

**Regular Meeting #45 - 2023**  
**Fairfield County Commissioners' Office**  
**October 17, 2023**

**Review Meeting**

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room located at 210 E. Main St., Lancaster, OH. Commissioner Davis called the meeting to order, and the following Commissioners were present: Dave Levacy, Jeff Fix, and Steve Davis. County employees and elected officials present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Commissioners' Clerk, Rochelle Menningen; Auditor, Dr. Carri Brown; Engineer, Jeremiah Upp; Recorder, Lisa McKenzie; Treasurer, James Bahnsen; Civil Division Chief, Amy Brown-Thompson; Assistant Prosecutor Austin Lines; Budget Director, Bart Hampson; JFS Director Corey Clark; IT Director, Dan Neeley; EMA and Facilities Director, Jon Kochis; Economic and Workforce Development Director, Rick Szabrak; JFS Budget Director, Josh Crawford; Interim RPC Director Holly Mattei; Lt. Joe Boring. Also Present: Sherry Pymer, Ray Stemen, Judy Stemen, Butch Price, and Josephine Price.

Attending virtually: Josh Horacek, Jeff Barron, Jessica Murphy, Jared Collins, Jennifer Effinger, Nancy Nickell, BGM, Steven Darnell, Shelby Hunt, Belinda Nebbergall, Ashley Arter, Lori Hawk, Michael Kaper, Sara Madenwald, B (Guest), Lynette Barnhart, Deb, Greg Forquer, Tiffany Daniels, Arika Farrar, Deb, Jeanie Wears, Marcy Fields, Park Russell, Jennifer Morgan, Britney Lee, Nikki Drake, and Brian Wolfe.

**Welcome**

Commissioner Davis opened the meeting by welcoming everyone in attendance.

**Public Comments**

Ray Stemen of Lancaster spoke about a story he had heard from Operation Desert Storm,

Judy Stemen of Lancaster spoke about concerns regarding a proposed House Bill regarding gender use of restrooms.

**Legal Update**

No legal update.

**Executive Session**

Commissioner Davis made a motion to go into Executive Session to discuss the purchase of real property at 9:07 a.m. Commissioner Davis asked that all members of the Commission, representatives from the Prosecutor's Office, The County and Deputy County Administrators, the Finance Director, and the Facilities Director, join in the Executive Session. The motion was seconded by Jeff Fix.

Roll call vote of the motion resulted as follows:

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

Commissioner Davis made the motion to end Executive Session and Commissioner Levacy seconded the motion at 9:19 a.m.

Roll call vote of the motion resulted as follows:

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

**Regular Meeting #45 - 2023**  
**Fairfield County Commissioners' Office**  
**October 17, 2023**

**County Administration Update**

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

**Week in Review**

*American Rescue Plan Update*

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$28.8M has been appropriated, \$16.1M expended, \$4M encumbered or obligated.

*America 250 Ohio*

The Ohio Commission for the U.S. Semi quincentennial (also referred to as America 250-Ohio) was formed through the OH. Rev. Code § 149.309 and announced on March 1, 2022, on Ohio's Statehood Day by Governor Mike DeWine. The (29) member commission is charged with preparing the state to participate in the United States of America's 250th anniversary which culminates on July 4, 2026.

The AM 250-OH, Communities program invites counties, cities, villages, townships, and neighbors from across the state to apply to have this special designation from the AM 250-OH Commission. The goal of the program is to encourage leaders in all 88 counties to plan and implement signature events, projects and programs affiliated with this momentous occasion and produce experiences that show the world how we celebrate "Ohio-style".

There will be a resolution on the agenda next week for the Board to solidify participation in the program. The program requires the County to name individuals from the Commissioners' office as well as a local civic, cultural, or corporate partner who will serve as the community liaisons for the program. Bennett Niceswanger and I will be representing the Commissioners and Jonette Haberfield of Visit Fairfield County has agreed to be the additional liaison.

**Highlights of Resolutions**

*Administrative Approvals*

The review packet contains a list of administrative approvals.

*Resolution Review*

There are 15 resolutions on the agenda for the voting meeting.

Resolutions of note:

- A resolution to add an additional meeting to meeting schedule resolution 2022-11.29.a, for a Budget Hearing date on October 31<sup>st</sup>, from 1:00 p.m. to 4:00 p.m.
- A resolution to approve the use of ARP funds, and to appropriate from unappropriated for copiers for the Auditor's Office.
- A resolution to appropriate from unappropriated for additional budget needs for the AV project.
- A resolution authorizing the transfer of funds for appropriations for the Salt Barn Project.

**Regular Meeting #45 - 2023**  
**Fairfield County Commissioners' Office**  
**October 17, 2023**

Commissioner Davis asked about the estimation of the price and if it was understood that the amount appropriated from the General Fund would be capped at \$1M.

Mr. Upp confirmed both the price and understanding of the capping of the amount for the salt barn.

- A resolution for an MOU between the Ohio Secretary of State, the Fairfield County Board of Elections, and the Fairfield County Board of Commissioners, for the purchase of electronic pollbooks.
- A resolution authorizing a contract with BK Layer, LLC, for the CDBG Village of Baltimore Waterline Improvement project and another resolution authorizing the notice to proceed and notice of commencement for the project.

**Budget Review**

- Bart Hampson

**Calendar Review/Invitations Received**

- *Provided by the Clerk to the Fairfield County Board of Commissioners, Rochelle Menningen*
  - Village of Pleasantville Land Use Plan Meeting, October 17, 2023, 7:00 p.m., 106 E. Columbus St., Pleasantville
  - Kiwanis Meeting, Commission Speaking Engagement, October 18, 2023, 12:00 p.m., Connexion West, 625 Garfield Ave., Lancaster
  - Violet Township Land Use Plan Meeting, October 18, 2023, 6:00 p.m., Wigwam Event Center, 10190 Blacklick Eastern Rd., Pickerington
  - Interview for Festival Impact Study, October 19, 2023, 10:30 a.m., Lancaster Festival, 117 W. Wheeling St., Lancaster
  - Commissioner to Guest Host Wheel of Fortune, October 19, 2023, 4:00 p.m., Connexion West, Juvenile Resource Center, 625 Garfield Ave., Lancaster
  - JFS Job Fair, October 19, 2023, 4:00 p.m., Fairfield County Workforce Center, 4465 Coonpath Rd., Carroll
  - Habitat for Humanity of Southeast Ohio New Homeowner Celebration, October 19, 2023, 5:00 p.m., 209 S. Main St., Pleasantville
  - Greenfield Township Land Use Plan Meeting, October 19, 2023, 6:00 p.m., Greenfield Township Fire Department, 3245 Havensport Rd., Carroll
  - FCFC Executive Committee Meeting, October 20, 2023, 8:30 a.m., Fairfield County Agricultural Center, 831 College Ave., Lancaster
  - Elder Abuse Commission Meeting, October 23, 2023, 10:00 a.m., State Library of Ohio, Large Boardroom, 274 E. First Ave., Columbus
  - Meals on Wheels of Fairfield County 50th Anniversary Celebration, November 14, 2023, 4:30 p.m., 1515 Cedar Hill Rd., Lancaster

**Correspondence**

- *Provided by the Clerk to the Fairfield County Board of Commissioners, Rochelle Menningen*

**Regular Meeting #45 - 2023**  
**Fairfield County Commissioners' Office**  
**October 17, 2023**

- Thank You Note to Commissioner Levacy from Ohio Treasurer, Robert Sprague for Participation in September Meeting, and for Community Leadership
- Letter from American Structurepoint Inc., October 6, 2023, Regarding ODOT District 5 Improvement to IR 70 & SR 256
- News Release, Office of County Auditor, October 10, 2023, "Fairfield County Auditor Updates Levy Estimator Tool for November 7 General Election Levies"
- Memo from Dr. Carri Brown, County Auditor, October 11, 2023, Subjects: The Formula for the Distribution of Local Government Funds; November 3rd MCJDC Meeting; and GIS Day in Fairfield County
- From the Office of the County Auditor, the "Wins of the Week"
- Letter from Mid-Ohio Regional Planning Commission, October 11, 2023, Thanking Fairfield County for Continued Partnership and Information on Benefits, Accomplishments, Services and Resources, Plans and Studies, Education and Grants, Events and Conferences, and a Look Ahead
- Sponsorship Letter from the Lancaster Festival
- A Flyer from The Ohio State University Extension Regarding a Six Week Wellness Challenge
- Letter from Ohio Secretary of State, Frank LaRose, Regarding November 7, 2023, Election
- Letters and an Email from County Residents Regarding Solar Energy
- Fairfield County Municipal Court, Fees Collected Report for Criminal/Traffic Division, September 2023

**Old Business**

Commissioner Davis spoke about the Fairfield County Fair and the Board of Commissioners' participation in the Jr. Fair Livestock Auction. The Commissioner gave a shout out to the Agricultural Society for all they do for the County, the Fair, and for the youth in the County.

Commissioner Levacy also spoke about the fair and the 4-H kids and their participation in the Jr. Fair Livestock Auction. He added that he is always very impressed by the 4-H youth.

Commissioner Fix stated he attended the fair three times and spoke about the Jr. Fair Livestock Auction; and Walnut Township Trustee, Dog Leith, who he stated does a great job with the auction. The Commissioner also spoke about the Liberty Township Land Use Plan meeting and that townships' plan to adopt their version of the Land Use Plan.

Aundrea Cordle spoke about the CCAO interviewing Commissioner Levacy at the fair.

**New Business**

Commissioner Davis stated he had been invited to speak at the Kiwanis meeting.

Treasurer Bahnsen said that the Land Bank is slowly getting information from the State regarding demolition money.

Auditor Brown recognized the Weights and Measures team for their work with the scales at the Fairfield County Fair and spoke about Nick Dilley assisting elementary students with resources for researching geographical information. Dr. Brown added that the fact sheet and tax estimator have been updated on the Auditor's website; and spoke about House Bill 189, property valuations, and when Fairfield County homes would next go through that process.

**Regular Meeting #45 - 2023**  
**Fairfield County Commissioners' Office**  
**October 17, 2023**

Commissioner Fix spoke about his appreciation for Mr. Vogel and Engineer Upp who both attended the Land Use Township Plan Meetings.

Mr. Szabrak stated that 51 students started training at the Workforce Center and added that there are a record number of new water and wastewater students. Mr. Szabrak also stated that Hocking College received a \$57,569 grant through the County.

Mr. Kochis spoke about electric system updates to the Administrative Courthouse.

Ms. Cordle thanked Jon and his team for working on the holiday and through the weekend.

Mr. Neeley commended Michael Scamyhorn from IT for his work during the system outage and thanked the Commissioners for completing their cybersecurity safety training.

Mr. Clark stated that Fairfield County JFS was recently selected as one of four counties in the state to serve as a pilot for a new benefits program and added that they will also be hosting a job fair at the workforce center.

Commissioner Davis congratulated Britney Lee whose child had the Grand Champion Hog at the fair.

**Regular (Voting) Meeting**

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room located at 210 E. Main St., Lancaster, OH. Commissioner Davis called the meeting to order, and the following Commissioners were present: Dave Levacy, Jeff Fix, and Steve Davis. County employees and elected officials present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Commissioners' Clerk, Rochelle Menningen; Auditor, Dr. Carri Brown; Engineer, Jeremiah Upp; Recorder, Lisa McKenzie; Treasurer, James Bahnsen; Civil Division Chief, Amy Brown-Thompson; Assistant Prosecutor Austin Lines; Budget Director, Bart Hampson; JFS Director Corey Clark; IT Director, Dan Neeley; EMA and Facilities Director, Jon Kochis; Economic and Workforce Development Director, Rick Szabrak; JFS Budget Director, Josh Crawford; Interim RPC Director Holly Mattei; Lt. Joe Boring. Also Present: Sherry Pymer, Ray Stemen, Judy Stemen, Butch Price, and Josephine Price.

Attending virtually: Josh Horacek, Jeff Barron, Jessica Murphy, Jared Collins, Jennifer Effinger, Nancy Nickell, BGM, Steven Darnell, Shelby Hunt, Belinda Nebbergall, Ashley Arter, Lori Hawk, Michael Kaper, Sara Madenwald, B (Guest), Lynette Barnhart, Deb, Greg Forquer, Tiffany Daniels, Arika Farrar, Deb, Jeanie Wears, Marcy Fields, Park Russell, Jennifer Morgan, Britney Lee, Nikki Drake, and Brian Wolfe.

**Pledge of Allegiance**

Commissioner Davis asked everyone to rise as able and led the Pledge of Allegiance.

**Announcements**

There were no announcements.

**Approval of Minutes for October 10, 2023**

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the Minutes for the Tuesday, October 10, 2023, meeting.

**Regular Meeting #45 - 2023**  
**Fairfield County Commissioners' Office**  
**October 17, 2023**

Roll call vote of the motion resulted as follows:

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

**Approval of Budget Hearing Minutes for October 10, 2023**

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the Budget Hearing Minutes for the Tuesday, October 10, 2023, meeting.

Roll call vote of the motion resulted as follows:

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

**Approval of Resolutions from the Board of Commissioners**

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the following resolutions from the Board of Commissioners:

- |              |   |
|--------------|---|
| 2023-10.17.a | A Resolution Amending Resolution 2022-11.29.a, Approving the Establishment of the Fairfield County Board of Commissioners 2023 Review Session and Regular Meeting Dates, and Special Meeting Dates, and Establishing a New Special Meeting Date, Time, and Location |
| 2023-10.17.b | A resolution to approve an authorized use of American Rescue Plan fiscal recovery funding and appropriate from unappropriated funds for the County ARP Auditor Copiers  |
| 2023-10.17.c | A resolution to appropriate from unappropriated in major expenditure object categories for the General Fund# 1001   |
| 2023-10.17.d | A resolution authorizing a fund to fund transfer from General Fund# 1001 and Appropriate from Unappropriated into a major expenditure category to the General Fund# 1001 & Capital Improvement Fund # 3435  |

Roll call vote of the motion resulted as follows:

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

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

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

- |              |  |
|--------------|--|
| 2023-10.17.e | A resolution to authorize a memo of understanding between the Ohio Secretary of State and, the Fairfield County Board of Elections, and the Fairfield County Board of Commissioners regarding the purchase of electronic pollbooks |
|--------------|--|

Roll call vote of the motion resulted as follows:

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

**Approval of a Resolution from the Fairfield County Engineer**

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

**Regular Meeting #45 - 2023**  
**Fairfield County Commissioners' Office**  
**October 17, 2023**

2023-10.17.f      A resolution to request for appropriations for additional unanticipated receipts of Memo receipts and memo expenses for fund 2050 for annual inspections in various subdivisions as of 10/04/2023

Roll call vote of the motion resulted as follows:

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

**Approval of Resolutions from Fairfield County Job and Family Services**

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the following resolutions from Fairfield County Job and Family Services:

2023-10.17.g      A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Sub-Fund 8182 (12207218) reimbursing Fund 2018

2023-10.17.h      A resolution approving the Purchase of Service Agreement between Job & Family Services, Child Protective Services Department, and Integrated Services for Behavioral Health.

2023-10.17.i      A resolution regarding a Grant Agreement between Dave Thomas Foundation for Adoption and Fairfield County Job & Family Services (FCJFS), the Protective Services Department (FCPS)

2023-10.17.j      A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Sub Fund 8056 reimbursing Fund 2018

Roll call vote of the motion resulted as follows:

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

**Approval of Resolutions from Fairfield County Regional Planning Commission**

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

2023-10.17.k      A resolution authorizing the approval of a contract agreement by Fairfield County Board of County Commissioners and BK Layer LLC

2023-10.17.l      A resolution authorizing the notice to proceed and notice of commencement for a CDBG Program Year 2023 project for the Village of Baltimore, Monroe Street Waterline Improvements

Roll call vote of the motion resulted as follows:

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

**Approval of a Resolution from the Fairfield County Sheriff**

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

2023-10.17.m      A resolution approving an account-to-account transfer Fund 1001

**Regular Meeting #45 - 2023**  
**Fairfield County Commissioners' Office**  
**October 17, 2023**

Roll call vote of the motion resulted as follows:

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

**Approval of a Resolution from Fairfield County Utilities**

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

2023-10.17.n      A resolution to appropriate from unappropriated in a major expenditure object category for Utilities Fund 5085, Trust – Sewer Deposits

Roll call vote of the motion resulted as follows:

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

**Approval of the Payment of Bills**

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

2023-10.17.o      A resolution authorizing the approval of payment of invoices for departments that need the Board of Commissioners' approval.

Roll call vote of the motion resulted as follows:

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

The next Regular Meeting is scheduled for 9:00 a.m. on Tuesday, October 24, 2023.

**Executive Session**

Commissioner Davis made a motion to go into Executive Session to discuss the purchase of real property at 9:53 a.m. Commissioner Davis asked that all members of the Commission, representatives from the Prosecutor's Office, The County and Deputy County Administrators, the Finance Director, Clerk to the Board of Commissioners, and the Facilities Director, join in the Executive Session. The motion was seconded by Jeff Fix.

Roll call vote of the motion resulted as follows:

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

Commissioner Davis made the motion to end Executive Session and Commissioner Levacy seconded the motion at 10:21 a.m.

Roll call vote of the motion resulted as follows:

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

**Adjournment**

With no further business, on the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to adjourn at 10:22 a.m.

Roll call vote of the motion resulted as follows:

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







# A G E N D A

## BOARD OF COMMISSIONERS

### Commissioners:

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

County Administrator  
Aundrea N. Cordle

Deputy County Administrator  
Jeffrey D. Porter

Clerk  
Rochelle Menningen

**Tuesday, October 17, 2023**  
**9:00 a.m.**

### 1. Review

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

### 2. Welcome

### 3. Public Comment

### 4. Legal Update

### 5. County Administration Update

- a. Week in Review
- b. Highlights of Resolutions
- c. Budget Review
- d. Calendar Review/ Invitations Received
  - i. Village of Pleasantville Land Use Plan Meeting, October 17, 2023, 7:00 p.m., 106 E. Columbus St., Pleasantville
  - ii. Kiwanis Meeting, Commission Speaking Engagement, October 18, 2023, 12:00 p.m., Connexion West, 625 Garfield Ave., Lancaster
  - iii. Violet Township Land Use Plan Meeting, October 18, 2023, 6:00 p.m., Wigwam Event Center, 10190 Blacklick Eastern Rd., Pickerington
  - iv. Interview for Festival Impact Study, October 19, 2023, 10:30 a.m., Lancaster Festival, 117 W. Wheeling St., Lancaster
  - v. Commissioner to Guest Host Wheel of Fortune, October 19, 2023, 4:00 p.m., Connexion West, Juvenile Resource Center, 625 Garfield Ave., Lancaster
  - vi. JFS Job Fair, October 19, 2023, 4:00 p.m., Fairfield County Workforce Center, 4465 Coonpath Rd., Carroll
  - vii. Habitat for Humanity of Southeast Ohio New Homeowner Celebration, October 19, 2023, 5:00 p.m., 209 S. Main St., Pleasantville
  - viii. Greenfield Township Land Use Plan Meeting, October 19, 2023, 6:00 p.m., Greenfield Township Fire Department, 3245 Havensport Rd., Carroll
  - ix. FCFC Executive Committee Meeting, October 20, 2023, 8:30 a.m., Fairfield County Agricultural Center, 831 College Ave., Lancaster
  - x. Elder Abuse Commission Meeting, October 23, 2023, 10:00 a.m., State Library of Ohio, Large Boardroom, 274 E. First Ave., Columbus
  - xi. Meals on Wheels of Fairfield County 50<sup>th</sup> Anniversary Celebration, November 14, 2023, 4:30 p.m., 1515 Cedar Hill Rd., Lancaster

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



# AGENDA

## BOARD OF COMMISSIONERS

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

County Administrator  
Aundrea N. Cordle

Deputy County Administrator  
Jeffrey D. Porter

Clerk  
Rochelle Menningen

### e. Correspondence

- i. Thank You Note to Commissioner Levacy from Ohio Treasurer, Robert Sprague for Participation in September Meeting, and for Community Leadership
- ii. Letter from American Structurepoint Inc., October 6, 2023, Regarding ODOT District 5 Improvement to IR 70 & SR 256
- iii. News Release, Office of County Auditor, October 10, 2023, “Fairfield County Auditor Updates Levy Estimator Tool for November 7 General Election Levies”
- iv. Memo from Dr. Carri Brown, County Auditor, October 11, 2023, Subjects: The Formula for the Distribution of Local Government Funds; November 3<sup>rd</sup> MCJDC Meeting; and GIS Day in Fairfield County
- v. From the Office of the County Auditor, the “Wins of the Week”
- vi. Letter from Mid-Ohio Regional Planning Commission, October 11, 2023, Thanking Fairfield County for Continued Partnership and Information on Benefits, Accomplishments, Services and Resources, Plans and Studies, Education and Grants, Events and Conferences, and a Look Ahead
- vii. Sponsorship Letter from the Lancaster Festival
- viii. A Flyer from The Ohio State University Extension Regarding a Six Week Wellness Challenge
- ix. Letter from Ohio Secretary of State, Frank LaRose, Regarding November 7, 2023, Election
- x. Letters and an Email from County Residents Regarding Solar Energy
- xi. Fairfield County Municipal Court, Fees Collected Report for Criminal/Traffic Division, September 2023

### 6. Old Business

### 7. New Business

### 8. Regular (Voting) Meeting

### 9. Adjourn

### 10. Budget Hearing, Soil & Water, 11:00 a.m. – 11:15 a.m.

### 11. Budget Hearing, Treasurer’s Office, 11:15 a.m. – 11:45 a.m.

### 12. Budget Hearing, OSU Extension, 11:45 a.m. – 12:00 p.m.

### 13. Budget Hearing, Regional Planning, 1:00 p.m. – 1:15 p.m.

SERVE • CONNECT • PROTECT



# A G E N D A

## B O A R D O F C O M M I S S I O N E R S

**Commissioners:**

Steven A. Davis

Jeffrey M. Fix

David L. Levacy

**County Administrator**

Aundrea N. Cordle

**Deputy County Administrator**

Jeffrey D. Porter

**Clerk**

Rochelle Menningen

- 14. Budget Hearing, Recorder's Office, 1:15 p.m. – 1:30 p.m.**
- 15. Budget Hearing, Dog Shelter, 1:30 p.m. – 1:45 p.m.**
- 16. Budget Hearing, Human Resources, 1:45 p.m. – 2:00 p.m.**
- 17. Budget Hearing, Coroner's Office, 2:00 p.m. – 2:15 p.m.**
- 18. Budget Hearing, Utilities, 2:15 p.m. – 2:30 p.m.**
- 19. Budget Hearing, Domestic Relations Court, 2:30 p.m. – 3:00 p.m.**

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

**Quarters 2,3, & 4, 2021 & Quarter 1,2,3 & 4 2022 & Quarter 1,2,3,4 2023 – American Rescue Plan Fiscal Recovery Funds, as of 10.15.2023.**

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

**\$28,844,696.60 has been appropriated, \$16,053,755.16 expended, \$4,000,817.86 encumbered or obligated.**

<b>12Project/Category</b>		<b>As of 10/15/23 Appropriations</b>	<b>As of 10/15/23 Expenditure</b>	<b>As of 10/15/23 Obligation</b>
<b>Public Health</b>				
R15a	Public Health, PPE	199.90	199.90	0.00
R16a	Public Health, Medical Expenses	206,838.33	206,838.33	0.00
R16b	Public Health, COVID Medial Costs County Benefits Program	399,949.66	399,949.66	0.00
R17a	Public Health, Vaccination Clinic and Related Expenses	66,362.57	66,362.57	0.00
R17b	Public Health, Capital Investments and Public Facilities of the County	3,478,288.29	3,006,980.30	460,335.35
R17c	Public Health, Capital Investment for Air Quality Improvements	56,674.00	56,674.00	0.00
R17d	Public Health, Capital Investment for Health Equipment, Mobile Morgue	49,498.87	49,498.87	0.00
R17e	Public Health, Capital Investment for Sheriff Cruiser to Respond to Increased Violence	60,565.00	54,250.98	0.00
R18a	Professional Communications on Behalf of the Board of Health	34,577.94	34,577.94	0.00
R18b	Public Health, Creation of a Community Health Assessment (CHA)	48,943.10	48,943.10	0.00
R19a	Public Safety Payroll Support	1,655,582.09	1,327,928.70	0.00
R19b	Public Health Payroll Support	185,406.39	185,406.39	0.00
R19c	Other Public Sector Payroll Support	302,778.33	192,127.94	0.00
R110a	Mental and Behavioral Health	0.00	0.00	0.00
<b>Subtotal Public Health</b>		<b>6,545,664.47</b>	<b>5,629,738.68</b>	<b>460,335.35</b>
<b>Negative Economic Impacts</b>				
R210a	Emergency Assistance for Non- Profit Organizations, a Subgrant to the City of Lancaster	0.00	0.00	0.00
R210b	Emergency Assistance for Non- Profits, Subgrant The Lighthouse	120,000.00	120,000.00	0.00
R210c	Salvation Army	500,000.00	500,000.00	0.00
R210d	Habitat for Humanity	610,000.00	0.00	0.00

