will begin. Quote pricing cannot be guaranteed and a fuel & steel surcharge could be added. Unless set up for NET 30 terms, orders are not accepted until the down payment is received. If order is cancelled a restocking fee will be deducted from deposit.

Subtotal	\$31,935.00
Sales Tax (0.0%)	\$0.00
Total	\$31,935.00

Signature:	Date:
3	Date:

Signature Page

Resolution No. 2025-09.16.z

A Resolution to approve the Fiscal Year 2026 CFLP Solid Waste District Recycling Services and Recycling & Litter Prevention Grant Application for Fairfield County.

(Lancaster-Fairfield Community Action 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.

2025-09.16.aa

A resolution authorizing the approval to extend the due date for repayments on an advance for MCU Fund 7829 (8353) JAG Grant Fund; 7858 (8342) COSSAP DOJ Grant; and 7911 VCR Grant

WHEREAS, Funds were advanced in Resolution 2024-04.30.t for JAG Grant 7829/8353 in the amount of \$42,646.36 and for the COSSAP DOJ Grant 7858/8342 in the amount of \$298,334.95; and

WHEREAS, Funds were advanced in Resolution 2025-03.04.k in the amount of \$50,000.00 for the Violent Crimes Reduction Grant; and

WHEREAS, the JAG Grant 7829/8353 is closed and final reimbursement is expected and will be repaid by 12/15/2025; and

WHEREAS, the COSSAP DOJ grant has had an extension and will be ongoing through September 2027; and

WHEREAS, the Violent Crimes Reduction Grant is awaiting reimbursement and will be repaid by 12/15/2025; and

WHEREAS, advances are used for grant purchases prior to reimbursement and will be repaid once the grant is closed and expenses have been reimbursed.

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

SECTION 1: Extend the due date for the payback of the advance to December 15, 2025 for

JAG Grant 7829/8353 in the amount of \$42,646.36 Violent Crimes Reduction Grant 7911 in the amount of \$50,000.00

SECTION 2: Extend the due date for the payback of the advance to December 15, 2027 for COSSAP DOJ Grant 7858/8342 in the amount of \$298,334.95.

Prepared by: Christy Noland

cc: Commissioners – Christina Spencer

Signature Page

Resolution No. 2025-09.16.aa

A resolution authorizing the approval to extend the due date for repayments on an advance for MCU Fund 7829 (8353) JAG Grant Fund; 7858 (8342) COSSAP DOJ Grant; and 7911 VCR Grant

(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.

2025-09.16.bb

A resolution authorizing the approval to extend the due date for repayments on an advance for MCU Fund 7864/8359 Recovery Ohio 2024 and 7585/8360 COSSAP23

WHEREAS, Funds were advanced in Resolution 2025-01.21.n for Recovery Ohio 2024 7864/8359 in the amount of \$60,000.00; and

WHEREAS, Funds were advanced in Resolution 2025-01.28.p for the COSSAP23 OCJS Grant 7585/8360 in the amount of \$100,000.00; and

WHEREAS, both grants are open and advances are used for grant purchases prior to reimbursement and will be repaid once the grant is closed and expenses have been reimbursed.

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

SECTION 1: Extend the due date for the payback of the advance to December 15, 2026 for

Recovery Ohio 2024 7864/8359 in the amount of \$60,000.00 COSSAP23 OCJS Grant 7585/8360 in the amount of \$100,000.00

Prepared by: Christy Noland

cc: Commissioners – Christina Spencer

Signature Page

Resolution No. 2025-09.16.bb

A resolution authorizing the approval to extend the due date for repayments on an advance for MCU Fund 7864/8359 Recovery Ohio 2024 and 7585/8360 COSSAP23

(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.

2025-09.16.cc

A resolution authorizing the approval of an advance from the General Fund to 7829 (subfund 8362) JAG24 OCJS and 7830 (Subfund 8370) DLEF2024.

WHEREAS, the South Central Major Crimes Unit has been awarded a new grant from OCJS for the JAG24 Grant in the amount of \$26,831.00; and

WHEREAS, the JAG24 Grant is a reimbursable grant requires a 25% match that is being provided by LPD through available LTF funds;

WHEREAS, the South Central Major Crimes Unit has been awarded a new grant from OCJS for the Drug and Law Enforcement Grant FY24 in the amount of \$131,310.55.00; and

WHEREAS, the DLEF24 Grant is a reimbursable grant requires a 25% match that is being provided by LPD through available LTF funds;

WHEREAS, it is required to keep revenue and expenses for grants in their own funds; and

WHEREAS, advances of allocations are necessary in the amount of \$70,123.47 for the purpose of paying vendors and salaries for approved grant purchases; and

WHEREAS, said advances shall be repaid to the General Fund when monies are received from OCJS.