**Quarters 2,3, & 4, 2021 & Quarter 1,2,3 & 4 2022 & Quarter 1,2,3,4 2023 – American Rescue Plan Fiscal Recovery Funds, as of 10.15.2023.**

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

**\$28,844,696.60 has been appropriated, \$16,053,755.16 expended, \$4,000,817.86 encumbered or obligated.**

<b>Project/Category</b>		<b>As of 10/15/23 Appropriations</b>	<b>As of 10/15/23 Expenditure</b>	<b>As of 10/15/23 Obligation</b>
R210e	ADAMH/LSS Housing Projects	3,000,000.00	0.00	0.00
R211a	Subgrant for Tourism, Support for the Fairfield County Fair	499,996.00	499,996.00	0.00
R211b	Aid to Tourism, Travel, Hospitality	18,278.01	18,278.01	0.00
R29a	Emergency Assistance Business Planning	160,178.00	146,829.87	13,348.13
R213a	Support for Agriculture and the Growing Community	45,000.00	35,000.00	10,000.00
R213b	Technical Assistance for Townships & Others	400,000.00	211,854.84	37,423.16
R213c	Contracts for Services to Support Residents Suffering Effects of the Pandemic	102,000.00	71,240.00	25,460.00
<b>Subtotal Negative Economic Impacts</b>		5,455,452.01	1,603,198.72	86,231.29
R310a	Housing Support, Affordable Housing Strategic Plan	39,554.00	39,554.00	0.00
<b>Subtotal Services Disproportionately Impacted Communities</b>		39,554.00	39,554.00	0.00
<b>Premium Pay</b>				
R41a	Premium Pay, Premium Pay for Emergency Management Agency Workers	27,907.72	27,907.72	0.00
<b>Subtotal Premium Pay</b>		27,907.72	27,907.72	0.00
<b>Infrastructure</b>				
R52a	Clean Water: Centralized Collection and Conveyance, Airport	598,480.00	33,190.54	456,050.00
R52b	Clean Water: Centralized Collection and Conveyance, Walnut Creek Sewer District	750,000.00	0.00	750,000.00
R56a	Clean Water, Stormwater	539,895.00	539,895.00	0.00
R511a	Drinking Water: Transmission/Distribution, Grant Hampton	1,038,515.50	800,318.61	143,786.39

**Quarters 2,3, & 4, 2021 & Quarter 1,2,3 & 4 2022 & Quarter 1,2,3,4 2023 – American Rescue Plan Fiscal Recovery Funds, as of 10.15.2023.**

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

**\$28,844,696.60 has been appropriated, \$16,053,755.16 expended, \$4,000,817.86 encumbered or obligated.**

Project/Category		As of 10/15/23 Appropriations	As of 10/15/23 Expenditure	As of 10/15/23 Obligation
R511b	Drinking Water: Transmission/Distribution, Airport	102,000.00	0.00	38,950.00
R511c	Drinking Water: Transmission/Distribution, Greenfield	1,900,000.00	0.00	0.00
R511d	Drinking Water: Transmission/Distribution, Baltimore	613,000.00	0.00	613,000.00
R511e	Drinking Water: Transmission/Distribution, Pleasantville	834,000.00	0.00	659,000.00
R516a	Broadband, "Last Mile" Projects	500,000.00	0.00	0.00
<b>Subtotal Infrastructure</b>		<b>6,875,890.50</b>	<b>1,373,404.15</b>	<b>2,660,786.39</b>
<b>Revenue Loss</b>				
R61a	SaaS and Technological Equipment	370,646.50	230,825.32	139,821.18
R61b	Recorder Document Scanning	400,000.00	337,984.72	62,015.28
R61c	Clerk of Courts Case Management	375,000.00	308,341.85	66,658.15
R61d	MARCS Tower Project	520,000.00	481,278.50	38,721.50
R61e	Dispatch Consoles	560,000.00	543,820.85	16,179.15
R61f	Fairfield Center Purchase	2,708,752.85	2,708,752.85	0.00
R61g	Fairfield Center Renovation	3,692,375.73	2,095,633.51	387,610.64
R61h	Community School Attendance Program	501,137.00	109,999.99	6,383.34
R61i	Workforce Center Expansion	0.00	0.00	0.00
R61j	Smart Growth	200,000.00	148,680.41	51,319.59
R61k	United Way and Dolly Parton's Imagination Library	25,000.00	25,000.00	0.00



**Quarters 2,3, & 4, 2021 & Quarter 1,2,3 & 4 2022 & Quarter 1,2,3,4 2023 – American Rescue Plan Fiscal Recovery Funds, as of 10.15.2023.**

From the **\$30,606,902.00** received as the first and second tranche of fiscal recovery funds. **\$28,844,696.60** has been **appropriated**, **\$16,053,755.16** expended, **\$4,000,817.86 encumbered or obligated**.

<b>Project/Category</b>		<b>As of 10/15/23 Appropriations</b>	<b>As of 10/15/23 Expenditure</b>	<b>As of 10/15/23 Obligation</b>
<b>R61l</b>	Auditor Historical Records Scanning	0.00	0.00	0.00
<b>R61m</b>	Engineer's Radios	80,000.00	80,000.00	0.00
<b>R61n</b>	Auditor Printers	5,000.00	0.00	0.00
<b>R517a</b>	Beavers Field Utilities	49,900.00	20,896.18	24,756.00
<b>Revenue Loss</b>		9,487,812.08	7,091,514.18	793,464.83
<b>Administration</b>				
R71a	Administrative Expenses	412,415.82	288,737.71	0.00
<b>Subtotal Administration</b>		412,415.82	288,737.71	0.00
<b>Grand Total</b>		<b>\$28,844,696.60</b>	<b>\$16,053,755.16</b>	<b>\$4,000,817.86</b>



ADMINISTRATIVE AUTHORITY ITEMS  
FAIRFIELD COUNTY COMMISSIONERS' OFFICE  
OCTOBER 09, 2023 TO October 15, 2023

Fairfield County Commissioners

- AA.10.10-2023.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.10.11-2023.a An Administrative Approval for the payment of invoices for departments that need Board of Commissioners' approval and have bills presented that are not more than \$75,000 per invoice [Commissioners]
- AA.10.11-2023.c An Administrative Approval for the Ohio Department of Medicaid (ODM) Subgrant Agreement with Fairfield Healthcare Professionals, an affiliate of Fairfield Medical Center. [Commissioners]

Fairfield County Emergency Management Agency

- AA.10.09-2023.c An Administrative Approval for The County Administrator to sign a completion report for FEMA Public Assistance Grant DR4507. [EMA]

Fairfield County Facilities

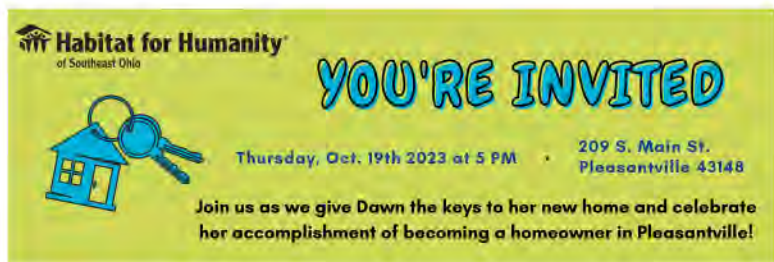
- AA.10.09-2023.a An Administrative Approval authorizing the approval of an Agreement between Danite Sign Company, and the Fairfield County Commissioners for a Sign at the Liberty Center [Facilities]

Fairfield County Family and Children First Council

- AA.10.09-2023.b Administrative Approval authorizing an agreement between Nationwide Children's Hospital, INC and Fairfield County Family and Children First Council for counseling and family therapy services for an MSY client. [Family and Children First Council]

Fairfield County Regional Planning Commission

- AA.10.11-2023.b Administrative approval regarding a grant agreement between the Fairfield County Board of Commissioners and the Ohio Development Services Agency. [Regional Planning Commission]



Hello!

I am excited to say we are ready to celebrate another new home in our community! Join us on Thursday, October 19<sup>th</sup>, 2023 at 5 p.m. to celebrate Dawn becoming a homeowner! 209 S. Main St. Pleasantville Oh 43148. Please pass this along to anyone you'd like.

We and the village are asking that folks park at Christway Community Church, across from Mugshots (old Pacers) or the park. There will be no parking in front of or behind the house. Hope to see you there

Best,

**Biatta Grimes**

Director of Volunteers and Communications

Habitat for Humanity of Southeast Ohio

Phone: (740) 592-0032, Ext. 104



Building Homes. Building Hope.

**ROBERT SPRAGUE**  
OHIO TREASURER

Dear Dave,

Thank you for your time, ideas, and feedback at our recent roundtable. Your leadership has never been more needed or appreciated as your community grows. You are a great leader for the entire county. Thanks for your excellent service to the county.

Best regards,

Robert



**ROBERT SPRAGUE**  
TREASURER OF STATE

30 EAST BROAD STREET  
9TH FLOOR  
COLUMBUS, OHIO 43215

PHONE: 614-728-2848  
[WWW.OHIOTREASURER.GOV](http://WWW.OHIOTREASURER.GOV)



October 6, 2023

BD OF COUNTY COMMISSIONERS  
210 E MAIN ST  
LANCASTER OH 43130

Re: FAI/LIC-70-0.00/0.00 (Far East Freeway Improvements)  
Access to Property  
Project No. 202100273

Dear Property Owner/Resident:

The Ohio Department of Transportation, District 5, has retained American Structurepoint, Inc., for the planning and design of the improvement of the IR 70 & SR 256 interchange and the construction of a new interchange at IR 70 & Taylor Road. A Feasibility Study and Alternative Evaluation Report were recently completed that studied several alternatives and the preferred alternative was identified in summer 2023.

You are receiving this notification letter based on public records that indicate you own property in the project area.

We wish to advise you that it may be necessary for our work crews to enter your property for environmental surveys. If you, the owner, do not live or conduct business at this site, please inform the tenants of our field crews' impending presence. In addition to mailing this letter of notification, American Structurepoint staff will carry full personal identification and copies of this letter. The field personnel have been instructed to attempt to inform each resident, property owner, or tenant in person before entering a property. However, in the event no one is home, it may be necessary to proceed with the survey and data collection due to the project time constraints.

The laws of Ohio, specifically Sections 5517.01 and 163.03 of the Ohio Revised Code, authorize such entries, but also require reimbursement be made for any actual damage resulting from such work. The work crews have received strict instructions concerning the preservation of private and public property. In the event any valuable vegetation must be cleared in order to accomplish our work, you will be notified and informed as to the procedure to follow in preparing a claim for reimbursement. In all cases, however, removal of vegetation, as well as other damage, will be held to a minimum. If we need to remove valuable vegetation, a special attempt will be made to contact the owner before removal.

BD OF COUNTY COMMISSIONERS

October 6, 2023

Page 2

If at any time you feel American Structurepoint or our representatives have not given proper attention to private property, please notify Kyle Messaros, PE, at American Structurepoint immediately at the following address:

American Structurepoint, Inc.  
2550 Corporate Exchange Drive, Suite 300  
Columbus, Ohio 43231  
(614) 901-2235

The work crews will not be able to provide any definite information or answer questions regarding the project. They will simply be collecting data.

If you have general questions about the project, you may contact Ty Thompson, PE, Project Manager for ODOT District 5, at Ty.Thompson@dot.ohio.gov or (740) 323-5194.

We sincerely appreciate your cooperation and assistance so this worthwhile project can be completed at the earliest possible date.

Sincerely,

**American Structurepoint, Inc.**



Kyle A. Messaros, PE  
Team Leader – Road Group

KAM:dls

202100273





**FOR IMMEDIATE RELEASE**  
**Tuesday, October 10, 2023**

## **Fairfield County Auditor Updates Levy Estimator Tool for November 7 General Election Levies**

**Lancaster, Ohio** – The Fairfield County Auditor’s Office is pleased to announce the availability of an updated tax levy estimator tool on the Auditor’s Real Estate website. A tutorial on how to use the updated online tool is attached.

County Auditor Carri Brown stated, “If a property owner would like to estimate the amount of tax associated with millage that is on the ballot for approval, this online tool can be helpful in that property owner’s evaluation of issues.”

Estimates calculated with the online tool are based on known information. The estimate is expected to be within \$10 of the actual annual amount.

For the Tuesday, November 7, 2023, General Election, Fairfield County residents will see proposed property tax levy issues for the Fairfield County District Library and Senior Citizen Services (Meals on Wheels). Additionally, residents in Clearcreek Township will see a proposed road and bridge levy.

Fact sheets for these levies can be found at <https://www.co.fairfield.oh.us/auditor/>.

The effective dates of the new levies will be stated in the ballot language.

For more information or questions regarding the levy tax estimator, please contact the County Auditor’s Settlements and Administration Office at (740) 652-7020.

###

## Follow Your Auditor’s Office On **Social Media!**



linkedin.com/company/  
fairfield-county-auditor



@FairCoAuditor



@FairCoAuditor



@FairfieldCountyAuditor



co.fairfield.oh.us/auditor



realestate.co.  
fairfield.oh.us

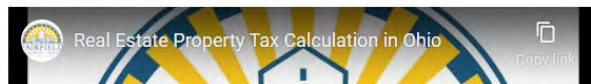
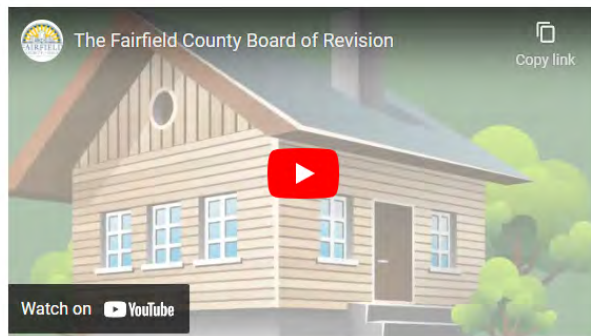
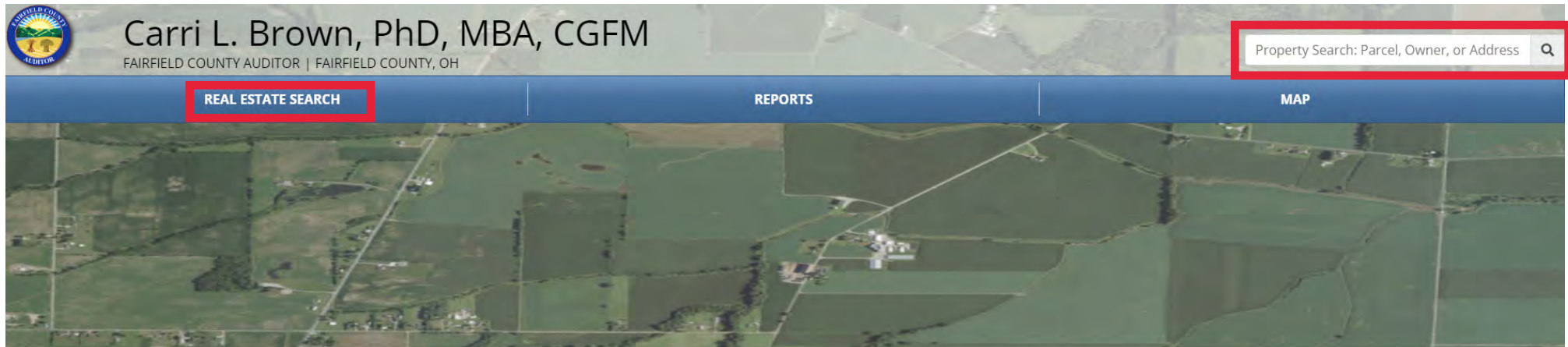


Newsletter

SERVE • CONNECT • PROTECT

### Accessing and Using the Levy Estimator

1. The Levy Estimator can be accessed on the Fairfield County Real Estate website located at <https://realestate.co.fairfield.oh.us>. The Levy Estimator is available beginning 12 days after the Board of Elections certifies ballot items through the elections the levy will be included in. *Levies are updated as they are certified by the Board of Elections.*
2. Start by searching for a parcel in the top right hand corner or by clicking Real Estate Search on the top menu bar. You can search by parcel number, owner name, or address.



#### Contact Us

**Fairfield County Auditor**  
210 E Main St  
Room 201  
Lancaster, OH 43130

**Auditor's Office**  
**Real Estate Assessment - GIS & Mapping**  
108 N High St  
Lancaster, OH 43130

**Auditor:** (740) 652-7020  
**Real Estate:** (740) 652-7030  
**GIS:** (740) 652-7055  
**Map Room:** (740) 652-7060

**Auditor:** (740) 652-7029  
**Real Estate:** (740) 687-6781  
**Map Room:** (740) 681-5596

[Email the Auditor's Office](#)

## Accessing and Using the Levy Estimator

3. Once you are on the parcel information page, there is a menu of options in the middle of the screen. You may choose Levies to access the Levy Estimator.

The screenshot shows the top of the Fairfield County Auditor's website. The header includes the logo, the name 'Carri L Brown, PhD, MBA, CGFM', and the title 'FAIRFIELD COUNTY AUDITOR | FAIRFIELD COUNTY, OH'. There are links for 'Log In' and 'Search'. The main navigation bar contains several items: 'Layers', 'Map', 'Search', 'Sales Search', 'Sales List', 'Results', 'Sales Results', 'Report', 'Home', 'Tax Estimator', 'Tax Distribution', and 'Levies'. The 'Levies' item is highlighted with a red rectangular box. Below the navigation bar, there is a 'Summary' section with the 'Parcel Number' 0410480700. To the right of the summary is an 'Information' section with a photo of a building.

4. Once you are on the levies screen, the taxing authority, levy purpose, mills, and other information will be displayed. Finally, on the far right, the total increase or decrease will be displayed for the active parcel.

The screenshot shows the 'Levies' screen. The navigation bar is the same as in the previous screenshot, but the 'Levies' item is now active. The main content area displays two proposed levies, each enclosed in a red rectangular box. The first levy is for 'Violet Township' and the second is for 'Pickerington LSD'. To the right of the levies is an 'Information' section with a photo of a building and contact information for Fairfield County, OH.

Authority	Use	Levy Type	Proposed Mills	Election Date	Beginning Tax Year	Number of Years	Tax Current	Tax Proposed	Tax Incr/(Decr)
Violet Township	Senior Services & Facilities	Renewal	0.2	11/8/2022	2023	5	\$9.72	\$9.72	\$0.00
Pickerington LSD	Bond	Additional	2.8	11/8/2022	2022	37	\$0.00	\$205.83	\$205.83

5. If no levy is on the ballot that applies to the parcel, a message will be displayed stating no levies apply to this parcel at this time.

## Levies



To: Fairfield County Commissioners & Staff  
From: Dr. Carri Brown, County Auditor  
Date: October 11, 2023  
Subjects: **The Formula for the Distribution of Local Government Funds;  
November 3<sup>rd</sup> MCJDC Meeting; and GIS Day in Fairfield County**

### **The Formula for the Distribution of Local Government Funds**

The Fairfield County Budget Commission distributes **Local Government Funds** based on an **alternative formula** which was first in place in 1996. The alternative formula was operationalized for the 2024 allocation as follows:

<b>Fairfield County</b>	45%
<b>Fairfield County Park District</b>	1%
<b>City of Lancaster</b>	27%
<b>Corporations</b> (Villages and Cities other than Lancaster)	11%
<i>prorated <b>by population</b>, using recent U.S. Census population</i>	
<b>Townships</b>	16%

*prorated **by population**, using recent U.S. Census population*

HB 33 requires the county budget commission of a county that adopts an alternative distribution formula for the county local government fund, using the standard procedure to adopt such a formula, *to hold a hearing on the formula every five years beginning in 2024.*

### **November 3<sup>rd</sup> MCJDC Meeting**

At the November 3<sup>rd</sup> Multi-County Juvenile Detention Center Meeting there will be an annual update of financial information for County Auditors and for all participants.

### **GIS Day in Fairfield County**

November 15<sup>th</sup> is Geographical Information Systems Day in Fairfield County. There will be a training session hosted by the County Auditor at the Records Center, and we will also be providing educational materials to area schools. We are aware of *elementary* schools who are using GIS language and tools.

Wins of the Week!

**We began the week with a celebration of the grand opening of the Fairfield County Fair! Thanks to those who were able to attend the ceremony and to those who were covering at the offices. The Fairfield County Fair is the best and last fair of the season. 🥰**

Thanks to Rachel Elsea for leading the all-team meeting, and thanks for the ongoing energy in those meetings which serve as a time for announcements and connections. We appreciate the BRAVOs of the week, and it is great to see all projects moving ahead as expected. Congratulations to Christina Wetzel for earning the traveling trophy! Christina earned this trophy for her exceptional internal customer service and the care she takes with her work in Finance – especially how she is helpful to all units having worked in all of them.

Our friend Cenell Boch is now Dr. Boch, having completed her PhD program. (Congratulations!) She attended a Rotary meeting with us and will be a guest speaker at an all-team meeting where she will focus on wellness and mindfulness. Stay tuned! Many of you know her from previous presentations.

Senior leaders met on Monday and reviewed communications for Homestead programs, data stewardship, the January retreat, CAAO leadership training (we are leading this in 2024), GIS Day, and the Finance training day. Thanks for the lively discussion about education and outreach in schools – **and special thanks to Nick Dilley for his follow-up research about resources for elementary schools in our area.**

Thanks to all team members who have begun setting 2024 goals as they are collecting their thoughts on the accomplishments of 2023. Rachel Elsea is in process of preparing the fact sheet.

**We updated our website and issued a news release about the levy calculator to provide information to residents and taxpayers. The tutorials are getting rave reviews. We have already received some positive phone calls from residents about the transparency of the information and from officials (from entities proposing the levies) who have used the fact sheets, too.**

A Records Commission meeting was held on Tuesday, and that process is going very well. Thanks to Rachel Elsea for representing the office.

We enjoyed the ribbon cutting for the Shumaker building on Tuesday. What an amazing project this is!

In related news, final touches have been placed on the Destination Downtown strategic plan, and the example of the County Auditor's Office strategic plan was a helpful model to the group. Thanks for that!

During the Commissioners' meeting, the contract for the Auditor of State and a financial resolution for REA were approved. Carri also provided some demographic information that is frequently requested and mentioned statewide projects (the Ohio Geographically Referenced Information Program).

We also adjusted the bill list process for new administrative approval level, which is aligned with the competitive bidding threshold.

In team meetings, we reviewed proposed legislation (to tax high volume landlords).

**The Board of Revision met on Wednesday where we approved remittances of penalties and interest, and we also adopted revised language for that process. Thanks to Josh Harper and Linda O'Toole for accomplishing this revision so quickly.** During the BOR meeting, we reviewed some cases that are pending in higher courts. Also, Linda O'Toole is in the process of updating the statewide reference tools.

**We have had several counties within the association call to say how much they appreciate the BOR webpages, especially at a time when there is change in many Ohio real estate markets.**

Carri, Ben, Jen, and Michelle attended an AGA seminar on Wednesday about behavioral economics, which also held a lesson about the importance of bringing in multiple perspectives to problem-solving. Carri will be teaching an AGA webinar in November (on November 8, the same day as the Finance Training!). We thank the Finance Team for organizing materials for the November 8<sup>th</sup> training.

On Wednesday, HB 187 passed the House. The idea of the bill, to reduce property taxes, is a good one. There is more work to be done with the Senate and the companion bill. No amendments were accepted by the House. There is a three-year sunset with the existing language. We continue to have conversations about advocating for improvements to the Homestead program for seniors and veterans. **The positive thing here is that we are able to effectively communicate with multiple legislators.**

We have reviewed the Budget Commission formula for the distribution of the local government funds, and we have documented its history to prepare for 2024's meetings.

Everyone has been offered training in 2023, and as we round out the year, if there are other training opportunities that are important to employees, supervisors have been seeking out ways to provide additional training. **We were fortunate to receive the first ever Tech Cred grant for the office this year.**

Thanks to Josh, Sarah, Noel, and others who attended the Tyler User Group Meeting in Lake County on Thursday. They were available by text on that day, which was very helpful. Thanks to Robin Balthaser for being there at the office to help answer a question about a potential, future abatement.

Thanks to Bev Hoskinson for staying positive in the face of multiple questions about the federal schedule reporting and for working hard to develop an improved process for the future. We are continuing to look forward. As we look forward, we are aware of some potential underutilized technology tools that could be helpful in the future.

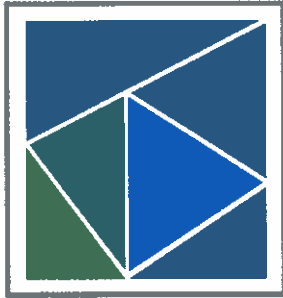
**Several employees have commented on how they have enjoyed the Benefit Fair – thank you to the HR Team for producing this informative event.**

**We received additional thank you notes from Southeastern Correctional Institute and the Fatherhood Commission for our support of fatherhood programs and partnerships to promote workforce initiatives.**

**We received two additional thank you notes from realtors who are excited to continue the REA Summits in the northwestern portion of the county, hopefully at Fairfield Center, in 2024. Right now, we are applying for renewal of the continuing education credits for 2024 first and will then seek out a date for the second annual event.**

**We also received a thank you email from Athens County officials for how our Payroll Department helped them process payroll matters on multiple occasions.**

**To end as we began, we continue to be grateful to the Fairfield County Board of Commissioners with their recognition of the importance of the Fairfield County Fair to the community with the Friday Fair holiday. Enjoy this special time with family!**



## MID-OHIO REGIONAL PLANNING COMMISSION

111 Liberty Street, Suite 100  
Columbus, Ohio 43215  
morpc.org

T. 614. 228.2663  
TTY. 1.800.750.0750  
info@morpc.org

October 11, 2023

Honorable Steve Davis  
Fairfield County  
210 E Main St Rm 102  
Lancaster, OH 43130-3876

Re: MORPC 2023 Return on Investment

Dear County Commissioner Steve:

I want to thank you and your community for your continued partnership with the Mid-Ohio Regional Planning Commission (MORPC). Your engagement at the regional level delivers real benefits to your community, opens access to more opportunities and services, and strengthens your voice in the region.

With your continued leadership, we made 2023 stand out as we worked to deliver results. This year MORPC adopted a strategic framework built on four pillars: *Pay It Forward*, *Drive Investment*, *Build Value for Our Members*, and *Create an Environment for Prosperity*. The focus of the framework is on tangible strategies for improving Central Ohio. These collaborative efforts benefit villages, townships, cities, counties, and regional partners and include the following:

**Build Value for Our Members:** MORPC leverages creative ways to increase our members' returns on investment.

MORPC earned 100%-member retention and welcomed five new members including the Cities of Heath, London and Newark, the Village of South Bloomfield and Marion County! Innovative programs and resources contributed to a solid return on investment including a Rural Forum series, Social Media Summit, an inaugural Data Day, Regional Transportation Safety and key signature events such as the State of the Region and the Summit on Sustainability.

**Drive Investment:** MORPC creates opportunities for every community to enhance their assets for the future.

This year MORPC submitted regional applications on passenger rail, housing, electric vehicle charging, sustainable energy and development, a regional tech hub designation and more. We established Money Mondays which provides members with critical information to better compete for historic funds that could transform your community for the better.

William Murdock, AICP  
Executive Director

Chris Amorose Groomes  
Interim Chair

Michelle Crandall  
Interim Vice Chair

Ben Kessler  
Interim Secretary



**Create an Environment for Prosperity:** MORPC delivers essential tools for the region to get better as we grow bigger.

2023 saw ideas turned into solid deliverables including the securing of an Economic Development Designation from U.S. Economic Development Administration. This provides critical opportunities to the region, such as technical assistance and resources for competitive investments. Central Ohio is the first major metro in the state to receive such a designation. With housing, energy, connectivity, and mobility at the forefront of extensive advocacy efforts.

**Pay It Forward:** MORPC enhances public service leadership and builds capacity for communities.

We placed a record 51 Summer interns in 11 Counties, to enhance public service and build capacity in communities. We provided board member luncheons with regional leaders to showcase innovative ideas to advance the region forward in an accelerated period of change as well as educational partnerships for member's employees. We launched a Community-Based Planning Assistance program to enhance support for regional planning at our local governments and expanded our diversity and inclusion efforts to benefit all residents.

**I am pleased to report your community received \$ 27 for every \$1 invested in dues.**

Feel free to contact me or Member Services Officer Eileen Leuby with questions about the methodology, our services and programs, or any other questions or ideas.

Thanks again for your partnership and commitment to making Central Ohio even better!

Kind regards,



William Murdock, AICP  
MORPC Executive Director



MID-OHIO REGIONAL PLANNING COMMISSION  
2023 Benefits  
2023 Benefits by Area

Fairfield County  
Fairfield  
County  
MPO & NONMPO  
Member  
CORPO

\$49,703  
Fairfield County

Transportation Systems and Funding

Transportation MPO Services

NOTE: Pickerington \$41,132; Bloom T \$12,576; Violet T \$35,382

Gohio Commute  
Competitive Advantage Process  
Central Ohio Rural Planning Organization

\$60,879  
\$41,632  
\$70,611

Federal Transit Administration (MORPC Administers Funds)

NOTE: Pickerington \$32,492; Bloom T \$9934; Violet T \$27,951  
Violet Township \$57,478

Technical Assistance Program  
Federal Transportation Funding

\$750,000

Mobility Manager program

NOTE: Pickerington \$2,944; Bloom T \$900; Violet T \$2,533

LinkUS  
US EDA

NOTE: Pickerington \$2,046; Bloom T \$626; Violet T \$1,760

\$13,562

Planning & Sustainability

Regional Strategic Initiatives

\$25,256

Active Transportation Planning

NOTE: Pickerington \$17,851; Bloom T 5,458; Violet T \$15,356

Greenways and Blueways Planning (value assigned to the County)  
Ohio EPA Water Resources Planning  
Association of Pedestrian & Bicycle Professionals  
Summit on Sustainability  
Sustainability Initiatives  
Air Quality Monitoring, Alert & Education  
Trail Towns  
USEPA Air Quality Grant

\$25,494  
\$8,323  
\$1,200  
\$6,452  
\$14,376  
\$37,386  
\$35,000  
\$7,016

Data and Mapping Programs

Human Resouces Salary Survey  
Regional Data Advisory Activities, GIS Users Group, & Regional Information & Data Group (RIDG)  
ARCGIS Urban

\$6,547  
\$87,223  
\$5,000

Residential Services

Housing advocacy not assigned a value

Executive Management & Finance Services

Ohio Rural Development Alliance  
Mid-Ohio Finance Association Meetings  
Ohio Association of Regional Councils

\$2,500  
\$1,894  
\$2,063

Government Affairs & Member Services

Government Affairs & Community Relations  
Regional Investment Work  
Membership Services  
Local Government Summer Intern Subsidy (waived 2 intern fees)

\$25,665  
\$5,837  
\$15,566  
\$1,300

Columbus Region Coalition	\$15,250
Defense and Advocacy Services	
Association of Defence Communities	\$44,000
Central Ohio Defense Group	\$42,000
Grant Finder Search Service -membership	\$1,463
Council of Development Finance Agencies-membership	\$1,250
Gongwer Legislative Tracking	\$3,500
Communications & Engagement	
Diversity & Inclusion	\$3,496
State of the Region	\$7,027
Total Return on investment	
TOTAL	\$1,368,766
RETURN ON INVESTMENT	\$27
(a).Anticipated cost of benefits provided through Dec. 31, 2023.	
Community-Based Planning Assistance launched in 4th qtr. Value is not included.	



# 2023 MORPC ACCOMPLISHMENTS

**With 5 new members, MORPC soars to 85 members!**

## Awards & Recognitions

- Auditor of State Award with Distinction 2022
- Government Financial Officers Association Certificate of Achievement for Excellence in Financial Reporting 2022
- Ralonda Hampton - HerStory Maker, “Mover and Shaker” - The Columbus Urban League
- Ralonda Hampton - Class of 2023 Diversity, Equity, and Inclusion Leader - Mahogany Columbus
- Maria Schaper - Columbus Business First 40 under 40

## Educational Partnership For Members Employees



**THE OHIO STATE UNIVERSITY**  
JOHN GLENN COLLEGE OF PUBLIC AFFAIRS

**OHIO**  
UNIVERSITY

Voinovich School of  
Leadership and Public Service



**FRANKLIN**  
UNIVERSITY



## Summer Intern Program

# 51

Interns placed at local  
governments in 11 counties!

## Community Partnerships



THE KING ARTS COMPLEX

# JUSTICE 40



**MORPC**



## SERVICES & RESOURCES

- 2023 Salary & Fringe Benefit Survey
- Sustainable2050 – 38 communities participating with 20 certified – the City of Lancaster and Village of Shawnee Hills became new members and City of New Albany certified at Silver level
- MORPC Technical Assistance Program Awarded to 4 communities
- Partnered with OSU office of Integrated Systems Engineering to provide Community Based Planning Assistance Program for members
- Updated population growth data, provides Mid-Ohio Open Data Site
- Regional Housing Strategy - resources, education, and data support (cont.)
- Administered Clean Ohio Conservation Fund in Franklin County through Natural Resources Assistance Council
- Continued partnership with the Ohio University Voinovich Academy's Governing Essentials for Local Elected Officials - 13 Graduates
- Local Government Summer Internship Program - Placed a record 51 summer interns and expanded scholarship program to \$100,000
- Continued partnership with OSU Knowlton School of architecture and the Easton Community Foundation to sponsor four Easton Future Vision Fellows
- Regional eSource Newsletter
- Enhanced Membership Newsletter to include grants and advocacy updates
- Gohio Commute Action Fund
- MORPC-attributable Funding Policies update and solicitation for projects
- CORPO Dedicated Funds Program (for CORPO members)
- Federal Transit Administration Section 5310 Funding
- Ohio Public Works Commission Infrastructure & Conservation Funding
- Transportation Review Advisory Council Project Prioritization
- Brownfields Grant Program



## PLANS & STUDIES

- LinkUS Mobility Initiative coordination
- 2024-2050 Metropolitan Transportation Plan
- 2024-2027 Transportation Improvement Program Amendments/ Updates Regional Mobility Plan
- CORPO 2023-2050 Transportation Plan
- CORPO Dedicated Funding to 3 projects
- Passenger Rail Regional Strategy & Application Partner
- Subcommittee on Power Siting Issues

10/17/2023

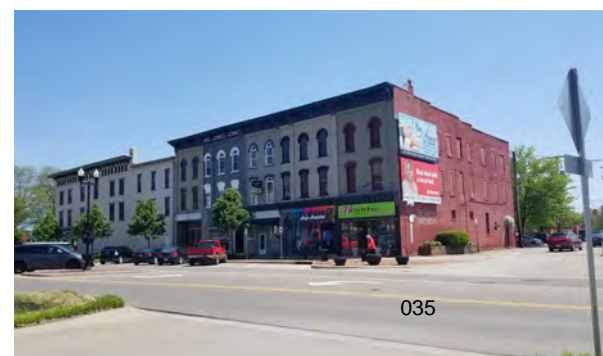
## RESIDENTIAL SERVICES

- Weatherized 300 homes
- Franklin County Board of Health LEAD Grant remediation
- HUD Healthy Homes Grant / Radon & Lead remediation
- Geographic Expansion of HWAP Service Area
- COCIC Grant to repair home (Leonard Park & Urbancrest)
- Completed home repairs on 38 owner-occupied properties
- Code Compliance Support to Renew Homes Non-Profit
- Hosted US Dept of Energy Secretary with a site visit



## ADVOCACY

- Updated Public Policy Agenda for 2023-2024
- Lobbying on State Operating and Transportation Budgets
- Columbus Region Coalition and Central Ohio Defense Group
- State Capital Budget Project Requests
- Association of Defense Communities
- Ohio Rural Development Alliance
- Facilitation of Franklin County Transportation Improvement District and Central Ohio Greenways
- Activation of AG Outreach Committee for Sustaining Scioto Board
- Development of Regional Schools Energy Strategy: Pairs schools and local governments to work toward integrating clean energy solutions
- Neighborhood Air Monitoring Program in collaboration with Franklin County
- Education around clean energy related policies
- Community Advisory Committee Meetings to foster inclusive feedback from diverse communities
- Offered new training opportunities to create a more diverse inclusive, and equitable workplace
- Partnered with key organizations to recruit diverse candidates for careers and internships





## EDUCATION AND GRANTS

- Successfully distributed more than 90% of funding in MORPC's current US EPA Brownfield project
- Applying for 2024 Brownfield funding from the US EPA
- Continued Support for Appalachian members with HB 377 funds utilization
- CAP/ Driving Investment Project Development Underway



## EVENTS & CONFERENCES

- Annual State of the Region
- Summit on Sustainability
- National Association of Regional Councils Conference in DC
- Ohio Conference on Freight - Lead Partner
- Inaugural Data Day
- Pre-Commission Meeting Special Luncheons
- Central Ohio Safety Forum (Host)
- Weekly Money Monday Series (Host)
- Annual Social Media Summit
- Five Regional Planning Area Breakfast Meetings in NW, NE, SW, SE & Central sections
- Launched War Room grants in collaboration with Columbus Partnership
- Four Rural Member Forums: Housing, Mobility Sustainable Community Development; and Trails and Tourism Economy
- Infrastructure Opportunities
- Community Redevelopment Incentives
- Central Ohio Supply Chain Economic Outlook & Impact on Infrastructure (with MODE)
- Mid-Ohio Finance Administrators (MOFA)
- CORPO Committee and Subcommittee Meetings
- Central Ohio Defense Community Partnership Conference
- Supplier Diversity Procurement Fair (Host)
- 85 Member Visits
- YWCA Columbus Activists & Agitators



## MAKING PROGRESS & LOOKING AHEAD

- Achieved US Economic Development District certification and advancing opportunities
- Urban Trail Town initiative and Regional Wayfinding Strategy
- Water Resources Management, Education and Advancing Blueways project to receive statewide water trail designation and beginning Regional Water Planning
- Updating Green Infrastructure Toolkit, and adding Regional Solar Siting Working Group
- Updating Population Resource Hub
- Sustainability Toolkit under development for members
- Annual Air Quality report to summarize air quality conditions from previous year
- Continued leadership of passenger rail planning efforts
- Transit County Connections Playbook
- Regional Equity Strategy for Grants and assisting members with more competitive grant opportunities
- New MBE strategy to increase diversity spend and updating Diversity, Inclusion and Equity Work Plan
- Enhancing website, brand visibility and messaging to highlight programs and initiatives



MID-OHIO REGIONAL  
**MORPC**  
PLANNING COMMISSION

**111 Liberty Street, Suite 100  
Columbus, Ohio 43215**

T 614.228.2663 | TTY 614.750.0750  
[www.morpc.org](http://www.morpc.org)



# LANCASTER & FESTIVAL

October 1, 2023

Mr. Steve Davis, Mr. David Levacy and Mr. Jeff Fix  
210 E Main Street, #301  
Lancaster OH 43130

Dear Steve, Dave and Jeff,

The 39<sup>th</sup> Lancaster Festival season was filled with wonderful music, amazing talent, beautiful works of art and a great gathering of our friends near and far. We hosted 9-time Grammy winner Sheryl Crow and Andy Grammer in Saturday Night concerts that were capped off with dazzling fireworks. More than 50 performances were presented in 20 locations bringing entertainment to the entire community. Thanks to your generous past support, 75% of our programming this season was free to attend.

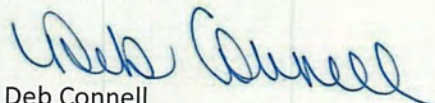
Now that the fun and excitement of 2023 is coming to an end, the planning starts for 2024, our 40<sup>th</sup> Anniversary!

If you like to make your charitable donations at year's end, we ask you to consider a gift to support the Lancaster Festival. There are many ways to make your tax-deductible donation:

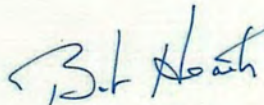
- **Mail** with the enclosed sponsorship card to P. O. Box 1452 Lancaster, Ohio 43130
- **In Person** at the Lancaster Festival office at 117 W. Wheeling St. Lancaster, Ohio 43130
- **Phone** at 740-687-4808
- **Online** at [lancasterfestival.org](http://lancasterfestival.org)
- During the **34 Hour Give** through the Fairfield County Foundation that will take place Tuesday, November 28<sup>th</sup> 8:00am through November 29<sup>th</sup> at 6:00pm. This event gives the opportunity to increase donations received with an additional percentage gift from the foundation. Donations can be taken to The Fairfield County Foundation's office at 162 E. Main St. Lancaster, Ohio 43130 or online at [fairfieldcountyfoundation.org](http://fairfieldcountyfoundation.org) during the 34 hours of this special event.

We hope to make the 2024 Lancaster Festival the best season yet as we look back at our past 40 years and look toward our bright future. We wouldn't be here if it weren't for the support of our generous donors. We thank you for your dedication to the Lancaster Festival.

With great appreciation,



Deb Connell  
Executive Director



Bob Heath  
Fundraising Chair





CONTACT NAME \_\_\_\_\_ DONATION AMOUNT \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

DONOR'S NAME AS SHOULD APPEAR IN THE FESTIVAL PROGRAM (DEADLINE TO APPEAR IN THE PROGRAM IS MAY 24, 2024)

☐ Check enclosed and made payable to the **Lancaster Festival**.

☐ Please charge my credit card. **VISA**   **DISCOVER**

ACCOUNT NO. \_\_\_\_\_ EXP. DATE \_\_\_\_\_ CVV \_\_\_\_\_

SIGNATURE \_\_\_\_\_

Thank You!



The Lancaster Festival is a non-profit organization. Your gift is tax deductible.



THE LANCASTER FESTIVAL INC  
PO BOX 1452  
LANCASTER OH 43130-6452





# LANCASTER & FESTIVAL

## SPONSORSHIP LEVELS

Festival Partner	\$100,000
Festival Sponsor	\$75,000
Major Sponsor	\$50,000
Festival Underwriter	\$30,000
Maestro's Circle	\$20,000
Major Presenter	\$15,000
Concert Master	\$12,500
Composer's Club	\$10,000
Benefactor	\$7,500
First Chair	\$5,000
Instrumental Circle	\$3,750
Conductor's Circle	\$2,500
Virtuoso Circle	\$2,000
Philharmonic Circle	\$1,750
Patron	\$1,500
Symphonic Circle	\$1,250
Sponsor	\$1,000
Supporter	\$750
Donor	\$500
Friend	\$300
Subscriber	\$200

All Donors at the \$200 and above levels are recognized  
in the annual program and screen scroll.

*Deadline to appear in the program is May 24, 2024*



# Gather Your Gratitude

**CFAES**

COLLEGE of FOOD, AGRICULTURAL,  
and ENVIRONMENTAL SCIENCES

Live Healthy Live Well

## Join the Gather Your Gratitude *Email Wellness Challenge*

*Join the Gather Your Gratitude 6-week email wellness challenge for healthy living tips and ideas to improve your overall well being.*

### WHEN:

**October 30 – December 10, 2023**

### WHAT YOU RECEIVE:

- Email messages - 1 per week
- Webinars – 1 per week
- Checklist

### WHO:

Any adult with an email address

### WHY:

To improve your overall health and wealth

### COST:

No charge – participation is **FREE**

Sign up for the **Gather Your Gratitude** challenge at:

[go.osu.edu/lhlwfairfield](https://go.osu.edu/lhlwfairfield)

For more information contact:

Shannon Carter

[carter.413@osu.edu](mailto:carter.413@osu.edu)



Join LHLW Blog: [livehealthyosu.com](https://livehealthyosu.com)

Follow us on Facebook:

<https://www.facebook.com/livesmartohio>



**THE OHIO STATE UNIVERSITY**

EXTENSION

10/17/2023

[fairfield.osu.edu](https://fairfield.osu.edu)

— We Sustain Life —

CFAES provides research and related educational programs to clientele on a nondiscriminatory basis. For more information, visit [cfaesdiversity.osu.edu](https://cfaesdiversity.osu.edu). For an accessible format of this publication, visit [cfaes.osu.edu/accessibility](https://cfaes.osu.edu/accessibility).





Fairfield Co. Commissioner's office  
Attn: Commissioner Steven Davis  
210 E. Main St.  
Lancaster, OH 43130

October 2023

Dear Commissioner Davis:

For the upcoming November 7, 2023 General Election, Ohio voters will have the chance to vote on statewide ballot issues:

- Issue 1 – A Self-Executing Amendment Relating to Abortion and Other Reproductive Decisions
- Issue 2 - To Commercialize, Regulate, Legalize, and Tax the Adult Use of Cannabis

As Director of Elections for the Ohio Secretary of State, I want to ensure information about these important issues is available and accessible to all Ohio voters and am seeking your help in this endeavor.

The **November 2023 Statewide Issues Report**, which includes the official ballot language, explanation, arguments for and against, and the full text of the statewide issues, is now posted on the office's website at [VoteOhio.gov](https://VoteOhio.gov). [VoteOhio.gov](https://VoteOhio.gov) is also a great resource for information on your three voting options and election security.

I encourage you to direct interested voters to this webpage and, if possible, to include a link to the November 2023 Statewide Issues Report on your own website. For your convenience, we have created an Issues Report Widget (available at [OhioSoS.gov/SpreadTheWord](https://OhioSoS.gov/SpreadTheWord)) to use on your website.

Simply copy and paste the code to create a custom button that will stand out to Ohio voters who may be visiting your website now through the election. We also encourage you to share the State Issues Information link through social media.

If we can provide additional information or assistance, please contact us at 877.767.6446 or [info@OhioSoS.gov](mailto:info@OhioSoS.gov).

Thank you for all you do to promote civic involvement and an informed electorate.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Burnett".

Chris Burnett  
Director of Elections  
Office of the Ohio Secretary of State

**STATEWIDE BALLOT ISSUES**

**November 7, 2023**

Learn more at **[VoteOhio.gov](https://VoteOhio.gov)**



Tim Kneisley <rcfs0790@gmail.com>

52 we most likely will have an ad hoc member of One County Commissioner and one Township Trustee at the table to speak for us you can have this representation or you can have this representation exclusionary zone an education you can do this in are town thank tim

September 27, 2023


Matthew Hedge  
8430 Lake Rd. NE  
Millersport, OH 43046

To Whom It May Concern,

As a Walnut Township resident, I feel that the handling of this solar panel project was not handled properly. I first heard about the project when I received the mailing from Cottontail. I thought it was very strange that they already had a name for a project that neither I nor my neighbor had ever heard of.

I feel that when the Township found out that this project was coming, that the residents would have been notified. I can only hope that in the future the Township Trustees and those in charge will keep the residents better informed.

Signed,

A handwritten signature in black ink that reads "Matthew C. Hedge". The signature is written in a cursive style with a large, stylized 'M' and 'H'.

Matthew C. Hedge

September 27, 2023

Judy Diane Hedge  
8430 Lake Road NE  
Millersport, OH 43046

To Whom It May Concern,

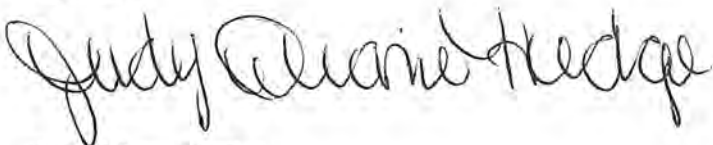
As a voting citizen of Walnut Township, I want to voice my concerns about the solar panels that are going to destroy the beautiful farmland around me. It MIGHT be a different opinion if;

1. We would have been informed BEFORE all this was determined. One would think it would have been brought to the ballot box.
2. The energy produced was going to benefit the Walnut Township citizens
3. Has an environmental study been done? I want to see it, if so.