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

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

DEBIT 1001 090000 General Fund Advance <\$70,123.47>

CREDIT 8362 223001 JAG24 OCJS Advance In \$20,123.47 CREDIT 8370 223001 DLEF24 OCJS Advance In \$50,000.00

Section 2. Request that the advances be paid back to the General Fund, no later than December 15, 2026.

Prepared by: Christy Noland

cc: South Central Ohio Major Crimes Unit

Mike DeWine, Governor

Jim Tressel, Lt. Governor

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 (CDFA) 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 Subgrantce's and Implementing Agency's authorized official in the space provided below.

07/03/2025

Nicole M. Dehner, Executive Director Ohio Office of Criminal Justice Services

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

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."

A resolution to authorize the Fairfield County Commissioners to sign the South Central Ohio Major Crimes Unit Subgrant Award Agreement for the Ohio Drug Law Enforcement Fund Grant 2024

WHEREAS, the South Central Ohio Major Crimes Unit has been awarded \$131,310.55 for the 2024 Ohio Drug Law Enforcement Fund; and

WHEREAS, it is necessary for the Fairfield County Board of Commissioners to sign the attached award agreement for the Ohio Drug Law Enforcement Fund (2024-DL-LEF-41566) in the amount of \$131,310.55; and

WHEREAS, the Board of Commissioners desires to assign authority to the County Administrator, Aundrea Cordle to serve as the sponsor on behalf of the Commission for any documents relating to the 2024 Ohio Drug Law Enforcement Fund Grant.

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

Section 1. The Board of Commissioners hereby approves and authorizes itself to sign the attached Subgrant Award Agreement as requested by the Fairfield-Hocking Athens Major Crimes Unit.

Section 2. The Board of County Commissioners assigns authority to the County Administrator, Aundrea Cordle to serve as the sponsor on behalf of the Board of County Commissioners for any documents relating to the 2024 Ohio Drug Law Enforcement Fund grant.

Prepared by: Christy Noland

cc: MCU

Mike DeWine, Governor

Jim Tressel, Lt. Governor

Andy Wilson, Director

Office of Criminal Justice Services

SUBGRANT AWARD AGREEMENT

Subgrant Number: 2024-DL-LEF-41566 Title: South Central Ohio Major Crimes Unit

In accordance with the provisions of the Ohio Drug Law Enforcement Fund (DLEF) as enacted by the 127th General Assembly of Ohio in House Bill 562 on September 23, 2008 and as set forth in Ohio Revised Code Section 5502.68 Ohio Drug Law Enforcement Application 2022, the Ohio Office of Criminal Justice Services, as the duly authorized State Agency, hereby approves the project application submitted as complying with requirements of the Agency for the fiscal year indicated in the subgrant number above and awards to the foregoing Subgrantee a Subgrant as follows:

Subgrantee:

Fairfield County Commissioners

Implementing Agency:

Fairfield County Sheriff

Award Periods:

07/01/2025 to 06/30/2026

Closeout Deadline:

08/29/2026

Award Amounts:

OCJS Funds: \$98,482.91 75%

Cash Match:

25%

Inkind Match:

0%

Project Total \$131.310.55

\$32,827.64

\$0.00

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.

05/09/2025

Nicole M. Dehner, Executive Director Ohio Office of Criminal Justice Services 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 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."

Prosecutor's Approval Page

Resolution No.

A resolution to authorize the Fairfield County Commissioners to sign the South Central Ohio Major Crimes Unit Subgrant Award Agreement for the Ohio Drug Law Enforcement Fund Grant 2024

(South Central Major Crimes Unit)

Approved as to form on 5/14/2025 2:37:00 PM by Amy Brown-Thompson,

Amy Brown-Thompson Prosecutor's Office

Any Brown Manpson

Fairfield County, Ohio

Signature Page

Resolution No. 2025-05.20.gg

A resolution to authorize the Fairfield County Commissioners to sign the South Central Ohio Major Crimes Unit Subgrant Award Agreement for the Ohio Drug Law Enforcement Fund Grant 2024

(South Central Major Crimes Unit)

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

Voting:

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

Board of County Commissioners Fairfield County, Ohio

CERTIFICATE OF CLERK

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

Bennett Niceswanger Board of County Commissioners Fairfield County, Ohio

his him

Signature Page

Resolution No. 2025-09.16.cc

A resolution authorizing the approval of an advance from the General Fund to 7829 (subfund 8362) JAG24 OCJS and 7830 (Subfund 8370) DLEF2024.