Instead, when our farmlands, roads, and environment have been raped by outsiders, we will be left with the aftermath. The destruction of, not only, our farmland, water, trees, our bird and animal habitat, and our animal and human health is a tremendous concern.

I submit this letter as my formal and absolute disgust of what is happening to us. I will be voting against anyone involved in sneaking the solar panels in on us!

Signed,

A handwritten signature in black ink that reads "Judy Diane Hedge". The signature is written in a cursive, flowing style.

Judy Diane Hedge

September 27, 2023

Isaiah Michael Pallos  
8430 Lake Rd. NE  
Millersport, OH 43046

To Whom It May Concern,

I am writing this letter on behalf of myself and other families in the area that are going to be affected by these solar farms. I understand there are already contracts underway, and that there was a vote already taken for these solar farms. I feel we were not notified as well as we should have been. This agenda was quietly pushed through to avoid having the public's thoughts be heard on this big issue.

I had just moved up here from South Eastern Kentucky when I heard the talk of any of this going on. No one I know heard anything about the meeting that was set to be voted upon, I have a feeling I know why. If you look around, there are more than just a few of us against the solar panels, and don't want them here.

In Kentucky, I saw first hand how these companies do people. They go and deal with a select few families, get the rights, and then bring in the equipment to start mining. The companies were not responsible for any damage to the land or the water pollution that would fall upon the tax payers. When the mining was done, the companies pack up their equipment and move on leaving polluted water, land erosion issues, and money gone from that community.

How many jobs are going to be created by these companies coming into area? I read that these companies are free of any responsibility of damage to roadways, our water ways, or land erosion.

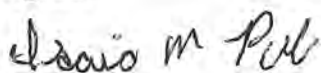
Do we know the chemicals that will be used to clean these panels? Are our streams and wells going to be contaminated?

The energy generated will be going to Washington Dcc and won't benefit this area. We won't even get cheaper energy bills. Basically, the only thing this county will get from all this is the bill to the tax payers for the wear and tear, while select families get rewarded.

When these companies come and take what they want from rural areas, they pack up and leave the community with issues they didn't have before. There are always illnesses no one mentioned.

We were not given the opportunity to educate ourselves or given the proper amount of notification to be able to truly use our voices and votes as we should have. For that I am angry and hope everyone will join us in replacing each and every one of you involved in this.

Signed,



Isaiah Michael Pallos



VALEDA A. SLONE  
Clerk

## FAIRFIELD COUNTY MUNICIPAL COURT

136 West Main Street

Post Office Box 2390

Lancaster, Ohio 43130-5390

Telephone: 740-687-6621

E-mail: [clerk@fcmcourt.org](mailto:clerk@fcmcourt.org)

Web: [www.fcmcourt.org](http://www.fcmcourt.org)

October 6, 2023

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

RE: Fees collected in the Fairfield County Municipal Court, **Criminal/Traffic Division**, for the month of September, 2023.

10% OSP Fines.....	\$1820.50
Regular Fines.....	1962.00
Uniform Fines.....	3706.27
Gross Overload.....	2,086.00
50% Liquor Fines .....	66.50
OVI Housing.....	1204.77
Sheriff's Department OVI.....	35.00
Affidavit of Indigency .....	1500.61
Dog Fines.....	225.00
Parks & Recreation.....	512.00
Parks & Recreation OVI.....	0.00
Witness Fees .....	0.00
Expungement Fees .....	160.00
Jury Fees .....	0.00
<b>TOTAL.....</b>	<b>\$13,278.65</b>

Sincerely,

Valeda A. Slone  
Clerk of Court

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

enclosures

/tlh  
10/17/2023

REGULAR AGENDA #45 - 2023  
FAIRFIELD COUNTY COMMISSIONERS' OFFICE  
OCTOBER 17, 2023

AGENDA FOR TUESDAY, OCTOBER 17, 2023

- 9:00 AM            Review
- Regular Meeting
- Pledge of Allegiance
- Announcements
- Approval of Minutes for October 10, 2023
- Approval of Minutes for October 10, 2023, Budget Hearings
- Commissioners
- 2023-10.17.a      A Resolution Amending Resolution 2022-11.29.a, Approving the Establishment of the Fairfield County Board of Commissioners 2023 Review Session and Regular Meeting Dates, and Special Meeting Dates, and Establishing a New Special Meeting Date, Time, and Location [Commissioners]
- 2023-10.17.b      A resolution to approve an authorized use of American Rescue Plan fiscal recovery funding and appropriate from unappropriated funds for the County ARP Auditor Copiers [Commissioners]
- 2023-10.17.c      A resolution to appropriate from unappropriated in major expenditure object categories for the General Fund# 1001. [Commissioners]
- 2023-10.17.d      A resolution authorizing a fund to fund transfer from General Fund# 1001 and Appropriate from Unappropriated into a major expenditure category to the General Fund# 1001 & Capital Improvement Fund # 3435. [Commissioners]
- Board of Elections
- 2023-10.17.e      A resolution to authorize a memo of understanding between the Ohio Secretary of State and, the Fairfield County Board of Elections, and the Fairfield County Board of Commissioners regarding the purchase of electronic pollbooks [Board of Elections]
- Fairfield County Engineer
- 2023-10.17.f      A resolution to request for appropriations for additional unanticipated receipts of Memo receipts and memo expenses for fund 2050 for annual inspections in various subdivisions as of 10/04/2023. [Engineer]



Fairfield County Job and Family Services

- 2023-10.17.g A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Sub-Fund 8182 (12207218) reimbursing Fund 2018 [JFS]
- 2023-10.17.h A resolution approving the Purchase of Service Agreement between Job & Family Services, Child Protective Services Department and Integrated Services for Behavioral Health. [JFS]
- 2023-10.17.i 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]
- 2023-10.17.j A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Sub Fund 8056 reimbursing Fund 2018 [JFS]

Fairfield County Regional Planning Commission

- 2023-10.17.k A resolution authorizing the approval of a contract agreement by Fairfield County Board of County Commissioners and BK Layer LLC. [Regional Planning Commission]
- 2023-10.17.l A resolution authorizing the notice to proceed and notice of commencement for a CDBG Program Year 2023 project for the Village of Baltimore, Monroe Street Waterline Improvements [Regional Planning Commission]

Fairfield County Sheriff

- 2023-10.17.m A resolution approving an account to account transfer Fund 1001. [Sheriff]

Fairfield County Utilities

- 2023-10.17.n A resolution to appropriate from unappropriated in a major expenditure object category for Utilities; 5085, Trust – Sewer Deposits. [Utilities]

Payment of Bills

- 2023-10.17.o 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 October 24, 2023, 9:00 a.m.

Adjourn

**Regular Meeting #43 - 2023**  
**Fairfield County Commissioners' Office**  
**October 10, 2023**

**Review Meeting**

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room located at 210 E. Main St., Lancaster, OH. Commissioner Davis called the meeting to order, and the following Commissioners were present: Dave Levacy, Jeff Fix, and Steve Davis. County employees and elected officials present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Commissioners' Clerk, Rochelle Menningen; Auditor, Dr. Carri Brown; Clerk of Courts, Branden Meyer; Engineer, Jeremiah Upp; Recorder, Lisa McKenzie; Treasurer, James Bahnsen; Civil Division Chief, Amy Brown-Thompson; Assistant Prosecutor Austin Lines; Budget Director, Bart Hampson; JFS Deputy Director, Heather O'Keefe; IT Director, Dan Neeley; EMA and Facilities Director, Jon Kochis; Economic and Workforce Development Director, Rick Szabrak; Family Adult and Children First Manager, Tiffany Wilson; Interim RPC Director, Holly Mattei; Deputy Marty Norris; and Budget Officer, Staci Knisley. Also Present: Kate Hubben; Susan Justavick, Sherry Pymmer, and Melissa Conner.

Attending virtually: Lori Hawk, Belinda Nebbergall, Greg Forquer, Nancy Nickell, Jessica Murphy, Tony Vogel, Sara Madenwald, Ashley Arter, Jennifer Morgan, Shelby Hunt, Lynette Barnhart, BGM, Vince Carpico, B, Tony Howard, Josh Horacek, Mandi Crist, Marcy Fields, DF, Nikki Drake, Rachel, Brian Wolfe, Tiffany Daniels, Michelle Carper, and Arika Farrer.

**Welcome**

Commissioner Davis opened the meeting by welcoming everyone in attendance and spoke about enjoying and celebrating the Fairfield County Fair.

**Health Benefits Plan Change Overview**

Commissioner Davis spoke about the increase in health insurance costs over the year and spoke about the modest increases and changes over the last several years.

Mr. Porter spoke about the increased claims, increased healthcare costs, and increased pharmacy costs for the county. He added that new drugs on the market increase pharmacy costs and that medical claims decreased by 22.4% in 2021, but pharmacy increased 20.5% that same year.

Commissioner Davis asked if medical procedures were delayed or deferred during the pandemic, and if so, if those delays are still being experienced in our healthcare costs.

Mr. Porter stated that he believes the rush of routine procedures that were delayed during the pandemic have stopped, but that the county is still seeing the effects of putting off treatments. He added that the area has a limited market for care and that it is important to watch increases in the area's medical care costs. Mr. Porter also stated that the county handled its own stop loss liability in 2023 and saved \$274,754.

Commissioner Fix asked if the county eased into controlling the stop loss liability.

Mr. Porter replied that the county put a \$2M reserve in the pool and that \$455,000 paid in premiums has not been used. He thanked NFP for helping with the structuring of the insurance plan and added that there have been 8 high claim cases in 2023, and that those claims total over \$1.7M to date. He also added that the last time the county had cost increases or plan design changes was 2020. Mr. Porter stated that plan design changes are necessary for 2024, with an increase in medical and pharmacy deductibles, and an increase in the maximum out-of-pocket amount. He also stated that the county is in-line with insurance benefits of other government entities, while still providing a great plan with other benefits such as an onsite counselor. He

**Regular Meeting #43 - 2023**  
**Fairfield County Commissioners' Office**  
**October 10, 2023**

stated that the county will be actuarially sound, and that the original renewal rate for 2024 was at a 16% increase.

Commissioner Davis inquired as to the balance in the primary insurance fund.

Mr. Porter replied that the balance is \$5.1M and is expected to be \$3.8M at the end of the year.

Commissioner Davis asked what percentage the \$3.8M represented.

Mr. Porter replied that the county aims for a 10-20% reserve.

Commissioner Davis asked what the industry standard is for the reserve.

Kate Hubben with NFP, stated that the industry standard is 10-15% and that Fairfield County always remains near 20%.

Commissioner Davis asked if there was anything on the horizon that would cause a shift in increases.

Mr. Porter replied that many hospitals are consolidating and that changes such as this in the area could easily cause a 30% increase.

Commissioner Davis added that when the health insurance fund was full of cash, some of those funds were returned to the employees; but that the fund is not currently in that same position.

Commissioner Fix stated that no one wants to see increases in employee rates but that the rates presented are reasonable. He then commended Mr. Porter and the insurance team for keeping prices down while still providing a great program.

Commissioner Levacy added that the county's healthcare plan is one of the best offered.

Mr. Porter spoke about the added benefit to employees of the offering of vacation time conversions.

Commissioner Davis asked if any of the county union contracts insulated employees from the proposed changes.

Mr. Porter stated that he did not believe so; and added that the new onsite counselor could see dependents under the age of 17.

Ms. Hubben stated that a market check was performed the previous year and that those claims were about half of what the county had this year.

Commissioner Fix asked about the average age of those insured by the county and asked if the claims would increase as the average age rises.

Mr. Porter stated that the average age is between 42 and 43 and that the higher average can skew the data.

Ms. Cordle thanked the insurance team for getting the numbers earlier than normal to help during the budget season.

Commissioner Davis stated he wanted like to ask the Treasurer for his current view on the county's investments and for the current interest rate.

**Regular Meeting #43 - 2023**  
**Fairfield County Commissioners' Office**  
**October 10, 2023**

Treasurer Bahnsen stated the investments have remained strong and that interest rates may drop but that he is currently making investment purchases at 4-5%.

**Public Comments**

Sherry Pymer of Walnut Township spoke about an article from a retired aerospace engineer regarding the effect of large solar farms on the weather. She provided the article which is included in the minutes.

**Legal Update**

No update.

**County Administration Update**

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

**Week in Review**

*American Rescue Plan Update*

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$28.8M has been appropriated, \$16M expended, \$4.1M encumbered or obligated.

*New Visitation Center*

Tammy Smith, Facilities Supervisor created a PowerPoint that shows the transformation of the new Visitation Center.

Mandi Crist Visitation Center Director shared the following comments from folks that have visited the new location:

- “Wow, the new space is awesome.” ~ visiting Dad
- “I love this room; it is so fancy.” ~ visiting child
- “This new space is beautiful.” ~ exchange Mom
- “This place is just crazy!” ~ visiting Child
- “This truck room was meant for us.” ~ visiting Dad
- “Such an inviting room.” ~ custodial Mom
- “Love the blue doors, they are so welcoming.” ~ custodial Mom
- “I have been to a number of visitations centers across the state, and this is the best one I have ever been to.” ~Attorney
- “This is such an incredible space for families. It is so bright and happy.”
- ~ Attorney
- “I love the parking lot, so spacious for families.” ~ Legal Assistant
- “This is a great space for you guys. It reminds me of the space at 904 Columbus, just perfect for families.” ~Attorney

Commissioner Fix added that Judge Smith was very appreciative of the Visitation Center.

Commissioner Davis stated that the Visitation Center has a homelike environment; and shared his appreciation for the renovation.

**Regular Meeting #43 - 2023**  
**Fairfield County Commissioners' Office**  
**October 10, 2023**

Jon Kochis added that the county saves money when the facilities team can work on projects.

**Highlights of Resolutions**

*Administrative Approvals*

The review packet contains a list of administrative approvals.

*Resolution Review*

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

Resolutions of note:

- A resolution increasing the Administrative Authority threshold to commensurate with ORC 9.17. This section of the code increased the competitive bidding threshold limit for the purchases of goods and services under ORC 307.86 to \$75,000.
- A resolution authorizing the County Administrator to sign a sub-grant agreement with Fairfield Medical Center and its affiliates.
- A resolution authorizing the approval of an engagement letter for the Local Government Services division of the Auditor of State's Office to prepare the 2023 ACFR financial statements.
- A resolution to approve a partnership agreement between the State of Ohio, Department of Administrative Services, and the Board of Commissioners, for the operations and maintenance of a MARCS tower.
- A resolution to approve a service agreement between Mosley Elevator and the Board of Commissioners for elevator service at the Courthouse, hall of Justice, Government Service Center, DACO, REGIS, Fairfield Center, and the utilities building.
- A resolution accepting Victims of Crime Act (for \$62,300.94) and State Victims Assistance Act (for \$4455) grants from the Ohio Attorney General's office.

Commissioner Levacy asked for an update on the MARC's Tower.

Jon Kochis replied that the agreements are in the approval process and that the State will operate and maintain the tower that the county owns.

**Budget Review**

Bart Hampson thanked elected officials, department heads and fiscal personnel for their fiscal support throughout the 2024 Budget process.

Commissioner Fix thanked Mr. Hampson for making him feel more prepared for the 2024 Budget than any budget in his tenure as Commissioner.

**Calendar Review/Invitations Received**

- *Provided by the Clerk to the Fairfield County Board of Commissioners, Rochelle Menningen*

**Regular Meeting #43 - 2023**  
**Fairfield County Commissioners' Office**  
**October 10, 2023**

- The National Association of Realtors' Affordable Workforce Housing Symposium, October 10, 2023, 2:00 p.m. – 4:00 p.m., Hyatt Regency Columbus, Taft A Room, 350 N. High St., Columbus
- Art & Clay on Main's Renovation Celebration, October 11, 2023, 5:00 p.m. – 7:00 p.m., 150 W. Main St., Lancaster
- CCAO Interview at Fairfield County Fair, October 12, 2023, Time TBD
- Fairfield County Jr. Fair Livestock Sale, October 12, 2023, 5:00 p.m., and October 13, 2023, 10:00 a.m., Fairfield County Fairgrounds, Feeder Creek Vet Show Arena, 157 E. Fair Ave., Lancaster
- Trunk or Treat sponsored by The Salvation Army, October 29, 2023, 4:00 p.m. – 6:00 p.m., the old Golden Corral, 2696 N. Memorial Dr., Lancaster
- Fairfield County Heritage Association Fall 2023 Meeting, November 2, 2023, 6:00 p.m., Cheers & Lakeside Chalet, 1211 Coonpath Rd., Lancaster
- Making Numbers Count, Auditor's Office Financial Inservice, November 8, 2023, 8:00 a.m. – 12:30 p.m., Fairfield County Records Center, 138 W. Chestnut, Lancaster
- MCJDC Holiday Happenings Open House, December 7, 2023, 10:30 a.m. – 12:30 p.m., MCJDC, 923 Liberty Dr., Lancaster

**Correspondence**

- *Provided by the Clerk to the Fairfield County Board of Commissioners, Rochelle Menningen*
  - News Release, Office of County Auditor, October 3, 2023, "Fairfield County Auditor Announces 2023 Weights and Measures Excellence Awards"
  - Memo from Dr. Carri Brown, County Auditor, October 4, 2023, Subjects: Demographic Information; Resolution for a Contract for the State Auditor; and Planning for Vacation Conversion for REA
  - From the Office of the County Auditor, the "Wins of the Week"
  - Lancaster Eagle Gazette, by Jeff Barron, October 5, 2023, "Lutheran Social Services: 60 Homeless Camps Throughout County"
  - Flyer, Lutheran Social Services Need Donations to Assist with Homeless Outreach
  - Letters from County Residents Regarding Solar Projects
  - MCJDC News, Creating Inclusive "Vision2Value Experiences, July/Aug./Sept. 2023
  - Newsletter from Visit Fairfield County Ohio

**Old Business**

Commissioner Davis stated that the 2024 revenues are tracking to exceed expenses and added that the cash position of the county remains strong. He added that the county will be able to handle anything that can be reasonably forecasted, but that the long term trajectory shows that expenses will begin to exceed revenues. He also added that he is advocating for small changes now to avoid larger changes later. Commissioner Davis also stated that he spoke to the Rotary Club and has an upcoming meeting with the Kiwanis Club.

**Regular Meeting #43 - 2023**  
**Fairfield County Commissioners' Office**  
**October 10, 2023**

Commissioner Levacy spoke about attending the fair opening at the Feeder Creek Arena and a later ceremony recognizing veterans in Fairfield County. He stated there were three new military recruits sworn in and a WWII Veteran was recognized along with City of Lancaster Mayor Scheffler and Keith Robinson. Robinson passed away at 39, from lung disease and other service related afflictions.

Commissioner Fix stated that he met with Amanda Township regarding the Land Use Plan, along with many members of the Commissioners' team, who he thanked for attending the meeting. The Commissioner added that Amanda Township appears to believe the plan for their area will work.

**New Business**

Commissioner Davis stated that that the Commissioners will be participating in the Junior Livestock Auction at the fair. He also stated that the commercial solar system at the Fairfield County One-Stop is operational, and that data will be monitored for project savings.

Commissioner Levacy said he is looking forward to the remainder of the fair.

Engineer Upp stated that his staff assisted Pleasant Township with an emergency closure due to a road culvert issue.

Treasurer Bahnsen stated that the IAC meeting would be the last Tuesday of the month.

Recorder McKenzie thanked Jeff Porter, the HR team, and NFP for their successful efforts to provide health insurance to employees and their families at a great cost. She added that she has a gentleman who has offered to do a two hour training class on how to complete a title search.

Auditor Brown provided the yearly new construction costs which are reflective of the county's growth and stated that Destination Downtown Lancaster adopted a plan for the building renovations scheduled for the Shumaker building. She added that she received a thank-you from Athens County and Southeastern Correctional Institute for her office's assistance.

Commissioner Davis gave an example of a home sale and asked if that transaction automatically became the new valuation

Dr. Brown replied that there is nothing automatic about the home valuation process. She added that valuations take place every three years unless there is a change such as a remodel. She further added that performing valuations with home sales would make statistical analysis inaccurate.

**Regular (Voting) Meeting**

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room located at 210 E. Main St., Lancaster, OH. Commissioner Davis called the meeting to order, and the following Commissioners were present: Dave Levacy, Jeff Fix, and Steve Davis. County employees and elected officials present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Commissioners' Clerk, Rochelle Menningen; Auditor, Dr. Carri Brown; Clerk of Courts, Branden Meyer; Engineer, Jeremiah Upp; Recorder, Lisa McKenzie; Treasurer, James Bahnsen; Civil Division Chief, Amy Brown-Thompson; Assistant Prosecutor Austin Lines; Budget Director, Bart Hampson; JFS Deputy Director, Heather O'Keefe; IT Director, Dan Neeley; EMA and Facilities Director, Jon Kochis; Economic and Workforce Development Director, Rick Szabrak; Family Adult and Children First Manager, Tiffany Wilson; Interim RPC



**Regular Meeting #43 - 2023**  
**Fairfield County Commissioners' Office**  
**October 10, 2023**

Director, Holly Mattei; Deputy Marty Norris; and Budget Officer, Staci Knisley. Also Present: Kate Hubben; Susan Justavick, Sherry Pymmer, and Melissa Conner.

Attending virtually: Lori Hawk, Belinda Nebbergall, Greg Forquer, Nancy Nickell, Jessica Murphy, Tony Vogel, Sara Madenwald, Ashley Arter, Jennifer Morgan, Shelby Hunt, Lynette Barnhart, BGM, Vince Carpico, B, Tony Howard, Josh Horacek, Mandi Crist, Marcy Fields, DF, Nikki Drake, Rachel, Brian Wolfe, Tiffany Daniels, Michelle Carper, and Arika Farrer.

**Pledge of Allegiance**

Commissioner Davis asked everyone to rise as able and led the Pledge of Allegiance.

**Announcements**

Ms. Menningen announced that Fairfield County offices would be closed October 13, 2023, for Fair Day.

**Approval of Minutes for October 3, 2023**

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the Minutes for the Tuesday, October 3, 2023, meeting.

Roll call vote of the motion resulted as follows:

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

**Approval of Resolutions from the Board of Commissioners**

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the following resolutions from the Board of Commissioners:

- |              |  |
|--------------|--|
| 2023-10.10.a | A resolution approving contracting and financial related authority and commensuration of the County Administrator's Administrative Approvals to Section 9.17 of the Ohio Revised Code (O.R.C.).                  |
| 2023-10.10.b | A resolution to approve a memo expense for interest allocation reimbursements for Fairfield Department of Health, Fairfield County Parks, & Fairfield County Port Authority – Fund #7012, #7321, #7308, & #7865. |
| 2023-10.10.c | A resolution approving an account to account transfer in a major object expense category for the Information Technology (IT) Budget, General Fund# 1001.   |
| 2023-10.10.d | A resolution approving an account to account transfer in a major object expense category for the Information Technology (IT) Budget, General Fund# 1001.   |
| 2023-10.10.e | A resolution approving an account to account transfer in a major object expense category for the Telecom Budget, General Fund# 1001.   |

Roll call vote of the motion resulted as follows:

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

**Regular Meeting #43 - 2023**  
**Fairfield County Commissioners' Office**  
**October 10, 2023**

**Approval of a Resolution from the Fairfield County Auditor – Finance**

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the following resolution from the Fairfield County Court Auditor – Finance:

2023-10.10.f      A resolution authorizing the approval of an engagement letter for preparation of 2023 ACFR financial statements provided by Local Government Services of the Auditor of State – Auditor.

Auditor Brown stated this is the traditional contract with the Auditor of State's Local Government Services Division.

Roll call vote of the motion resulted as follows:

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

**Approval of a Resolution from the Fairfield County Auditor – Real Estate**

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the following resolution from the Fairfield County Court Auditor – Real Estate:

2023-10.10.g      A resolution approving an account-to-account transfer into a major expenditure object category.

Roll call vote of the motion resulted as follows:

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

**Approval of a Resolution from the Fairfield County Clerk of Courts – Legal Division**

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the following resolution from the Fairfield County Clerk of Courts – Legal Division:

2023-10.10.h      A resolution approving an account to account transfer in a major object expense category – Clerk of Courts Legal Division.

Roll call vote of the motion resulted as follows:

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

**Approval of a Resolution from the Fairfield County Court of Common Pleas**

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the following resolution from the Fairfield County Court of Common Pleas:

2023-10.10.i      A resolution to appropriate from unappropriated in a major expenditure object category Fairfield County Common Pleas Recovery Court Grant 2839.

Roll call vote of the motion resulted as follows:

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

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

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the following resolution from Fairfield County Economic & Workforce Development:

**Regular Meeting #43 - 2023**  
**Fairfield County Commissioners' Office**  
**October 10, 2023**

2023-10.10.j      A resolution authorizing a memo expense memo receipt for the Fairfield 33 Development Alliance.

Roll call vote of the motion resulted as follows:

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

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

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

2023-10.10.k      A resolution to approve a Partnership Agreement between the State of Ohio, Department of Administrative Services and the Fairfield County Board of Commissioners for operation of a MARCS Tower.

Roll call vote of the motion resulted as follows:

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

**Approval of a Resolution from Fairfield County Facilities**

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

2023-10.10.l      A Resolution approving a Service Agreement between Mosley Elevator and the Fairfield County Commissioners For Elevator Service at Multiple Buildings.

Roll call vote of the motion resulted as follows:

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

**Approval of a Resolution from Fairfield County Job and Family Services**

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the following resolution from Fairfield County Job and Family Services:

2023-10.10.m      A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services.

Roll call vote of the motion resulted as follows:

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

**Approval of Resolutions from the Fairfield County Juvenile & Probate Court**

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

2023-10.10.n      A resolution to appropriate from unappropriated in a major expenditure object category for Juvenile Court; #2408 Drug Court Program Fund.

2023-10.10.o      A resolution to appropriate from unappropriated in a major expenditure object category for Juvenile Court Fund #2408 Drug Court Program Fund.

**Regular Meeting #43 - 2023**  
**Fairfield County Commissioners' Office**  
**October 10, 2023**

2023-10.10.p      A resolution to appropriate from unappropriated in a major expenditure object category for Juvenile Court – Sub Fund #8209 ATP Fund.

Roll call vote of the motion resulted as follows:

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

**Approval of a Resolution from the Fairfield County Prosecutor**

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

2023-10.10.q      A resolution accepting Victims of Crime Act (VOCA) and State Victims Assistance Act (SVAA) Grants for October 1, 2023, through September 30, 2024, grants to be administered by the County Prosecutor.

Roll call vote of the motion resulted as follows:

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

**Approval of the Payment of Bills**

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

2023-10.10.r      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: Jeff Fix, Dave Levacy, and Steve Davis

**Adjournment**

With no further business, on the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to adjourn at 10:33 a.m.

Roll call vote of the motion resulted as follows:

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

The next Regular Meeting is scheduled for 9:00 a.m. on Tuesday, October 17, 2023.



**Budget Hearing #44 - 2023**  
**Fairfield County Commissioners' Office**  
**October 10, 2023**

Commissioner Davis called the Budget Hearings Session to order at 11:00 a.m.

Each hearing has a corresponding Budget Summary and Excel spreadsheet that are included in the minutes.

**Budget Hearing, Board of Elections (BOE), 11:00 a.m.**

In attendance: Commissioners Steve Davis, Dave Levacy, and Jeff Fix; County Administrator, Aundrea Cordle; Deputy County Administrator, Jeffrey Porter, Clerk to the Board of Commissioners, Rochelle Menningen; Communications and Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Budget Clerk, Staci Knisley; BOE Director, Brett Riffle; and BOE Deputy Director, Jane Hanley.

Mr. Riffle spoke about the addition of eighteen new precincts and the requirement for two paid Democratic and Republican alternates at each precinct for Presidential elections. He spoke about higher salaries due to changes in minimum rates in the compensation plan and spoke about the costs of poll workers. Mr. Riffle also spoke about continuing education costs, office supplies, election supplies, clothing costs, and equipment and software expenses.

Commissioner Davis inquired as to items that may not have been included in the 2024 budget, that the BOE still needs.

Ms. Hanley stated that the BOE would like a shrink wrap machine to bind the ballots, as required by law.

Commissioner Davis asked for the utilization rate of funds-to-date in 2023.

Mr. Hampson stated that the BOE is around 94%.

Commissioner Fix asked if the eighteen new precincts were required due to the new legislative maximum of 1400 registered voters per precinct.

Mr. Riffle confirmed that the need for eighteen new precincts was due to the new limit and added that precinct maps have been completed and will be voted on at the next adjudication meeting.

Commissioners Levacy and Fix stated the need for corrections in ballot processing and thanked the BOE for working to process in-house with part time employees.

Commissioner Davis asked the BOE to consider items that could be expensed in 2023 with available funds.

A follow-up hearing was discussed.

**Budget Hearing, Facilities, 11:15 a.m.**

In attendance: Commissioners Steve Davis, Dave Levacy, and Jeff Fix; County Administrator, Aundrea Cordle; Deputy County Administrator, Jeffrey Porter, Clerk to the Board of Commissioners, Rochelle Menningen; Communications and Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Budget Clerk, Staci Knisley; EMA and Facilities Director, Jon Kochis; and IT Director, Daniel Neeley.

Mr. Kochis spoke about updating security features, and proposed projects for 2024. He added that projects have been moved from 2024 to 2023 and vice versa due to the availability of

**Budget Hearing #44 - 2023**  
**Fairfield County Commissioners' Office**  
**October 10, 2023**

materials; and stated that energy and other utilities are more expensive, and those items come out of the facilities budget.

Commissioner Fix asked if the \$1M budgeted for the Workforce Center would be in addition to the 4.5 M received from the state.

Mr. Kochis confirmed that the \$1M was an additional amount needed for planned projects.

**Budget Hearing, Engineer's Office, 11:45 a.m.**

In attendance: Commissioners Steve Davis, Dave Levacy, and Jeff Fix; County Administrator, Aundrea Cordle; Deputy County Administrator, Jeffrey Porter, Clerk to the Board of Commissioners, Rochelle Menningen; Communications and Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Budget Clerk, Staci Knisley; and County Engineer, Jeremiah Upp.

Commissioner Davis began with discussion of the proposed salt barn construction.

Engineer Upp stated his office has a small salt barn which is at maximum capacity and doesn't allow for their full storage needs. He added that the company his office contracts with has not been able to meet salt order requests and that a new salt barn would provide additional storage and help alleviate supply issues.

Commissioner Levacy asked if prices for salt bought from the state are more appealing at different times of the year.

Engineer Upp stated that salt prices are a yearly bid process and are not typically affected by season.

Commissioner Davis asked if it would be beneficial for the Engineer's Office to add an additional employee that could provide additional services.

Engineer Upp stated it would be beneficial to be able to expand their services.

Commissioner Davis encouraged Engineer Upp to think about the mechanics of adding this person to his office.

The Commission went into recess at 11:49 p.m.

The Commission went back into session at 1:00 p.m.

**Budget Hearing, Juvenile Probate Court, 1:00 p.m.**

In attendance: Commissioners Steve Davis, Dave Levacy, and Jeff Fix; County Administrator, Aundrea Cordle; Deputy County Administrator, Jeffrey Porter, Clerk to the Board of Commissioners, Rochelle Menningen; Communications and Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Budget Clerk, Staci Knisley; Judge Terre Vandervoort, and Probate and Juvenile Court Clerk, LeAnna Shaeffer.

Judge Vandervoort spoke about job sharing positions within probate court and guardianship positions and added that there are currently five guardianship positions.

Commissioner Fix asked if there were items that the judge would like to have in the budget that had not been included.



**Budget Hearing #44 - 2023**  
**Fairfield County Commissioners' Office**  
**October 10, 2023**

Judge Vandervoort stated that there should be supervision on case management for guardianship and added that adding supervision would require additional personnel.

Commissioner Fix asked about the success of youth connected to Connexion West.

Judge Vandervort stated that there is an 89-90% success rate for youth in diversion services and spoke about partnering with Connexion West, ESC, and the schools, regarding attendance services.

Commissioner Fix asked if there is less truancy now than there was during the pandemic, and the first couple of years after the pandemic.

Judge Vandervoort stated that she believes there will always be truancy issues, but that the goal is to not have the courts deal with school attendance issues.

Commissioner Davis made a motion to go into Executive Session to discuss the purchase of real estate at 1:18 p.m.

Jeff Fix made a motion to leave Executive Session at 1:25 p.m.

A follow-up hearing was discussed.

**Budget Hearing, Sheriff's Office, 1:30 p.m.**

In attendance: Commissioners Steve Davis, Dave Levacy, and Jeff Fix; County Administrator, Aundrea Cordle; Deputy County Administrator, Jeffrey Porter, Clerk to the Board of Commissioners, Rochelle Menningen; Communications and Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Budget Clerk, Staci Knisley; and Sheriff Alex Lape.

Sheriff Lape thanked the Commissioners for the opportunity to discuss the budget and then spoke about staffing issues.

Commissioner Fix asked if all staffing issues are directly related to pay.

Sheriff Lape stated that some staff have left for other agencies that are in a closer proximity to their homes.

Commissioner Fix asked if the new scheduling procedure was helping to eliminate overtime and cover shifts. He also asked about staff retention.

Sheriff Lape stated the new schedule has gone well and that there have been very few staff complaints. He added that his office continues to work on recruitment and retention and that they have entered into agreements with some school districts to hire retirees as School Resource Officers so that they can rotate the full time deputies back into patrol.

Commissioner Fix asked for additional information on the increase in contract services.

Mr. Porter stated that both Carbyne and Tyler Technologies have yearly maintenance fees which are driving up contract services lines.

Sheriff Lape stated that the Carbyne software provides more sophisticated software for 911.

Commissioner Fix asked if the next generation 911 is already accounted for in the budget. Mr. Hampson replied that it is not.

**Budget Hearing #44 - 2023**  
**Fairfield County Commissioners' Office**  
**October 10, 2023**

Commissioner Levacy asked about ongoing driver training.  
Sheriff Lape stated his office has driving training courses that deputies are required to complete.

Commissioner Davis asked Sheriff Lape to create a hypothetical scenario with a reduction in the proposed budget.

Sheriff Lape stated there may be a cost sharing opportunity for the Carbyne system and added that he had included additional staff to respond to requests for body camera footage.

**Budget Hearing, Prosecutor's Office, 2:00 p.m.**

In attendance: Commissioners Steve Davis, Dave Levacy, and Jeff Fix; County Administrator, Aundrea Cordle; Deputy County Administrator, Jeffrey Porter, Clerk to the Board of Commissioners, Rochelle Menningen; Communications and Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Budget Clerk, Staci Knisley; and County Prosecutor, Kyle Witt.

Prosecutor Witt highlighted items from his Budget Summary. Prosecutor Witt stated that the Overdose Death Investigator position discussed in the 2023 Budget Hearing moved to the Sheriff's Office and will be assigned to the Major Crimes unit. He also stated that the case management software system was upgraded and that costs for data storage have increased.

Commissioner Fix asked about the caseload of the Prosecutor's Office.

Prosecutor Witt stated that the caseload has been consistently between 650 and 700 cases.

Commissioner Fix called the Commission into recess at 2:14 p.m.

The Commissioners went back into session at 2:26 p.m.

**Budget Hearing, Common Pleas Court, 2:30 p.m.**

In attendance: Commissioners Steve Davis, Dave Levacy, and Jeff Fix; County Administrator, Aundrea Cordle; Deputy County Administrator, Jeffrey Porter, Clerk to the Board of Commissioners, Rochelle Menningen; Communications and Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Budget Clerk, Staci Knisley; Judge David Timmer, Magistrate Josh Horachek, and Deputy Court Administrator and Bailiff, Bian Wolfe.

Judge Berens spoke about his desire to establish a grant application process for sober living communities to apply to the Court of Common Pleas for operational support. He also spoke about establishing a commercial docket for businesses to use in civil cases.

Magistrate Horacek summarized some of the projects the Court of Common Pleas is considering. He added that attorney's fees continue to be under budget.

Judge Berens stated he believes that part of the reduction is due to the court utilizing virtual hearings at a higher rate, therefore not having to pay as much in reimbursements.

**Budget Hearing, Municipal Judges, 3:00 p.m.**

**Budget Hearing #44 - 2023**  
**Fairfield County Commissioners' Office**  
**October 10, 2023**

In attendance: Commissioners Steve Davis, Dave Levacy, and Jeff Fix; County Administrator, Aundrea Cordle; Deputy County Administrator, Jeffrey Porter, Clerk to the Board of Commissioners, Rochelle Menningen; Communications and Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Budget Clerk, Staci Knisley; Jackie Long; and Judge James Fields.

Judge Fields spoke about hiring a facilities coordinator, additional contract funds for interpreters, and items that are split with the City of Lancaster. He also spoke about final payments on building renovations, expanded programming, and the addition of a probation officer. Judge Fields stated that the number of jury trials has increased.

Ms. Cordle asked for clarification on repayment of the building note.

Judge Fields stated that the building will not be paid off, but the remodeling will be, and spoke about hiring a facilities coordinator.

Ms. Knisely asked if the facilities coordinator would be a City of Lancaster employee.

Ms. Long confirmed that the position would be a city position.

## Adjournment

With no further business, on the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to adjourn at 3:07 p.m.

Roll call vote of the motion resulted as follows:

Voting aye thereon: Jeff Fix and Dave Levacy

Motion by: Jeff Fix                                  Seconded by: Dave Levacy  
that the October 10, 2023, Budget Hearing minutes were approved by the following vote:

YEAS: Jeff Fix and Dave Levacy  
ABSTENTIONS: None

**NAYS:** None

\*Approved on October 17, 2023

Steven Davis  
Commissioner

Dave Levacy  
Commissioner

Jeff Fix  
Commissioner

Rochelle Menningen, Clerk

A Resolution Amending Resolution 2022-11.29.a, Approving the Establishment of the Fairfield County Board of Commissioners 2023 Review Session and Regular Meeting Dates, and Special Meeting Dates, and Establishing a New Special Meeting Date, Time, and Location

WHEREAS, pursuant to Ohio Revised Code 305.06 the Board of County Commissioners, by resolution 2022-11.29.a, has established Commissioner Meeting dates and locations for 2023; and

WHEREAS, resolutions 2023-01.10.b, 2023-01.24.b, 2023-02.14.a, 2023-03.28.b, and 2023-05.16 have adjusted the dates times and locations of the meetings established in resolution 2022-11.29.a; and

WHEREAS, the Fairfield County Board of Commissioners deem it necessary to add a new special meeting date for 2023.

---

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

---

Section 1. That the Board of Fairfield County Commissioners approves establishing the following additional special meeting date, time, and location:

Budget Hearing: Tuesday, October 31, 2023, 1:00 p.m. – 4:00 p.m., 210 E. Main St., Lancaster; and

Section 2. Any news media may request notification of all special and emergency meetings ("requesting-media"). All such requests shall be directed to the Clerk of the Board, who shall provide such notification as indicated in Sections 3 and 4 of this Resolution. A list of current requesting-media is attached hereto as exhibit A.

Section 3. For Special Commission meetings, the Commission will provide at least 24 hours' notice to requesting-media via email and will post the meeting on its website and on the bulletin board on the 3<sup>rd</sup> floor of the Administrative Courthouse located at 210 East Main Street.

A Resolution Amending Resolution 2022-11.29.a, Approving the Establishment of the Fairfield County Board of Commissioners 2023 Review Session and Regular Meeting Dates, and Special Meeting Dates, and Establishing a New Special Meeting Date, Time, and Location

Section 4. For Emergency Commission meetings, the Commission will immediately notify requesting media via email and will post the meeting on its website and on the bulletin board on the 3<sup>rd</sup> floor of the Administrative Courthouse located at 210 East Main Street.

Section 5. Any person may request advance notification of all meetings at which a specific type of public business is to be discussed. All such requests shall be directed to the Clerk of the Board, who shall provide such notification as necessary.

Prepared by: Rochelle Menningen

Resolution No. 2023-10.17.a

A Resolution Amending Resolution 2022-11.29.a, Approving the Establishment of the Fairfield County Board of Commissioners 2023 Review Session and Regular Meeting Dates, and Special Meeting Dates, and Establishing a New Special Meeting Date, Time, and Location

(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 an authorized use of American Rescue Plan fiscal recovery funding and appropriate from unappropriated funds for the County ARP Auditor Copiers

WHEREAS, Fairfield County has received direct payments from the U.S. Treasury under the Coronavirus State and Local Fiscal Funds authorized by the American Rescue Plan Act, referred to as fiscal recovery funds;

WHEREAS, Fairfield County will use the funding in accordance with the American Rescue Plan Act and guidance from the U.S. Treasury;

WHEREAS, on April 20, 2021, Fairfield County set up a special revenue fund to receive the funds and account for the use of the funds (with special revenue fund #2876);

WHEREAS, on April 1, 2022, the U.S. Treasury issued its final rule;

WHEREAS, uses of the fiscal recovery fund can be to:

- Respond to the public health emergency with respect to the COVID19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- Respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
- Allow for the provision of government services to the extent of the reduction in revenue (i.e., online, property or income tax) due to the public health emergency relative to revenues collected in the most recent full fiscal year of the county prior to the emergency (i.e., January 20, 2020); or
- Allow for the standard allowance of up to \$10,000,000 million dollars for the provision of government services; or
- Make necessary investments in water, sewer, or broadband infrastructure.

WHEREAS, the Fairfield County Commissioners through resolution on January 25, 2022 authorized the election of the standard allowance up to \$10,000,000 for revenue loss; and

A resolution to approve an authorized use of American Rescue Plan fiscal recovery funding and appropriate from unappropriated funds for the County ARP Auditor Copiers

WHEREAS, the proposed project for the Fairfield County Auditor's Office is to replace their copiers. The use of the standard allowance for this project is a direct provision of government services.

WHEREAS, project number R61o has been assigned to this project;

---

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

---

Section 1. The Board of County Commissioners approves the use of ARP fiscal recovery funds as a response to the Coronavirus public health emergency and as part of the provision of government services for the purchase of Auditor Office copiers is consistent with the allowable use noted in the recitals above and in the U.S. Department of Treasury guidance.

Section 2. The Board of County Commissioners authorizes the County Administrator to sign the contract for the purchase of the Auditor's copiers.

Section 3. The Board of County Commissioners requests the County Auditor approve appropriations from unappropriated funds for fund #2876, as follows in the major category of expenditures of Capital Outlay:

12287600 Capital Outlay      \$12,000

For County Auditor Use Only:

Section 3. Update the following appropriations:

\$ 12,000    12287600   574000   R61o   Equipment, Software, & Fixtures

Resolution No. 2023-10.17.b

A resolution to approve an authorized use of American Rescue Plan fiscal recovery funding and appropriate from unappropriated funds for the County ARP Auditor Copiers

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

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

WHEREAS, budget needs increased for the AV project that is partially paid by ARPA funds and the City of Lancaster contributed \$50,000; and

WHEREAS, to appropriate from unappropriated will allow proper accounting in the major expenditure object category of capital outlay will allow an increase to the 2023 Budget.

---

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

---

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

\$ 50,000    Capital Outlay    12100114

---

Prepared by: Staci Knisley

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

---

*For Auditor's Office Use Only:*

\$ 50,000          12100114 574000 Facilities Equipment



Resolution No. 2023-10.17.c

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

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing a fund to fund transfer from General Fund# 1001 and Appropriate from Unappropriated into a major expenditure category to the General Fund# 1001 & Capital Improvement Fund # 3435.

WHEREAS, the Board of Commissioners would like to move forward with the Salt Barn Project in 2023; and

WHEREAS, appropriations of \$1,000,000 for a cash transfer and appropriate from unappropriated transactions are necessary for this project.

---

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 to the following major expense category for transfers and capital outlay:

\$1,000,000          12100149 transfers

\$1,000,000          12343500 capital outlay

Section 2. That the transfer of funds in the amount of \$1,000,000 hereby authorized as follows:

From: 12100149 700007 General Fund transfer capital improvement

To: 12343500 439100 Capital Improvement intergovernmental transfers in

---

A resolution authorizing a fund to fund transfer from General Fund# 1001 and Appropriate from Unappropriated into a major expenditure category to the General Fund# 1001 & Capital Improvement Fund # 3435.

*For Auditor's purpose only:*

*Section 1.*

*\$1,000,000          12100149 700007 GRF transfer capital improvement*

*\$1,000,000          12343500 570000 capital outlay*

*Section 3. Issue an Amended Certificate in the amount \$ 1,000,000 to credit of fund # 3435.*

*Section 4. Request that the Fairfield County Auditor, on behalf of the Budget Commission, update receipt line (increasing) 12343500 439100 in the amount of \$1,000,000.*

Resolution No. 2023-10.17.d

A resolution authorizing a fund to fund transfer from General Fund# 1001 and  
Appropriate from Unappropriated into a major expenditure category to the General Fund# 1001  
& Capital Improvement Fund # 3435.

(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 authorize a memo of understanding between the Ohio Secretary of State and, the Fairfield County Board of Elections, and the Fairfield County Board of Commissioners regarding the purchase of electronic pollbooks

WHEREAS, This Memorandum of Understanding ("MOU") between the Ohio Secretary of State ("SOS"), the Fairfield County Board of Elections ("Board"), and the Fairfield County Commissioners ("County") is to document the roles and responsibilities of each party in complying with the requirements set forth in Section 610.30 of House Bill ("H.B.") 33 of the 135<sup>th</sup> General Assembly, the State Operating Budget, which amends Section 285.12 of H.B. 45 of the 134<sup>th</sup> General Assembly; and

WHEREAS, Specifically, it is the goal of the SOS, the Board, and the County to document in this MOU their mutual understandings concerning the use of the funding provided by Section 610.30 of H.B. 33, the State Operating Budget, and appropriation item 050638, Electronic Pollbooks, for State Fiscal Year 2024 in assisting the Board to acquire electronic pollbooks after July 4, 2023; and

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

Section 1. The Board of Fairfield County Commissioners approves the attached memo of understanding and authorizes the County Commissioners' contact in this matter, Ms. Aundrea Cordle, to sign the memo of understanding.

Section 2. A signed copy of the memo of understanding will be provided to Mr. Brett Riffle, Director of the Board of Elections.

Prepared by: Amy McCoy  
cc: Board of Elections

**ELECTRONIC POLLBOOK MEMORANDUM OF UNDERSTANDING  
BETWEEN THE OHIO SECRETARY OF STATE,  
THE FAIRFIELD BOARD OF ELECTIONS, AND  
THE FAIRFIELD COUNTY COMMISSIONERS**

**Purpose**

1. This Memorandum of Understanding (“MOU”) between the Ohio Secretary of State (“SOS”), the Fairfield County Board of Elections (“Board”), and the Fairfield County Commissioners (“County”) is to document the roles and responsibilities of each party in complying with the requirements set forth in Section 610.30 of House Bill (“H.B.”) 33 of the 135<sup>th</sup> General Assembly, the State Operating Budget, which amends Section 285.12 of H.B. 45 of the 134<sup>th</sup> General Assembly.
2. Specifically, it is the goal of the SOS, the Board, and the County to document in this MOU their mutual understandings concerning the use of the funding provided by Section 610.30 of H.B. 33, the State Operating Budget, and appropriation item 050638, Electronic Pollbooks, for State Fiscal Year 2024 in assisting the Board to acquire electronic pollbooks after July 4, 2023.

**Legal Authority**

1. This MOU is being entered into in accordance with Section 610.30 of H.B. 33 of the 135<sup>th</sup> G.A., the State Operating Budget, for the acquisition of electronic pollbooks and other necessary equipment.
2. Section 610.30 of H.B. 33, in relevant part, states:

“The board shall enter into a memorandum of understanding with the county commissioners and the Secretary of State ... concerning [the acquisition of the selected electronic pollbooks and any other necessary equipment]. The Secretary of State shall reimburse the board of elections for the lesser amount of either eighty-five per cent of the cost of those acquisitions, or the amount of the allocation as determined by the Secretary of State under this section.”

**Definitions**

1. “Electronic pollbook” means “an electronic list of registered voters for a particular precinct or polling location that may be transported to a polling location”<sup>1</sup> that is certified for use in Ohio pursuant to Ohio Revised Code (“R.C.”) 3506.05.

---

<sup>1</sup> R.C. 3506.05(A)(1).



2. “Any other necessary equipment” means any software, hardware, peripheral, license agreement, service or maintenance agreement or integration with the Board’s voter registration system that is essential for the implementation, fully functional operation, and legal use of the electronic pollbooks.