(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.

2025-09.16.dd

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 September 18, 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

Department

Check #	Check Date	Vend #	Vendor Name	Invoice #	Invoice Date	PO#	Warrant	Line Item Description	Amount
1200 - CC	MMISSION	ERS AD	MIN		'				
	FUND: 100)1 - GEN	ERAL FUND						
5436320	9/18/2025	3720	LANC FF CO CHAMBER OF COMMERCE	51532	8/25/2025	391	C0916	FC AG UPDATE - CORDLE	20.00
	FUND: 287	76 - FISC	AL RECOVERY (ARP)						
5436323	9/18/2025	12360	FAIRFIELD CO ADAMH	8/25/25	8/25/2025	23007582	2 C0916	ADAMH//LLS housing project	617,176.92
								TOTAL: COMMISSIONERS ADMIN	617.196.92

Department

Check #	Check Date	Vend #	Vendor Name	Invoice #	Invoice Date	PO#	Warrant	Line Item Description	Amount
1270 - CC	MM-MAINT	ENANC	E						
	FUND: 343	35 - PER	MANENT IMPROVEMENT FUND)					
5436322	9/18/2025	12318	GUTKNECHT CONSTRUCTION COMPANY	FOUR	8/1/2025	25003706	6 C0916	Workforce Center Project 8/2025	288,632.00
	FUND: 39	IO - BUIL	DING ON SHERIDAN						
5436321	9/18/2025	12318	GUTKNECHT CONSTRUCTION COMPANY	FOUR	8/1/2025	25004133	3 C0916	Sheridan Center renovation 8/2025	591,819.00

TOTAL: COMM-MAINTENANCE

880,451.00

Department

Check #	Check Date	Vend #	Vendor Name	Invoice #	Invoice Date	PO#	Warrant	Line Item Description	Amount
1600 - EN	IGINEER-A	DMIN							
	FUND: 202	24 - MOT	OR VEHICLE						
5436324	9/18/2025	18973	LINDSAY PRECAST LLC	1	8/29/2025	2500426	4 C0916	GRE-22 CAMPGROUND ROAD BRIDGE REPLACEMENT PROJECT	113,306.55
								TOTAL: ENGINEER-ADMIN	113,306.55

Department

Check #	Check Date	Vend #	Vendor Name	Invoice #	Invoice Date	PO#	Warrant	Line Item Description	Amount
1700 - JU	VENILE CO	OURT AD	MIN				'		
	FUND: 20	36 - YOU	TH SERV/FELONY DELQ CA	RE					
5436325	9/18/2025	59920	FAIRFIELD CO EDUCATION SE	RV FULL TIME CASE MANAG	8/1/2025	2500560	8 C0916	2ND YEAR FULL TIME CASE MANAGER FY26	108,513.56
								TOTAL: JUVENILE COURT ADMIN	108,513.56

Department

Check #	Check Date	Vend # Vendor Name	Invoice #	Invoice Date	PO#	Warrant	Line Item Description	Amount
2300 - SH	ERIFF							
	FUND: 100	01 - GENERAL FUND						
5436319	9/18/2025	1370 TYLER TECHNOLOGIES INC	130-158641	8/10/2025	25006114	4 C0916	ANNUAL MAINTENANCE FEE, YEAR 2	316,538.64
							TOTAL: SHERIFF	316,538.64

Summary Total for this report:

2,036,006.67

Department	Total Amount
1200 - COMMISSIONERS ADMIN	\$617,196.92
1270 - COMM-MAINTENANCE	\$880,451.00
1600 - ENGINEER-ADMIN	\$113,306.55
1700 - JUVENILE COURT ADMIN	\$108,513.56
2300 - SHERIFF	\$316,538.64
Summary Total For This Report:	\$2,036,006.67
Commissioner Steven A. Davis	
Commissioner Jeffery M Fix	
Commissioner David L Levacy	

Signature Page

Resolution No. 2025-09.16.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.