## **Terms of Agreement**

The Board will select a certified electronic pollbook and any other necessary equipment from the list of certified electronic pollbooks and equipment and their corresponding price provided to the Board from the Department of Administrative Services (“DAS”) state term contract for electronic pollbooks (State Contract Numbers ACQ1048, ACQ1048-1, ACQ1048-2, and/or ACQ1048-3). Pursuant to R.C.125.04, the Board must be an active member of the DAS Cooperative Purchasing Program in order to make a purchase referencing the DAS state term contract. To locate the state term contract and price lists, go to:

[https://ohiobuys.ohio.gov/page.aspx/en/ctr/contract\\_browse\\_public](https://ohiobuys.ohio.gov/page.aspx/en/ctr/contract_browse_public) and search by state contract number “ACQ1048” or the Keywords “electronic pollbooks.”

More information on membership, or to determine if your county is currently a member, can be found here: <https://procure.ohio.gov/state-and-local-agencies/resources/cooperative-purchasing>

1. The County will be responsible for selecting the equipment and paying the total invoice cost of the electronic pollbooks and any other necessary equipment to the vendor. The Board will notify the SOS in writing of its selection and of the exact quantity of electronic pollbooks and equipment the Board will purchase.
2. The SOS will provide the County with funding to reimburse 85 percent of the total acquisition cost for electronic pollbooks and any other necessary equipment selected by the Board, up to the amount of the Board’s allocation of the funding. Any unexpended, unencumbered portion of the Board’s allocation at the end of State Fiscal Year 2024 will not be available for the Board to procure certified electronic pollbooks and any other necessary equipment in State Fiscal Year 2025, unless otherwise extended.
3. For electronic pollbook acquisitions made against the DAS state term contract, the notification to the SOS shall consist of a copy of this MOU signed by the Board and appropriate county designees, a copy of the invoice and purchase order, and if available, proof of payment for the purchase or lease of electronic pollbooks and any other necessary equipment. Any request for reimbursement must be received by the SOS no later than May 1, 2024, unless otherwise extended.
4. The Board will maintain accurate records of all expenses incurred related to the funds provided under this MOU for a minimum of five years. If those records are relevant to litigation, claims, audits, negotiations, or other proceedings initiated prior to the end of that five-year period, the Board must retain the records until the final disposition of those proceedings or until the end of the five-year period, whichever is later.

## **General Provisions**

1. If there is a change in the law necessitating a change in this MOU, the SOS shall immediately notify the Board and the County, and all parties shall re-evaluate the MOU to ensure its compliance with the law.
2. This MOU is effective upon signature of all parties and shall remain in effect as required by state law.
3. This MOU is subject to R.C. 126.07.
4. This MOU may be modified or amended provided that any such modification or amendment is in writing and is signed by all of the parties to this MOU. Said amendment shall be effective upon the execution by all of the parties.
5. If any provision of this MOU should be found illegal, invalid, or otherwise void, it shall be considered severable. The remaining provisions shall not be impaired, and the MOU shall be interpreted, to the extent possible, to give effect to the parties' intent.
6. This MOU is entered into through the actions of the Board of Elections pursuant to a motion of the Board of Elections approving this MOU and authorizing and directing the signator to execute this agreement on behalf of the Board (the minutes reflecting the motion or other record of the motion is attached as Exhibit 1) and the Board of County Commissioners pursuant to Resolution of the Board approving this MOU and authorizing and directing the signator to execute this agreement on behalf of Board (the Resolution to be attached as Exhibit 2).

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**Persons to be Contacted for Further Information or Assistance**

**For State Term Contract Concerns**

Dennis Kapenga  
4200 Surface Road  
Columbus, Ohio 43228  
Phone: 614-466-7911  
Email: [Dennis.Kapenga@das.ohio.gov](mailto:Dennis.Kapenga@das.ohio.gov)

**For Reimbursement Requests**

Leslie Piatt  
22 North 4<sup>th</sup> Street, 17<sup>th</sup> Floor  
Columbus, Ohio 43215  
Phone: 614-995-2041  
Email: [LPiatt@OhioSOS.gov](mailto:LPiatt@OhioSOS.gov)

**County Board of Elections Contact**

Contact Name: Brett Riffle  
Address: 951 Liberty Dr  
Lancaster OH 43130  
Phone: 740/652-7000  
Email: [boardofelections@fairfieldcountyohio.gov](mailto:boardofelections@fairfieldcountyohio.gov); [brett.riffle@fairfieldcountyohio.gov](mailto:brett.riffle@fairfieldcountyohio.gov)

**County Commissioners Contact**

Contact Name: Aundrea Cordle  
Address: 210 E. Main Street  
City, Ohio Zip Lancaster, OH 43130  
Phone: 740-652-7890  
Email: [Aundrea.cordle@fairfieldcountyohio.gov](mailto:Aundrea.cordle@fairfieldcountyohio.gov)

The Ohio Secretary of State, the Board of Elections, and the County Commissioners indicate their agreement with the above provisions and further agree that the interest of each is in compliance with Section 610.30 of House Bill 33, the State Operating Budget, by signing below a copy of this Memorandum of Understanding.

---

SOS Designee Signature

Date

---

Board of Elections' Designee Signature

Date

---

County Commissioners' Designee Signature

Date

Prosecutor's Approval Page

Resolution No. 2023-10.17.e

A resolution to authorize a memo of understanding between the Ohio Secretary of State and, the Fairfield County Board of Elections, and the Fairfield County Board of Commissioners regarding the purchase of electronic pollbooks

(Fairfield County Board of Elections)

Approved as to form on 10/16/2023 1:51:06 PM by Amy Brown-Thompson,



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

Resolution No. 2023-10.17.e

A resolution to authorize a memo of understanding between the Ohio Secretary of State and, the Fairfield County Board of Elections, and the Fairfield County Board of Commissioners regarding the purchase of electronic pollbooks

(Fairfield County Board of Elections)

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 request for appropriations for additional unanticipated receipts of Memo receipts and memo expenses for fund 2050 for annual inspections in various subdivisions as of 10/04/2023.

WHEREAS, The Fairfield County Engineer has been expending funds from the Motor Vehicle fund for administrative costs attributable to the drainage repairs; and

WHEREAS, The Drainage Maintenance fund has received funds from the assessments to cover these administrative costs which have been deposited into the drainage maintenance fund as required; and

WHEREAS, it is necessary for the Motor Vehicle fund to recover the costs of these administrative and supply expenses from the drainage maintenance fund; and

---

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

---

Section 1. Request that the Fairfield County Board of Commissioner Appropriate from Unappropriated funds in the amount of \$2,723.82 into the following category:

\$1,021.75	30282700-Contractual Services
\$700.05	30283100-Contractual Services
\$384.79	30246400-Contractual Services
\$413.63	30260800-Contractual Services
\$203.60	30205700-Contractual Services

Section 2. The County Commissioners approve the following expenditure and request the Fairfield County Auditor accomplish the transaction by making the following memo expenditure, impacting appropriation as if a regular County Auditor warrant, reimbursing the Motor Vehicle fund for administrative and supply expenses incurred.

Memo Receipt as reference:  
16202401-434000      \$2,723.82

A resolution to request for appropriations for additional unanticipated receipts of Memo receipts and memo expenses for fund 2050 for annual inspections in various subdivisions as of 10/04/2023.

Memo Expenditure as referenced:

Vendor: Fairfield County Engineer's Office

Amount: \$2,723.82

Paid: 10/04/2023

\$1,021.75	30282700-543000
\$700.05	30283100-543000
\$384.79	30246400-543000
\$413.63	30260800-543000
\$203.60	30205700-543000

---

For Auditor's Office Use Only:  
Section 1.

\$1,021.75	30282700-543000
\$700.05	30283100-543000
\$384.79	30246400-543000
\$413.63	30260800-543000
\$203.60	30205700-543000

Section 2. Issue an Amended Certificate in the amount of \$2,723.82 to credit of fund 2024

Section 3. Request that the Fairfield County Auditor, on behalf of the Budge Commission, update receipt line 16202401-434000 in the amount of \$2723.82

Prepared by: Julie Huggins  
cc: Engineer

Resolution No. 2023-10.17.f

A resolution to request for appropriations for additional unanticipated receipts of Memo receipts and memo expenses for fund 2050 for annual inspections in various subdivisions as of 10/04/2023.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Sub-Fund 8182 (12207218) reimbursing Fund 2018

WHEREAS, Fairfield County Job & Family Services expended funds from the public assistance fund for costs (salaries and benefits) attributable to the EPIC GRANT sub-Fund administered by Children Services division of Job and Family Services, and

WHEREAS, the EPIC Grant has received funds to cover these costs and such funds have been deposited in the fund (8182) EPIC sub-Fund as required, and

WHEREAS, it is necessary for the public assistance fund (2018) to recover the costs from the EPIC sub-Fund (8182),

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:

12201816-434062 REIMB – EPIC (Reimbursement from ENHN SAFE CHLDRN-SUBSTN ) \$ 8,069.04

This amount represents costs owed to the PA fund in August thru September 2023.

Section 2. That the Fairfield County Board of Commissioners approves the following expenditure of salaries and benefits costs and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant, reimbursing the public assistance fund for costs incurred by the EPIC Grant (CPS division).

Memo expenditure as referenced in supporting documentation:

2023-10.17.g

A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Sub-Fund 8182 (12207218) reimbursing Fund 2018

Vendor: 06396 Job and Family Services

Account: 12207218 900000 Special Reporting

Amount: \$ 8,069.04

*Prepared By Jenny Lewis Eligibility Referral Specialist Finance*

EPIC to PA Shared	Owed to PA Fund	Paid to PA Fund	Balance	Notes
<b>2023</b>				
January-23	\$ 4,097.33	\$ -	\$ 17,644.90	
February-23	\$ 3,990.03	\$ -	\$ 21,634.93	
March-23	\$ 3,932.48	\$ 25,567.41	\$ -	Resolution 2023-04.25.u
April-23	\$ 7,617.96	\$ -	\$ 7,617.96	
May-23	\$ 8,130.75	\$ -	\$ 15,748.71	
June-23	\$ 12,518.72	\$ -	\$ 28,267.43	
July-23	\$ 6,001.79	\$ 34,269.22	\$ -	Resolution 8.17.23
August-23	\$ 3,991.01	\$ -	\$ 3,991.01	
September-23	\$ 4,078.03	\$ -	\$ 8,069.04	
		\$ 8,069.04	\$ -	Resolution 2023-10.
<b>Total</b>	<b>\$ 54,358.10</b>	<b>\$ 67,905.67</b>	<b>N/A</b>	<b>Totals</b>

Signature Page

Resolution No. 2023-10.17.g

A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Sub-Fund 8182 (12207218) reimbursing Fund 2018

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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



A resolution approving the Purchase of Service Agreement between Job & Family Services, Child Protective Services Department and Integrated Services for Behavioral Health.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a purchase of service agreement with Integrated Services for Behavioral Health, 1950 Mt St Marys Drive Nelsonville, OH 45764 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, 2023 through July 31, 2024, and

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

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

---

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

---

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached agreement with Integrated Services for Behavioral Health.

Prepared by: Sarah Darnell  
cc: JFS / Budget Manager



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

Auditor of State - Unresolved Findings for Recovery Certified Search

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

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

Contractor's Information:

Name: ,  
Organization: **Integrated Services for Behavioral Health**  
Date: **7/27/2023 10:40:28 AM**

This search produced the following list of **4** possible matches:

Name/Organization	Address
Franklinton Preparatory Academy	4721 Reading Rd.
McInturff, Chad	525 Summit Avenue
The International Preparatory School	1301 East 9th Street, Suite 1900
Vintage Coins and Cards AKA Vintage Coins and Collectibles	

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.

An official website of the United States government  
[Here's how you know](#)



You have 2 new alerts

Show / Hide Alerts





Search

All Words

e.g. 1606N020Q02

Select Domain

All Domains

+

Filter By

—

Keyword Search

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

☐ Any Words *i*

☒ All Words *i*

☐ Exact Phrase *i*


e.g. 1606N020Q02

"integrated services for behavioral health" ×

Federal Organizations

Enter Code or Name

▼



Status

^

☒ Active

10/17/2023

096

https://sam.gov/search/?page=1&pageSize=25&sort=-modifiedDate&sfm%5BsimpleSearch%5D%5BkeywordRadio%5D=ALL&sfm%5BsimpleSearch...

1/8

☐ InactiveReset 

Sort by

Showing 1 - 11 of 11 results

Date Modified/Updated

## 93.732 Mental and Behavioral Health Education and Training Grants

The purpose of the behavioral health programs is to develop and expand the behavioral health workforce and address mental health and provider resilien...

Dept / Ind Agency

**HEALTH AND HUMAN SERVICES, DEPARTMENT OF**

Subtier

**HEALTH RESOURCES AND SERVICES ADMINISTRATION**[+ History](#)

Assistance Listing

Is Funded

Yes

Last Updated Date

Jul 24, 2023

Type of Assistance

**B-Project Grants**

## Human/Primate Hi-resolution Upright PET scanner

**Notice ID: 75N95023Q00436A**

This is a **Small Business Sources Sought** notice. This is NOT a solicitation for proposals, proposal abstracts, or quotations.

...

Department/Ind.Agency

**HEALTH AND HUMAN SERVICES, DEPARTMENT OF**

Subtier

**NATIONAL INSTITUTES OF HEALTH**

Office

**NATIONAL INSTITUTES OF HEALTH NIDA**

Contract Opportunities

Current Response Date

10/17/2023

097

July 18, 2023 at 03:00 PM EDT

Notice Type

Original Sources Sought

Updated Date

Jul 14, 2023

Published Date

Jul 14, 2023

---

## Human/Primate Hi-resolution Upright PET scanner

**Notice ID: 75N95023Q00436**

This is a Sources Sought notice. This is NOT a solicitation for proposals, proposal abstracts, or quotations. The purpose of this notice is to obta

...

Department/Ind.Agency

HEALTH AND HUMAN SERVICES, DEPARTMENT OF

Subtier

NATIONAL INSTITUTES OF HEALTH

Office

NATIONAL INSTITUTES OF HEALTH NIDA

Contract Opportunities

Current Response Date

July 18, 2023 at 03:00 PM EDT

Notice Type

Original Sources Sought

Updated Date

Jul 14, 2023

Published Date

Jul 14, 2023

---

## Smart-Kage System

**Notice ID: 75N95023Q00485\_SB**

**SOURCES SOUGHT NOTICE**

1. **Solicitation Number: 75N95023Q00485\_SB**

...

Department/Ind.Agency

HEALTH AND HUMAN SERVICES, DEPARTMENT OF

Subtier

NATIONAL INSTITUTES OF HEALTH

10/17/2023

098

Office  
NATIONAL INSTITUTES OF HEALTH NIDA

Contract Opportunities

Current Response Date  
July 17, 2023 at 05:00 PM EDT

Notice Type  
Original Sources Sought

Updated Date  
Jul 11, 2023

Published Date  
Jul 11, 2023

Smart-Kage System

Notice ID: 75N95023Q00485

SOURCES SOUGHT NOTICE

1. Solicitation Number: 75N95023Q00485
- ...

Department/Ind.Agency  
HEALTH AND HUMAN SERVICES, DEPARTMENT OF

Subtier  
NATIONAL INSTITUTES OF HEALTH

Office  
NATIONAL INSTITUTES OF HEALTH NIDA

Contract Opportunities

Current Response Date  
July 17, 2023 at 05:00 PM EDT

Notice Type  
Original Sources Sought

Updated Date  
Jul 11, 2023

Published Date  
Jul 11, 2023

Lux Fiber Photometry System

Notice ID: 75N95023Q00460

The National Institute on Drug Abuse (NIDA), Intramural Research Program (IRP)  
Cellular Neurobiology Research Branch (CNRB) is seeking Capability S

...

Department/Ind.Agency  
HEALTH AND HUMAN SERVICES, DEPARTMENT OF

Subtier  
NATIONAL INSTITUTES OF HEALTH

Office  
NATIONAL INSTITUTES OF HEALTH NIDA

Contract Opportunities

Current Response Date  
July 12, 2023 at 04:00 PM EDT

Notice Type  
Original Sources Sought

Updated Date  
Jul 7, 2023

Published Date  
Jul 7, 2023

Lux Fiber Photometry System

Notice ID: 75N95023Q00460SB

The National Institute on Drug Abuse (NIDA), Intramural Research Program (IRP)  
Cellular Neurobiology Research Branch (CNRB) is seeking Capability S

...

Department/Ind.Agency  
HEALTH AND HUMAN SERVICES, DEPARTMENT OF

Subtier  
NATIONAL INSTITUTES OF HEALTH

Office  
NATIONAL INSTITUTES OF HEALTH NIDA

Contract Opportunities

Current Response Date  
July 12, 2023 at 04:00 PM EDT

Notice Type  
Original Sources Sought

Updated Date  
Jul 7, 2023

Published Date  
Jul 7, 2023

## G004--Central Western MA HCS HCHV Medical Respite Care services

### Notice ID: 36C24123Q0820

Veterans Health Administration (VHA) Sources Sought Notice to Obtain a qualified vendor to provide HEALTH CARE FOR HOMELESS VETERANS (HCHV) for MEDICA...

Department/Ind.Agency

**VETERANS AFFAIRS, DEPARTMENT OF**

Subtier

**VETERANS AFFAIRS, DEPARTMENT OF**

Office

**241-NETWORK CONTRACT OFFICE 01 (36C241)**

Contract Opportunities

Current Response Date

**June 30, 2023 at 11:00 AM EDT**

Notice Type

**Original Sources Sought**

Updated Date

**Jun 22, 2023**

Published Date

**Jun 22, 2023**

---

## 93.624 Community Health Access and Rural Transformation (CHART) Model

The Community Health Access and Rural Transformation (CHART) Model is a voluntary payment Model. CHART will test whether aligned financial incentives ...

Dept / Ind Agency

**HEALTH AND HUMAN SERVICES, DEPARTMENT OF**

Subtier

**CENTERS FOR MEDICARE AND MEDICAID SERVICES**

**+ History**

Assistance Listing

Is Funded

**Yes**

Last Updated Date

**Aug 18, 2022**

Type of Assistance

**A-Formula Grants**

---

## 93.110 Maternal and Child Health Federal Consolidated Programs



The purpose of the Community Integrated Service Systems (CISS) program is to develop and expand: (1) home visitation; (2) participation of obstetricia...

Dept / Ind Agency

**HEALTH AND HUMAN SERVICES, DEPARTMENT OF**

Subtier

**HEALTH RESOURCES AND SERVICES ADMINISTRATION**

**+ History**

Assistance Listing

Is Funded

**Yes**

Last Updated Date

**Aug 9, 2022**

Type of Assistance

**B-Cooperative Agreements, B-Project Grants**

---

### **93.361 Nursing Research**

Nurses understand that improving health and well-being means addressing people's needs in multiple settings, contexts, and over the whole life course....

Dept / Ind Agency

**HEALTH AND HUMAN SERVICES, DEPARTMENT OF**

Subtier

**NATIONAL INSTITUTES OF HEALTH**

**+ History**

Assistance Listing

Is Funded

**Yes**

Last Updated Date

**Aug 8, 2022**

Type of Assistance

**B-Project Grants, M-Training**

---

*Results per page*

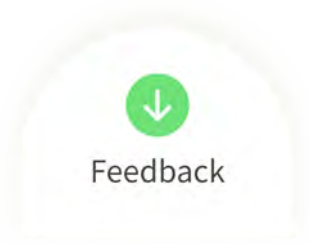
<

1

of 1

>

25



<a href="#">Our Website</a>
<a href="#">Our Partners</a>
<a href="#">Policies</a>
<a href="#">Customer Service</a>



General Services Administration

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

**Provision of Service Agreement**  
**Fairfield County Job & Family Services &**  
**Integrated Services for Behavioral Health**

This Agreement is entered into this 1<sup>st</sup> day of August 2023, by and between the Fairfield County Job and Family Services - Protective Services, hereinafter "Agency" whose address is 239 W. Main Street, Lancaster, Ohio 43130, and Integrated Services for Behavioral Health hereinafter "Integrated Services for Behavioral Health" whose address is 1950 Mt St Marys Drive, Nelsonville, Ohio 45764.

**1) Provision of Service(s):** Integrated Services for Behavioral Health agrees to provide to Fairfield County Protective Services the specific services detailed in this agreement and Fairfield County Protective Services agrees to reimburse/fund the provision of services subject to the terms and conditions set forth in this agreement.

**2) Purpose of Agreement:** Integrated Services for Behavioral Health agrees to furnish qualified mental health professionals as determined appropriate by Integrated Services for Behavioral Health to provide expedited diagnostic assessments and mental/behavioral health services for children, youth and adults linked to Fairfield County Protective Services. In addition, Integrated Services for Behavioral Health agrees to work with the Agency 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 reduce out of home placement of children while maintaining sobriety and increase parental/caregiver participation in treatment. Other goals include the incorporation and use of tools for rapid SUD and trauma screening, early access to in-home services and supports designed to engage families, and peer mentoring/recovery coach services for parents and caregivers.

**3) Agreement Objective:** Integrated Services for Behavioral Health will provide mental/behavioral health services to individuals referred by the Agency. Integrated Services for Behavioral Health will provide expedited access to diagnostic assessments for children and adults, early detection of cognitive delays, psychological disorders, and potential treatment needs.

Integrated Services for Behavioral Health will also provide expedited SUD assessment, trauma screening, in-home case management services, and peer mentoring/recovery coach services for FCJFS substance abusing clients referred by the Agency as specified within this service agreement.

**4) Agreement Term:** The term of this agreement shall be for the period commencing on August 1, 2023 and terminating July 31, 2024. Agency 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 by Integrated Services for Behavioral Health.

**5) Agreement Ceiling:** The contract services shall not exceed \$49,000.

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 RC. 5705.41(0){3}.

**6) Service Deliverables and Unit Costs: Agency agrees to:**

- Complete the initial intake referral request form and submit to Integrated Services for Behavioral Health to initiate services defined under this agreement.
- Reimburse Integrated Services for Behavioral Health, according to guidelines set forth in these sections for any individual receiving Integrated Services for Behavioral Health's services as a result of Agency's referral.
- Report any invoicing discrepancies within 30-60 days and seek resolution.

**Integrated Services for Behavioral Health agrees to:**

- Ensure all mental health professionals and service providers engaging in services under this agreement are fully trained and legally qualified to provide therapeutic services.
- Secure necessary releases of information for Agency's clients to enable ongoing communications between Integrated Services for Behavioral Health and Agency staff members.

**Family Peer Mentor-**

- Integrated Services for Behavioral Health and FCJFS-PS will collaborate to dually manage the Family Peer Mentors employed by Integrated Services for Behavioral Health.
- FCJFS-PS will assure the Family Peer Mentor has a co-located workspace within FCJFS-PS.

- Integrated Services for Behavioral Health Family Peer Mentors who are assigned to a child welfare open family will adhere to any fidelity standards identified through a grant program. This may include the following:
  - Use of an Interview and Hiring Guide
  - Co-Supervision to be provided between Integrated Services for Behavioral Health and FCJFS-PS to address employee performance and clinical conversations.
  - Documentation of Family Peer Mentor interactions with FCJFS-PS families
  - Attendance at shared decision-making meetings, direct line meetings, case review meetings, and steering committee meetings.
- When Family Peer Mentor performance concerns arise, the following activities will take place:
  - Integrated Services for Behavioral Health and FCJFS-PS agrees to notify the partnering agency within 24 business hours of the concerns or issues received.
  - Integrated Services for Behavioral Health agrees to address the concerns received regarding the Family Peer Mentor in the most expeditious manner available within procedural and legal standards.
  - Routine communication to include emails, phone calls/meetings to provide updates and progress between the partnering agencies.

***Integrated Services for Behavioral Health shall be paid at the following rates:***

"ISBH will bill services in accordance with the rules and rates set forward by the Ohio Department of Medicaid. Further, ISBH will adhere to rules related to billing commercial insurance, Medicare, and Medicaid before the claim is billed to Fairfield County Job & Family Services under this agreement.

Current rates and rules regarding Medicaid billing can be found at this site: <https://bh.medicaid.ohio.gov/manuals>"

**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), Integrated Services for Behavioral Health 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, Integrated Services for Behavioral Health will provide an estimate to FCJFS within five business days of the service being provided. FCJFS will provide approval of the estimate within two business days 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, Integrated Services for Behavioral Health 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:** Integrated Services for Behavioral Health shall submit monthly an accurate and detailed invoice including information of all services performed during the previous month to the FCJFS Protective Services. 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, Integrated Services for Behavioral Health 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 Integrated Services for Behavioral Health aware of any billing discrepancies within 15 days of receipt.

Integrated Services for Behavioral 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, Integrated Services for Behavioral Health 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. Integrated Services for Behavioral Health 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. Integrated Services for Behavioral Health 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.

Integrated Services for Behavioral Health 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:

- Date of Service for each specific charge
- Medicaid billing code for the service (when applicable)
- Unit rate and quantity of units per service provided, as well as calculated total for each service
- Total amount due from Agency

Any invoice received outside of 60 days from the date of service will require discussion between Integrated Services for Behavioral Health and FCJFS to determine if payment will be remitted. If grant funded activities are invoiced past the due date and outside the grant funding cycle, these may not be paid. FCJFS has the responsibility to send reminders to Integrated Services for Behavioral Health 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 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 Integrated Services for Behavioral Health. Integrated Services for Behavioral Health will assign appropriate Integrated Services for Behavioral Health 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. Referrals will include an FCJFS any appropriate case-related documents, and appropriate authorizations for the provision of the services. Upon receipt of the referral, the assigned Integrated Services for Behavioral Health staff, or assigned Integrated Services for Behavioral Health support staff will contact the referred client directly within one working day of receiving the referral, (or an identified adult if the individual referred is a youth) to set up the date, time and location of the service. The Integrated Services for Behavioral Health staff will provide directions to the location designated for the initial service. Once an appointment is scheduled, the Integrated Services for Behavioral Health staff will notify the caseworker and supervisor via telephone, E-mail, or fax with the date and time of the appointment. The Integrated Services for Behavioral Health staff, will make at least two (2) attempts within a 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 Integrated Services for Behavioral Health staff will consult with the caseworker to discuss how best to proceed.

Integrated Services for Behavioral Health or assigned staff is required to verify the appointment with the client one to three days before the scheduled appointment. Integrated Services for Behavioral Health or assigned staff will notify the FCJFS caseworker of any change in the appointment or advise FCJFS of any cancellation.

Any referral received by Integrated Services for Behavioral Health that is incomplete (i.e. lacks relevant contact and/or demographic information for the referred party and or the FCJFS employee requesting the referral), will not be accepted by Integrated Services for Behavioral Health and will be returned to the FCJFS Supervisor. Integrated Services for Behavioral Health

may return referrals to FCJFS via US Mail and or personal delivery. Integrated Services for Behavioral Health will contact the FCJFS Supervisor and Caseworker via e-mail to provide notification of the returned referral. The e-mail should include the referred client's SACWIS ID, the name of the FCJFS employee that submitted the referral, and the reason the referral is being returned. FCJFS staff will review all returned referrals and ensure completion of the referral prior to returning the referral to Integrated Services for Behavioral Health.

**11) Client No Shows:** In the event that a client fails to attend a scheduled assessment, post-assessment consultation, and or clinical observation, Integrated Services for Behavioral Health must notify the service team via telephone, e-mail, or fax within twenty-four (24) hours. When a client "no-show" occurs, Integrated Services for Behavioral Health will attempt to contact the client the day of the missed appointment and reschedule the appointment. Following the second client "no-show", Integrated Services for Behavioral Health must contact the FCJFS staff member who made the referral for approval to reschedule the appointment for a third time. 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, Integrated Services for Behavioral Health 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. Integrated Services for Behavioral Health 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 Integrated Services for Behavioral Health standard procedures for release or transfer of any medical records.

**14) Testimony in Court Proceedings:** When legally required or permitted, Integrated Services for Behavioral Health will cooperate with subpoenas by agency attorneys for FCJFS. Integrated Services for Behavioral Health will cooperate and consult with FCJFS Agency Legal Representation and FCJFS Court Administrator as needed in anticipation of testimony. Integrated Services for Behavioral Health will be placed on telephone standby whenever possible to ensure minimal disruption of Integrated Services for Behavioral Health's schedule. Integrated Services for Behavioral Health will cooperate with FCJFS Agency Legal Representation and FCJFS Court Administrator in scheduling court appearances. FCJFS will pay for time consulting with FCJFS Agency Legal Representation and time in court at the rates identified.

**15) 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 U.S. and FCJFS expects our contracted service providers to collaborate with us in



providing culturally competent, effective services to families in a manner that will help FCJFS achieve the high standards established by the CFSR. Integrated Services for Behavioral Health 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.
- Integrated Services for Behavioral Health 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 2: Client Satisfaction:** FCJFS will evaluate all services provided under this agreement for client satisfaction in terms of how well does FCFS staff (service teams, placement staff, and agreement staff) rate the services provided to our clients by Integrated Services for Behavioral Health and Integrated Services for Behavioral Health staff.

**Component 3: Fiscal Practice:** Following reasonable notice to Integrated Services for Behavioral Health, the FCJFS Finance Department may conduct an audit of accounting practices and records at any time during the term of the contract. Specific areas subject to review are:

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

Integrated Services for Behavioral Health will comply with any corrective action plan that results from a fiscal audit.

**16) Confidentiality:** Integrated Services for Behavioral Health 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. Integrated Services for Behavioral Health agrees to adhere to the same standards of confidentiality that apply to the employees of FCFS pursuant to state and federal law. The terms of this "Confidentiality Section" will be included in any subcontracts executed by Integrated Services for Behavioral Health for work under this Agreement.

**17) 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 Integrated Services for Behavioral Health or Integrated Services for Behavioral Health employees be considered agents,

representatives or employees of FCJFS. At all times, Integrated Services for Behavioral Health 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. Integrated Services for Behavioral Health shall at all times be responsible for all of its withholding taxes, Social Security, Unemployment, Worker's Compensation and other taxes and Integrated Services for Behavioral Health shall hold FCJFS, Fairfield County harmless for any claims for same.

**18) Indemnification:** 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. 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 party.

**19) Insurance:** Integrated Services for Behavioral Health shall comply with the laws of the State of Ohio relating to insurance coverage. Integrated Services for Behavioral Health 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: Integrated Services for Behavioral Health 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: Integrated Services for Behavioral Health 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, Integrated Services for Behavioral Health shall maintain workers compensation insurance in the amounts required by the Ohio Bureau of Workers Compensation. In the alternative, Integrated Services for Behavioral Health may be self-insured in accordance with the procedures of the Ohio Bureau of Workers Compensation. Upon request, Integrated Services for Behavioral Health shall provide proof of participation in the Ohio Worker's Compensation program or of self-insurance as described above.
- d) Notice of Changes, Certificates: Integrated Services for Behavioral Health shall not reduce coverage or cancel any insurance coverage or policy except after ninety days (90)

written notice to FCJFS. Integrated Services for Behavioral Health 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 Integrated Services for Behavioral Health or the insurance carrier(s) causes such cancellation, change or amendment. Integrated Services for Behavioral Health 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 Integrated Services for Behavioral Health, which, if not remedied within the thirty-day (30) notice period, shall be cause for termination of this Agreement.

**20) Maintenance of Records/Record Retention:** Integrated Services for Behavioral Health 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, Integrated Services for Behavioral Health shall retain all records until the action is concluded and all issues resolved or the three years (3) have expired, whichever is later.

Integrated Services for Behavioral Health shall maintain all financial records in a manner consistent with Generally Accepted Accounting Principles. Upon reasonable notice by FCFS, 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.

**21) 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 Integrated Services for Behavioral Health 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.

**22) Equal Employment Opportunity:** Integrated Services for Behavioral Health 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.

**23) Compliance Requirements:** The provider shall perform its obligations under this contract 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) Byrd Anti-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).

**24) Child Support Enforcement:** As a condition of receiving an agreement with FCJFS, Integrated Services for Behavioral Health, 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 Integrated Services for Behavioral Health, and any sub-contractor, must also agree to cooperate with FCJFS and any Ohio Child Support Enforcement Agency in ensuring that Integrated Services for Behavioral Health or employees of Integrated Services for Behavioral Health meet child support established under state law.

**25) 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.

**26) 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.

**27) 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 a agreement amendment.

a) This Agreement may be terminated in advance of its specified term by either FCJFS or the Integrated Services for Behavioral Health 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 Integrated Services for Behavioral Health if FCJFS discovers conduct on the part of Integrated Services for Behavioral Health involving illegal activities or comprising the health, safety, or welfare of a child.

c) In the event of termination, Integrated Services for Behavioral Health 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 Integrated Services for Behavioral Health after the effective termination date.

**28) 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.

**29) 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.

**30) 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.

**31) Integrated Services for Behavioral Health Certifications:**

- a) Compliance with all applicable ethics law requirements including without limitations ORC Section 102.04
- b) Integrated Services for Behavioral Health warrants that a finding for recovery has not been issued to Integrated Services for Behavioral Health, by any federal, state or county government.

**32) License:** Integrated Services for Behavioral Health shall maintain all required licenses relating to their specialty and/or other applicable licensing authorities. Integrated Services for Behavioral Health 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 **any** investigation or inquiry into matters that affect or have the potential to affect license or certification status

**33) 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 Integrated Services for Behavioral Health in the performance of this Agreement, shall be the property of FCJFS. During the term of this Agreement, except as provided herein, Integrated Services for Behavioral Health data and records will not be utilized by Integrated Services for Behavioral Health 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 Integrated Services for Behavioral Health without the prior written approval of FCJFS. Subject to applicable law and regulations restricting disclosure of data or records, Integrated Services for Behavioral Health 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 Integrated Services for Behavioral Health any documentation or product which Integrated Services for Behavioral Health 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 Integrated Services for Behavioral Health or any employees of Integrated Services for Behavioral Health without the written permission of FCJFS, except that documents may be copied without written permission if used in connection with Integrated Services for Behavioral Health performance of its obligations under this Agreement. Any requests for copies of written consultation summaries will be discussed with FCJFS prior to releasing. Integrated Services for Behavioral Health will request written permission from FCJFS to release the product prior to releasing to a third-party.

**34) 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 Integrated Services for Behavioral Health and documentation pertaining thereto, including but not limited to source code, which is identified and marked by Integrated Services for Behavioral Health 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 Integrated Services for Behavioral Health written consent.

**35) Trade Secrets:** Notwithstanding anything herein, FCJFS shall not have any ownership interest in, or license to use, any trade secrets of Integrated Services for Behavioral Health, as trade secret is defined in Ohio Revised Code, Title 13, Chapter 1333, Section 1333.61, as amended, provided that Integrated Services for Behavioral Health 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 Integrated Services for Behavioral Health either directly or indirectly, including to the extent that such trade secrets are incorporated into records maintained by Integrated Services for Behavioral Health or its subcontractors.

**36) Business Status:** Integrated Services for Behavioral Health 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.

**37} 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 requested.

**8) 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 Integrated Services for Behavioral Health 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 Integrated Services for Behavioral Health 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.

**39) 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.


*This section intentionally left blank*



IN WITNESS WHEREOF, the parties have executed this Agreement by affixing the signatures of their duly authorized officers.

\_\_\_\_\_  
Corey Clark  
Director, FCJFS  
Date

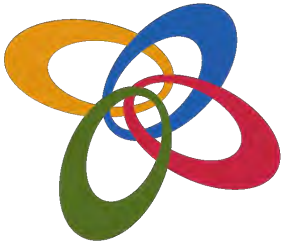
\_\_\_\_\_  
Sarah Fortner  
Deputy Director of Protective Services  
Date

DocuSigned by:  
  
\_\_\_\_\_  
Samantha Shafer  
President & Chief Executive Officer, Integrated Services for Behavioral Health  
Date

\_\_\_\_\_  
Fairfield County Assistant Prosecuting Attorney  
Approved as to form  
Date

\_\_\_\_\_  
**Approved by Resolution by the Fairfield County Administrator**  
\_\_\_\_\_

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



**A Contract regarding Integrated Services for Behavioral Health between Job and Family Services and**

Approved on 10/6/2023 9:52:34 AM by Sarah Fortner, Assistant Deputy Director

Sarah Fortner  
Assistant Deputy Director

---

Approved on 10/9/2023 2:22:49 PM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director  
Fairfield County Job & Family Services

### Cost Analysis

The total cost of the contract is not expected to exceed \$49,000 for one fiscal year.

## 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 the Ohio Revised Code, by selecting one of the boxes below.

- A. ☐ Goods and/or Services in excess of \$50,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. ☐ Goods and/or Services in excess of \$50,000.00—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 \$50,000
  2. ☐ State Term #: \_\_\_\_\_ (copy of State Term Contract must be attached)
  3. ☐ ODOT Term #: \_\_\_\_\_ (See R.C. 5513.01)
  4. ☐ Professional Services (See R.C. 307.86)
  5. ☐ Emergency (Follow procedure under ORC 307.86(A))
  6. ☐ Sole Source (attach documentation as to why contract is sole source)
  7. ☐ Other: \_\_\_\_\_ (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☐ Agreement not subject to Sections A-F (explain): \_\_\_\_\_
- H. ☐ Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. ☐ No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
  2. ☐ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
  3. ☐ Obtained 3 quotes for purchases under \$50,000
  4. ☐ Purchase Order is included with Agreement

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Name and Title

*Sarah Barnell*

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.\***

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor  
210 East Main Street  
Lancaster, Ohio 43130

Fiscal Year 2023

Page: 1 of 1

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

Purchase Order # **23006186 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2023

B  
I  
L  
L  
T  
O

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

Revisions: 000

V  
E  
N  
D  
O  
R

INTEGRATED SERVICES FOR  
BEHAVIORAL HEALTH  
11 GRAHAM DR  
ATHENS, OH 45701

S  
H  
I  
P  
T  
O

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

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
740-594-6807				6702	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
08/21/2023	4103	08/21/2023			JOB & FAMILY SERVICES
NOTES					

## BEHAVIORAL SERVICES

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	BEHAVIORAL SERVICES	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: 08/21/2023

*Carri L. Brown*

Auditor Fairfield County, OH

10/17/2023

Vendor Copy

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**

122

Prosecutor's Approval Page

Resolution No.

A resolution approving the Purchase of Service Agreement between Job & Family Services, Child Protective Services Department and Integrated Services for Behavioral Health.

(Fairfield County Job and Family Services)

Approved as to form on 10/12/2023 10:15:33 AM by Amy Brown-Thompson,



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

Resolution No. 2023-10.17.h

A resolution approving the Purchase of Service Agreement between Job & Family Services, Child Protective Services Department and Integrated Services for Behavioral Health.

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution regarding 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, 2023 through June 30, 2024,

WHEREAS, all parties to the proposed agreement to the effective date of July 1, 2023, even though unavoidable delays in processing resulted in the agreement being presented for formal approval at a later point in time, 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: Jenny Lewis  
cc: JFS / Eligibility Referral Specialist





Dave Thomas  
Foundation  
for Adoption®

Forever Families for Children in Foster Care

July 12, 2023

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

Dear Mr. Clark,

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, 2023 through June 30, 2024. 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. I will sign the contract as soon as the purchase order is signed by the Ohio Department of Job and Family Services, which is expected to occur around July 1, 2023. A signed copy of the executed contract will then be sent to you. 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](mailto: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, 2024 and July 15, 2024. Monthly data will be due no later than the 7<sup>th</sup> of each month (for the previous month) for Wendy's Wonderful Kids adoption recruiters and the 15<sup>th</sup> of each month (for the previous month) for Wendy's Wonderful Kids supervisors via a data-base 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](mailto:Melinda.Haggerty@davethomasfoundation.org) with any questions.

Sincerely,

Rita L. Soronen  
President & CEO



## Grant Agreement

THIS AGREEMENT is effective as of the 1st day of July, 2023, by and between the Dave Thomas Foundation for Adoption (“DTFA”) and Fairfield County Job & Family Services (“Grantee”).

### WITNESSETH:

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

WHEREAS, DTFA has contracted with a state agency (“State” or “ODJFS”) 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 ODJFS in hiring recruiters; and in accordance therewith, DTFA 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 DTFA 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, DTFA is willing to make a grant to Grantee;

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

1. Grant purpose and funding. DTFA 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, 2023 (the “Effective Date”) and shall terminate June 30, 2024 unless terminated sooner pursuant to this Agreement (the “Termination Date”).
2. Finalization goals. Grantee shall use reasonable efforts to achieve a goal of five (5) matches and three (3) finalizations (including reunification, adoption, and guardianship) during the Grant period.
3. Number of recruiters. Grantee shall hire one (1) recruiter(s).
4. Child-focused recruitment. 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.
  - (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 DTFA 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.** Provide specific family service efforts by implementing 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 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, such as relatives, foster parents, caseworkers, attorneys, CASA volunteers, teachers, therapists, mentors, faith-based representatives, extracurricular activity leaders, etc. and maintain regular and on-going contact with the child's network.

(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. Caseload size. Grantee shall ensure that the WWK recruiter(s) maintain active caseloads of twelve to fifteen (12-15) children.

6. Focus population. Grantee shall work with children in Ohio's focus population. The focus population includes children in permanent planned living arrangements, children in the permanent custody of agency 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 program must be under the age of eighteen (18), but the youth can continue to be served after the age of eighteen (18).

7. Access to children and case records. 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 DTFA with documentation of such access. Grantee shall inform DTFA of any changes in the status of access to children or case records within five (5) days of any such change.

8. Outcome improvement plan. In the event that either Grantee or the individual recruiter does not meet the finalization goals set forth above and/or does not implement the child-focused recruitment model with fidelity, DTFA may implement an outcome improvement plan ("OIP") to address these issues. Grantee agrees that it will assist DTFA in developing and following such an OIP. An OIP is intended to provide an opportunity for DTFA 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 that OIPs created by DTFA should not be used as the basis for Grantee's personnel decisions regarding individual WWK recruiters.

9. Service continuity. When a WWK recruiter is absent from their position due to a planned leave or position vacancy, Grantee shall consult with their DTFA Adoption Program Manager to ensure children are served during extended absences.

10. Training. Grantee shall ensure that recruiters, recruiter supervisors, and other Grantee staff members that DTFA 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 DTFA may, at its discretion, provide from time to time.

(a) **Required trainings.**

(i) Launch call. Participate in an initial launch call designed to orient Grantee to the grant requirements.

(ii) Classroom training. DTFA will provide an initial virtual pre-training session and an in-person classroom-based training at DTFA's expense. Any subsequent recruiter or supervisor shall attend the DTFA-provided initial virtual pre-training session and in-person classroom-based training at DTFA's expense.

(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 DTFA Adoption Program Manager as soon as the emergency arises and make arrangements to attend subsequent trainings.

11. Supervision. 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 DTFA 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 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 who have contact with children and families served by WWK have all state and federally required background checks in conformance with applicable law.

13. Data. 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 DTFA to publicly share non-identifying, aggregate data regarding performance and the population of children served by the WWK program.

14. Use or storage of child and family information. 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 DTFA.

(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 DTFA 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 DTFA, 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 DTFA 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 DTFA's discretion. Grantee shall consult with DTFA prior to filling any vacant positions.

16. **Specific requests.** DTFA may periodically communicate specific written requests and instructions to Grantee concerning use of the Grant Funds based on directives received by DTFA from the State relating to fulfillment of the purpose of DTFA's Contract with the State.

(a) Grantee agrees to confer with DTFA 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 DTFA, which timeframe shall be documented in writing.

(b) DTFA and Grantee expressly understand that any requests or instructions will be strictly to ensure the successful completion of the purpose in the State Contract and the 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 DTFA in writing.

(d) Grantee agrees to consult with DTFA as necessary to ensure compliance with any reasonable requests or instructions, and the successful completion thereof.

17. Produced material. 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.

9/28/23

(b) Arrange to have a DTFA-approved acknowledgment affixed to the Product. DTFA 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 DTFA prior to its completion.

18. Copyrights. 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, DTFA, 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) DTFA 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 DTFA activities.

19. Accounting and audit.

(a) Grantee consents to receiving all Grant payments via Automated Clearing House (ACH). Grantee agrees to complete the DTFA 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 DTFA or its designated agent copies of such documents within five (5) business days of DTFA’s request. DTFA or its designated agent, at DTFA’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) DTFA may, at its own expense, monitor, conduct, and evaluate the Project and Grantee's operations. This may include visits by representatives of DTFA to observe Grantee's Project procedures and operations and discussions with Grantee's personnel as DTFA deems necessary. Grantee shall fully cooperate with DTFA and its representatives and provide all necessary assistance to DTFA and its representatives in connection with such evaluation.

(b) Grantee shall provide DTFA 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 DTFA. 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 DTFA in Exhibit 1. The reports shall be in the format as is set forth in Exhibit 2 attached hereto and incorporated herein.

(b) DTFA may, from time to time and at its own expense, visit the Project and attend Project activities. Grantee hereby consents to such visits by DTFA. Grantee further agrees that DTFA may photograph and/or videotape any of the Project activities. Grantee shall fully cooperate with DTFA and provide all necessary assistance to DTFA in connection with such visits.

(c) In conformance with DTFA's obligations through its contract with the State, 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 with regard to the rights of the State and Grantee's records:

(i) ODJFS will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way ODJFS 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 ODJFS determines that certain materials are confidential under federal or state law.

(ii) All ODJFS 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, ODJFS will determine whether the information is public or private. Grantee will restrict the use of any information, systems, or records ODJFS or DTFA 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 ODJFS 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 ODJFS and DTFA. Proprietary information is information that would put Grantee at a competitive disadvantage in Grantee's market place and trade if it were made public. ODJFS and/or DTFA 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 DTFA, 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 DTFA or state and federal government entities that include but are not limited to, ODJFS, 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) Circulars A-110, A-122, and A-133. 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 DTFA, 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 in which Grantee is named as a defendant.

(vi) Grantee agrees to retain all records in accordance to any litigation holds that are provided to them by ODJFS or DTFA, 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 ODJFS or DTFA 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 ODJFS, 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 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. Contact with Wendy's® system. 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 DTFA prior to further engaging with the Wendy's affiliate.

23. Public reporting, use of trademarks.

(a) Grantee shall follow all guidelines and procedures for using the DTFA name or logo as outlined in the "Brand Guidelines for WWK Agencies" document consistent with Exhibit 4, attached hereto and incorporated herein.

(b) Grantee may present information on the WWK program at conferences, trainings, or other formal presentations with prior approval from DTFA. Grantee must provide DTFA 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 DTFA’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 DTFA in all of its published materials (including press releases) which refer to the project. In all public statements referring to DTFA, Grantee shall refer to DTFA as “the Dave Thomas Foundation for Adoption” and shall refer to DTFA 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 immediately inform DTFA 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 DTFA 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.

(e) Grantee hereby authorizes DTFA 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 DTFA copies of all papers, brochures, training materials, and other informational materials which it produces that are related to the Project.

(f) Grantee shall make no use whatsoever of the name “Wendy’s” or any trademarks or logos associated therewith without approval of DTFA. Notwithstanding the foregoing, Grantee may, after obtaining DTFA’s prior written approval as required pursuant to subparagraph (c) hereof, indicate that it has received funding from DTFA.

24. Grantee’s insurance and Grantee’s indemnification and hold harmless of DTFA.

(a) Grantee shall keep itself and the Project insured, in amounts and with coverage satisfactory to DTFA, against liability on account of injury or death to persons or damage to property and under all applicable worker’s compensation laws. Grantee shall furnish a certificate of each such policy to DTFA that contains the agreement by the insurer that no change shall be made to the policy, nor shall the policy be canceled, without the insurer first giving thirty (30) days’ prior written notice to DTFA. Said policy shall list DTFA as an additional insured for any acts of Grantee.

(b) 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. 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.

25. 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 DTFA 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 DTFA solely to exempt purposes specified in Section 170(c)(1) and Section 170(c)(2)(B) of the Code.

26. Termination of the Grant. Any portion of the Grant unexpended at the completion of the Project may be extended only by DTFA, in its sole discretion, or shall be returned to DTFA within thirty (30) days thereof. DTFA 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 DTFA'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) DTFA determines in its sole and absolute discretion that DTFA 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) DTFA'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 DTFA with respect to the events described in clause (c), Grantee shall repay to DTFA 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, were disbursed by Grantee in a manner inconsistent with this Agreement.

27. Limitation, changes. DTFA 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 DTFA's prior written approval, which may be withheld by DTFA in its sole discretion.

28. Grantee agreements, certification and compliance. 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 DTFA relied in entering into this Agreement:

(a) 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.

(b) Grantee shall inform DTFA of any changes of the Project's personnel within five days of any such change.

(c) If Grantee's program involves an advisory committee, Grantee shall advise DTFA of the membership of such committee as soon as it is constituted and shall notify DTFA of all meetings in advance. DTFA 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 (d), this Agreement will be considered *void ab initio* and DTFA will deliver written notice to Grantee. Any funds the State of Ohio paid Grantee for work performed before Grantee received notice that the Agreement is *void ab initio* will be immediately repaid or DTFA or the State of Ohio may commence an action for recovery against Grantee.

(i) **Federal debarment requirements.** 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 federal agency. Grantee also affirms that within three (3) years preceding this Agreement neither Grantee nor any of its principals:

1. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property; or

2. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any federal, state, or local, public transactions terminated for cause or default.

(ii) **Qualifications to conduct business.** Grantee affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Contract period Grantee, for any reason, becomes disqualified from conducting business in the State of Ohio, Grantee will immediately notify DTFA in writing and will immediately cease performance of all Deliverables.

(iii) **Unfair labor practices.** Grantee affirms that neither Grantee nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify Grantee as having more than one (1) unfair labor practice contempt of court finding.

(iv) **Finding for recovery.** Grantee affirms that neither Grantee nor its principals or subcontractors, is subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio. Grantee will incorporate the foregoing requirements of this Paragraph in all of its subgrants or subcontracts for any of the work prescribed herein.

(e) If at any time Grantee is not in compliance with the conditions affirmed in this Section (e), DTFA 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 (e). Any Grant funds paid for work performed during a period when Grantee was not in compliance with this Section will be immediately repaid or DTFA and/or ODJFS may commence an action for recovery against Grantee.

(i) **Americans with disabilities.** Grantee, its officers, employees, and members hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Grantee will incorporate

the foregoing requirements of this Paragraph in all of its subgrants or subcontracts for any of the work prescribed herein.

(ii) **Fair labor standards and employment practices.**

1. Grantee certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices, including ORC 125.111 and all related Executive Orders.

2. In carrying out this Agreement, Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, religious beliefs, political affiliation, creed, HIV/AIDS status, ethnicity, sex, age, national origin, ancestry, disability, sexual orientation, gender, gender identity, gender expression, pregnancy, marital status, familial status, veteran/military status, predisposing genetic characteristics, domestic violence victim status, prior arrest, or any other characteristics protected by applicable law in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion demotion, rate of compensation, and eligibility for in-service training programs.

3. Grantee agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.

4. If applicable, Grantee agrees to comply with the provisions of Equal Employment Opportunity Clause (41 CFR Part 60), the Davis-Bacon Act (40 USC 3141-3148), the Copeland Act (40 USC 3145), and the Contract Work Hours and Safety Standards Act (40 USC Chapter 37), regarding labor standards for federally assisted construction contracts. If applicable, Grantee agrees to comply with ORC Chapter 4115 and corresponding Ohio Administrative Code rules.

5. Grantee will incorporate the foregoing requirements of this Paragraph (ii) in all of its subgrants or subcontracts for any of the work prescribed herein.

(iii) **Ethics and conflicts of interest laws.**

1. Grantee certifies that by executing this Contract, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws. Grantee further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or Executive Orders.

2. Grantee agrees to refrain from promising or giving to any ODJFS employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. Grantee further agrees that it will not solicit any ODJFS employee to violate ORC 102.03, 2921.42, or 2921.43.

3. Grantee agrees that Grantee, its officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of Grantee's functions and responsibilities under this Agreement. If Grantee, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, Grantee agrees it will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215-3414 and to DTFA at 4900 Tuttle Crossing Blvd. Dublin, Ohio 43016. Grantee further agrees that the person with the conflicting interest will not participate in any Deliverables until ODJFS determines that participation would not be contrary to public interest.

(iv) **Lobbying restrictions.**

1. Grantee affirms that no federal funds paid to Grantee by DTFA through this Agreement or any other agreement have been or will be used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. Grantee further affirms compliance with all federal lobbying restrictions, including, 31 USC 1352. If this Contract 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, and is in compliance with 45 CFR 2543.87 the Byrd anti-lobbying amendment.

2. Grantee certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.

(v) **Child support enforcement.** Grantee agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that Grantee and its employees meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable sections of ORC Chapters 3119, 3121, 3123, and 3125.

(vi) **Pro-Child Act.** If any Deliverables call for services to minors, Grantee agrees to comply with the Pro-Children Act of 1994; Public Law 103-277, Part C – Environment Tobacco Smoke that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of eighteen (18).

(vii) **Drug-free workplace.** Grantee, its officers, employees, members, any subcontractors and/or any independent contractors (including all field staff) associated with this Contract agree to comply with all applicable state and federal laws, including, but not limited to, 41 USC Chapter 10, regarding a drug-free workplace. Grantee will make a good faith effort to ensure that none of Grantee's officers, employees, members, or subgrantees will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property. Grantee will incorporate the foregoing requirements of this Paragraph in all of its subgrants or subcontracts for any of the work prescribed herein.

(viii) **Work programs.** Grantee agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.

(ix) **MBE/EDGE.** Pursuant to the Governor's Executive Order 2008-13S, Grantee agrees to purchase goods and services under this Contract from certified Minority Business Enterprise ("MBE") and Encouraging Diversity, Growth, and Equity ("EDGE") vendors whenever practicable. Grantee agrees to encourage any of its subgrantees or subcontractors to purchase goods and services from certified MBE and EDGE vendors. In accordance with 2 CFR 200.321, Grantee agrees to take affirmative steps to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible.

(x) **Expenditure of public funds for offshore services—Executive Order requirements.**

1. Grantee certifies that by executing this Agreement, it has reviewed, understands, and will abide by the Ohio Governor's Executive Orders 2019-12D and 2022-02D and shall abide by those requirements in the performance of this Contract, and shall perform no services required

under this Contract outside of the United States. Grantee further affirms that no services from or investments in Russian institutions or companies will be purchased under this contract.

2. Prior to performing any services, and when there is a change in the location of any services provided under this Agreement, Grantee must disclose:

- (a) The location(s) where all services will be performed by Grantee or any subcontractor;
- (b) The location(s) where any state data associated with any of the services through this Contract will be accessed, tested, maintained, backed-up, or stored; and
- (c) The principal location of business for the contractor and all subcontractors.

3. Grantee also affirms, understands, and agrees to immediately notify ODJFS and DTFA of any change or shift in the location(s) of services performed by Grantee or its subcontractors under this Agreement, and no services shall be changed or shifted to a location outside of the United States.

4. Termination, sanction, damages: DTFA is not obligated and shall not pay for any services provided under this Agreement that Grantee or any of its subcontractor performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Agreement, and Grantee shall immediately return to DTFA all funds paid for those services. In addition, if Grantee or any of its subcontracts perform any such services outside of the United States, DTFA may, at any time after the breach, terminate this Agreement for such breach, upon written notice to Grantee. If DTFA terminates the Agreement, DTFA or ODJFS may buy substitute services from a third party, and may recover the additional costs associated with acquiring the substitute services.

(xi) **Combatting trafficking in persons.**

1. Grantee agrees that it is in compliance with the Federal Acquisition Regulation (FAR) for Combatting Trafficking in Persons, 48 CFR Subpart 22.17, in which “the United States Government has adopted a zero tolerance policy regarding trafficking in persons.” The provisions found in 48 CFR Subpart 52.22, specifically Subpart 52.222.50 are hereby incorporated into this Agreement by reference.

2. Grantee, its employees, its subcontractors, or subcontractor’s employees are prohibited from the following activities:

- (a) Engaging in severe forms of trafficking in persons during the performance of this Agreement;
- (b) Procuring commercial sex acts during the period of performance of the Agreement; or
- (c) Using forced labor in the performance of the Agreement.

3. Grantee agrees that it shall notify its employees and require all of its subcontractors to notify their employees, of the prohibited activities described in the preceding paragraph.

4. DTFA has the right to immediately and unilaterally terminate this Agreement if any provision in this Section is violated and DTFA may implement Section 106(g) of the Trafficking in Persons Victims Protection Act of 2000, as amended (22 USC 7104).

(xii) **Civil rights assurance.** The Grantee hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.).

(xiii) **Clean Air Act and Federal Water Pollution Control Act.** Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Contract Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Regional Office of the United States Environmental Protection Agency (USEPA) and ODJFS.

(xiv) **Energy Policy and Conservation Act.** Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act in accordance with 42 U.S.C. 6201. Violations must be reported to the Regional Office of the USEPA and ODJFS.

(xv) **Solid waste disposal.** Grantee agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the USEPA at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 of the value of the quantity acquired during the preceding federal fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the USEPA guidelines.

(xvi) **Rights to inventions.** If applicable, if any products or services under this Agreement meet the definition of “funding agreement” under 37 CFR 401.2(a), and Grantee enters into a subcontract or subgrant with a small business firm or nonprofit organization regarding the substitution of parties or performance of experimental, developmental, or research work under that funding agreement, the Grantee must comply with the requirements of 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any applicable federal and state regulations.

(xvii) **Certification of compliance.** Grantee certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.

29. **Subcontracting.** Subcontracting of Grantee’s services under this Agreement is subject to the approval of DTFA. Any subcontracts for Grantee’s services under this Agreement shall be approved in writing by DTFA prior to execution. Subcontracting of Grantee’s services is subject to Section 30 of this Agreement regarding Assignment.

30. **Assignment.** Grantee may not assign this Agreement, the Grant, or any rights or obligations contained in this Agreement.

31. **Independent contractor.** Grantee agrees that no agency, employment, joint venture, or partnership has been or will be created between DTFA and Grantee. Grantee further agrees that as an independent contractor, it assumes all responsibility for any federal, state, municipal, or other tax liabilities along with worker’s compensation, unemployment compensation, and insurance premiums that may accrue as a result of funds received pursuant to this Agreement. Grantee agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, the Internal Revenue Code, state tax law, workers’ compensation law, and unemployment insurance law.



32. 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.

33. Notices. 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 26 of this Agreement shall be sent by certified or registered mail, return receipt requested, and with all postage prepaid, addressed as follows:

If to DTFA:

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.

34. Headings. 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.

35. Savings clause. 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.

36. 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. DTFA 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 DTFA.

37. Authorization. The individual executing this Agreement on behalf of Grantee hereby represents that he/she 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 DTFA on the terms and conditions contained in this Agreement.

38. Counterparts, facsimile. 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. DTFA 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: 

Date 9/28/23

Name: Rita L. Soronen  
Title: President & CEO

(GRANTEE)

By: \_\_\_\_\_

Date \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

# 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](mailto:wwk@davethomasfoundation.org):**

- January 15, 2024 (for July 2023 – December 2023)
- July 15, 2024 (for January 2024 – June 2024)

**Recruiter Monthly Statistical Online Database Reports due:**

- August 7, 2023
- September 7, 2023
- October 7, 2023
- November 7, 2023
- December 7, 2023
- January 7, 2024
- February 7, 2024
- March 7, 2024
- April 7, 2024
- May 7, 2024
- June 7, 2024
- July 7, 2024

**Supervisor Monthly Statistical Online Database Review due:**

- August 15, 2023
- September 15, 2023
- October 15, 2023
- November 15, 2023
- December 15, 2023
- January 15, 2024
- February 15, 2024
- March 15, 2024
- April 15, 2024
- May 15, 2024
- June 15, 2024
- July 15, 2024

# Exhibit 2

## Report Forms

### Bi-Annual Narrative Outline

#### Mid-Year Narrative Report

Agency Name:  
Site Name(s):  
Date Submitted:  
Reporting Period:

#### Directions:

- Please 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 to [wwk@davethomasfoundation.org](mailto:wwk@davethomasfoundation.org).
- Please provide one report per agency
- This report is to be provided on a bi-annual basis until the last reporting period of your agreement.
- Scaling states should submit one report for each WWK team.

Agency Goals:  
Match goal with outcomes for the 6-month reporting period

■

Adoption goal with outcomes (adoption/guardianship/reunification) for the 6-month reporting period

■

#### Child-focused recruitment example:

For non-scaling states, please share one example *per recruiter*. For scaling states, please share one story *per team*. Examples should provide specific details of child-focused recruitment efforts (diligent search and outreach to people in the child's network; adoption assessment; adoption preparation; engagement with the child's network). If the example is of a child who has achieved legal permanency in this reporting period (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.).

■

**Barriers:** Discuss any systemic barriers that the recruiter or team is currently experiencing that impedes 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 DTFA can offer additional assistance or support. \*Note:

Supervisors should consistently monitor monthly visits reported in the WWK database using the Child Portfolio report.

■

**Budget:** Using your approved budget's Bi-Annual Report template, compare the approved line-item budget with actual mid-year expenditures. If applicable, please describe any significant variances in the budget line items. Please remember that unspent funds must be returned to the Foundation. 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.

Salary:

■

Benefits:

■

Offices supplies/equipment:

■

Travel:

■

Summit:

■

Recruitment Activities:

■

**Once completed, submit the narrative and financial reports (Bi-Annual report tab of the approved budget completed with actual expenditures) to [wwk@davethomasfoundation.org](mailto:wwk@davethomasfoundation.org).**

By signing below, or typing my name, I acknowledge that I have reviewed the narrative report before its submission.

**Supervisor signature:**

Name: \_\_\_\_\_

Date

**Recruiter signature(s):**

Name: \_\_\_\_\_

Date

Name: \_\_\_\_\_

Date

## Year-End / End of Agreement Bi-Annual Report

**Agency Name:**

**Site Name(s):**

**Date Submitted:**

**Reporting Period:**

9/28/23

**Directions:**

- Once completed, submit the narrative and financial reports to: [wwk@davethomasfoundation.org](mailto:wwk@davethomasfoundation.org).
- Please provide one report per agency
- The report is to be provided one time, reflecting total costs for the full agreement period

**Agency Goals:**

Match goal with year-end outcomes

■

Adoption goal with year-end outcomes (adoption/guardianship/reunification)

■

**Budget:** Using your approved budget template's Bi-Annual Report tab, compare the approved line item budget with actual expenditures, for your year-end financial report. If applicable, please describe any significant variances in the following line items. Please note that unspent funds must be returned to the Foundation. 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. Your agency will be invoiced as applicable.

Salary:

■

Benefits:

■

Offices supplies/equipment:

■

Travel:

■

Summit:

■

Recruitment Activities:

■

**Once completed, submit both the narrative and final budget reports to [wwk@davethomasfoundation.org](mailto:wwk@davethomasfoundation.org).**

By signing below, or typing my name, I acknowledge that I have reviewed the narrative report before its submission.

**Supervisor signature:**

Name: \_\_\_\_\_

Date

**Recruiter signature(s):**

Name: \_\_\_\_\_

Date

Name: \_\_\_\_\_

Date

***Revised March 2022***

# 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/President & CEO: \_\_\_\_\_

Grantee/Organization: \_\_\_\_\_

Date: \_\_\_\_\_

## **Exhibit 4**

### **Brand Guidelines Acknowledgment**

DTFA 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 DTFA logo and brand are represented consistently and with DTFA's prior knowledge. Grantees must submit drafts of all publicity and promotional materials to DTFA for approval before they are printed or distributed in accordance with DTFA'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.

Executive Director/President & CEO: \_\_\_\_\_

Agency/Organization: \_\_\_\_\_

Date: \_\_\_\_\_

## **Exhibit 5**

### **Grantee Budget**

Agency Name	Fairfield County JFS
Grant Period	July 01, 2023 thru June 30, 2024
Number of Recruiters	1

Description	Budget	
	Amount	%
Total Grant Amount	75,000	
Recruiter Costs (up to \$75,000 per recruiter)	75,000	
Salary of the Recruiter	51,636	68.8%
Recruiter Benefits	4,234	5.6%
Total Personnel Costs	55,870	74.5%
Offices Supplies/Equipment	2,201	2.9%
Travel Expenses	14,479	19.3%
Child-Focused Recruitment	2,450	3.3%
Total Direct Costs	75,000	100.0%
Total Indirect Costs (Administrative, Infrastructure, Other Indirect)	-	0.0%
Supervisor Costs (up to \$20,000 per recruiter)	-	0.0%
Must equal zero	-	100%

## Dave Thomas Foundation for Adoption Wendy's Wonderful Kids Budget Template

**Agency Name** Fairfield County JFS

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	1,032	Cell phone cost of \$50.86 per month and data plan for surface pro at \$35.10 per month for 12 months (\$1031.52)
Internet Service		
Printing	1,169	Copier yearly maintenance cost is \$1169
<b>TOTAL OFFICE SUPPLIES/EQUIP.</b>	<b>2,201</b>	

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 JFS

Number of Recruiters 1

Budget Item: Travel Expenses

Specific Item	Total Budgeted Amount Per Recruiter	Only budget for those items that are necessary to implement child-focused recruitment. Allocation methods are required.
Reimbursable Miles	21,202	Calculated distance for face to face with each youth on current caseload monthly
Standard Rate per mile	0.655	Not to exceed the IRS Standard Rate
Mileage Reimbursement	13,887	
WWK Summit		
Travel	102	Mileage to Summit + \$20 per day parking for 3 days
Hotel	420	\$210 per Recruiter for two night stay
Meals	70	\$35 per meal per recruiter for 2 nights
Other Expenses		
Additional work-related travel expenses (car rentals, tolls, etc.)		
TOTAL TRAVEL	14,479	

Enter the standard reimbursement rate for your organization in cell **C16**. This amount shall not exceed the IRS standard rate.

Summit Travel: Hotel costs should be budgeted at \$210 per night for two nights. Travel funds allocated for Summit must be returned if the Summit is canceled, hosted virtually or the recruiter did not attend when held in-person.

If your agency has additional work-related travel expenses, please provide details and the allocation method used to determine each expense.

Dave Thomas Foundation for Adoption  
Wendy's Wonderful Kids  
Budget Template

Agency Name Fairfield County JFS

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: Search Engine costs	1,200	\$100 per month for diligent search for youth on Recruiter caseload. Recruiter on agency's Lexis/Nexis contract
Meeting to engage the youth's personal network for recruitment efforts		
Relationship Building: Recruiter/Youth	1,000	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). Support relationship building for five youth and their matches (\$50 per match) (meals and other activities for youth and match to participate in)
Youth/Potential Adoptive Families	250	
Recruiter/Custodial Organization		
TOTAL RECRUITMENT	2,450	NOT TO EXCEED \$3,000 PER RECRUITER FOR FULL-TIME RECRUITER

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.



Dave Thomas Foundation for Adoption  
Wendy's Wonderful Kids  
Budget Template

Agency Name Fairfield County JFS

Number of Recruiters 1

Budget Item: Indirect Expenses

Specific Item	Total Budgeted Amount Per Recruiter	Allocation methods are required
Administrative Costs	-	
Office Infrastructure	-	
Other Indirect Costs (attach supporting documents)	-	
TOTAL INDIRECT EXPENSES	-	NOT TO EXCEED 10% OF GRANT AMOUNT

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.

**Dave Thomas Foundation for Adoption  
Wendy's Wonderful Kids  
Budget Template**

**WWK Site** Fairfield County JFS

**Number of Recruiters** 1

**Budget Item:** Supervisor Costs

	Total Budgeted Amount Per Site	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.
<b>PERSONNEL COSTS</b>		
Salary		
Benefits		
<b>TOTAL PERSONNEL COSTS</b>	-	
<b>OFFICE SUPPLIES</b>		
Office Supplies		
Telephone/Cell Phone Expense		
Internet Service		
Printing		
<b>TOTAL OFFICE SUPPLY COSTS</b>	-	
<b>TRAVEL</b>		
Reimbursable Miles		
Standard Rate per mile		Not to exceed the IRS Standard Rate
Mileage Reimbursement	0	
WWK Summit		
Travel		
Hotel		
Meals		
Other Expenses		
<b>TOTAL TRAVEL COSTS</b>	-	
<b>TOTAL SUPERVISOR COSTS</b>	-	<b>NOT TO EXCEED \$20,000 PER RECRUITER</b>

Travel must be specific to child-focused recruitment needs

Dave Thomas Foundation for Adoption  
Wendy's Wonderful Kids  
Budget Template

Agency Name

Fairfield County JFS

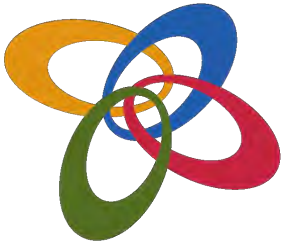
Number of Recruiters

1

Explanation of Agency Absorbed Expenses

Line Item	Please add any costs that your agency may absorb related to the grant per line item. This information helps us determine the actual cost of the program at your agency.
Recruiter Costs	
Recruiter Salary	
Recruiter Benefits	
Offices Supplies/Equipment	
Travel Expenses	
Recruitment Activities	
Indirect Costs	
Supervisor Costs	
Total Program Costs	-

For DTFA information only. This information does not link to the budget.



**A Contract regarding Wendy's Wonderful Kids Grant 2023-2024 between Job and Family Services and**

Approved on 10/6/2023 9:48:25 AM by Sarah Fortner, Assistant Deputy Director

Sarah Fortner  
Assistant Deputy Director

---

Approved on 10/9/2023 2:22:29 PM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director  
Fairfield County Job & Family Services



Entity Validation Processing [Show Details](#)

Sep 26, 2023



See All Alerts

Planned Maintenance Schedule [Show Details](#)

Apr 3, 2022



 Sign In

Home   Search   Data Bank   Data Services   Help

Search

Exact Phrase

e.g. 1606N020Q02

Select Domain

All Domains



Filter By



Keyword Search

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

Simple Search

Search Editor

☐ Any Words 

☐ All Words 

☒ Exact Phrase 

e.g. 1606N020Q02

"Wendy's Wonderful Kids" 

Federal Organizations

Enter Code or Name 



Status

☒ Active

☐ Inactive  
10/17/2023



162

Reset ↺



# No matches found

Your search did not return any results.

To view Entity Registrations, you must sign in.

Sign In

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

Yes

Go Back



Feedback

## Our Website

[About This Site](#)

[Our Community](#)

[Release Notes](#)

[System Alerts](#)

## Policies

[Privacy Policy](#)

[Disclaimers](#)

[Freedom of Information Act](#)

[Accessibility](#)

## Our Partners

[Acquisition.gov](#)

[USASpending.gov](#)

[Grants.gov](#)

[More Partners](#)

## Customer Service

[Help](#)

[Check Entity Status](#)

[Federal Service Desk](#)

[External Resources](#)

[Contact](#)



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



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

Auditor of State - Unresolved Findings for Recovery Certified Search

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

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

Contractor's Information:

Name: ,  
Organization: **Wendy's Wonderful Kids**  
Date: **10/3/2023 9:42:57 AM**

This search produced the following list of **6** possible matches:

Name/Organization	Address
Bowens, Michelle	122 Woodhill Drive
McCowen, Jr., Earnest	4461 Spruce Creek Drive, Apt. 5
Owen, Robert	13 Forestdale Avenue
Owens, Robert	13 Forestdale Avenue
Owens, Sherran	1904 Lennox Avenue
Owens, Art	1039 Starling Rd.

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).

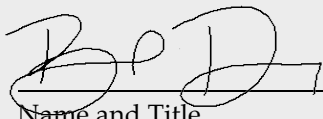
Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or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

## 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 the Ohio Revised Code, by selecting one of the boxes below.

- A. ☐ Goods and/or Services in excess of \$50,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. ☐ Goods and/or Services in excess of \$50,000.00—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 \$50,000
  2. ☐ State Term #: \_\_\_\_\_ (copy of State Term Contract must be attached)
  3. ☐ ODOT Term #: \_\_\_\_\_ (See R.C. 5513.01)
  4. ☐ Professional Services (See R.C. 307.86)
  5. ☐ Emergency (Follow procedure under ORC 307.86(A))
  6. ☐ Sole Source (attach documentation as to why contract is sole source)
  7. ☐ Other: \_\_\_\_\_ (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☐ Agreement not subject to Sections A-F (explain): \_\_\_\_\_
- H. ☐ Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. ☐ No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
  2. ☐ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
  3. ☐ Obtained 3 quotes for purchases under \$50,000
  4. ☐ Purchase Order is included with Agreement

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.



Fiscal Supervisor

Name and Title

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



Prosecutor's Approval Page

Resolution No.

A resolution regarding 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 10/12/2023 10:11:17 AM by Amy Brown-Thompson,



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

Resolution No. 2023-10.17.i

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.