Regular Meeting #45 - 2025
Fairfield County Commissioners' Office
October 21, 2025

Review Meeting

The Commissioners met at 9:00 a.m. in the Commissioners Hearing Room located at 210 E. Main St., Lancaster, OH. Commissioner Fix called the meeting to order, and the following Commissioners were present: Jeff Fix, Steve Davis and David Levacy. Also present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Information and Communications Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Budget Officer, Staci Knisley; Sheriff, Alex Lape; EMA and Facilities Director, Jon Kochis; Seargent James Williams; Sheriff's Deputy, Kevin Romine; IT Director, Dan Neeley; JFS Director, Corey Clark; Recorder, Lisa McKenzie; Soil and Water Manager, Nikki Drake; Treasurer, Jim Bahnsen; Auditor, Dr. Carri Brown; Engineer, Jeremiah Upp; Assistant Prosecuting Attorney, Amy Brown-Thompson; Deputy JFS Director, Heather O'Keefe; Utilities Director, Tony Vogel; Economic & Workforce Development Director, Rick Szabrak; Interim RPC Director, Holly Mattei; and Economic Development Specialist, Anthony Iachini. Also in attendance: Chris Snider, Garrett Davis, Sherry Pymer, Beverly Sturm, and Betty Bennett.

Virtual attendees: Rochelle Menningen, Josh Horacek, Ashley Arter, Lynette Barnhart, Steven Darnell, David Uhl, Deborah, Lori Hawk, Jessica Murphy, Shannon Ward, Andy Robberts, Sean Byrne, Andrew Hinton, Shelby Hunt, Jason Grubb, Vince Carpico, Stacy Hicks, Greg Forquer, Lori Lovas, Jim, Abby King, Jim Bahnsen, Jeff Barron, Britney Lee, Jerry Starner, Joe Ebel, Leighann Adams, Baylie Blevins, Bayley Fields, Brian Wolfe, and Lisa Rector.

Welcome

Commissioner Fix opened the meeting by welcoming everyone in attendance.

Public Comments

Beverly Elder of Lockbourne thanked the commissioners for their support of the Fairfield County Fair. She spoke on her family lineage and their community involvement in Fairfield County.

Legal Update

None.

County Administration Update

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

Week in Review

October 28, 2025, Commissioner Meetings

The Commissioners will meet for their Review and Regular Meeting, next week, October 28th, at 1:00 p.m. The meeting will be held here, in the Hearing Room. The Budget Hearing will begin at 9:00 a.m. at that same day.

2026 Meeting Dates

During next week's voting portion of the meeting, the Commissioners will have a resolution to approve their 2026 Meeting Dates, times, and locations. This will include their regular meetings. State of the County, Leadership Conference, Roundtables, and Budget Hearing dates.

DD Appointments

The Fairfield County Board of Developmental Disabilities has three board appointments expiring on December 31st, Kellie Smith, Jessica Roth, and Becky Schaade. Dr. Uhl has emailed the Commissioners' Office and would like all three reappointed for a term beginning January 1, 2026, and ending December 31, 2029.

Highlights of Resolutions

Administrative Approvals

The review packet contains a list of administrative approvals.

Resolution Review

There are 22 resolutions on the agenda for the Regular voting meeting.

Resolutions of note:

- Economic and Workforce Development has two resolutions on the agenda. The first is a resolution authorizing an Enterprise Zone agreement between Fairfield County and Vantage Data Centers and authorizing a school compensation agreement. The second resolution is to authorize an escrow agreement between the county, the Village of Millersport, North Valley Bank, and Vantage Data Centers.

  Rick Szabrak stated the resolution for the enterprise agreement allows Vantage Data Centers to power the data center without taking away electricity from the power grid. Under the escrow agreement, legal fees and other costs will be covered by Vantage Data Centers. Szabrak stated the agreement is a opportunity for the Village of Millersport and the two area school districts.

- The Engineer's Office has a resolution to authorize a Road Usage Agreement between Fairfield County and the Ohio Power Company.
- Facilities has a resolution to approve an easement for natural gas services at the airport.

  Jon Kochis stated the resolution will allow natural gas to be provided to the new hangar.

- IT has a resolution to approve cybersecurity consulting services for 2025, 2026, and 2027, with Schneider Downs & Co, Inc.
- The Sheriff's Office has two resolutions approving the disposal of six disabled vehicles.
- Community Action has a resolution to approve the 4th quarter budget revisions for the CFLP Solid Waste District Recycling Services Contract.

Budget Review

There was no Budget Review.

Calendar Review/Invitations Received

Informational Items

- Lancaster Fairfield Community Action Agency Board of Directors Meeting, October 23, 2025, 11:00 a.m., Virtual
- CFLP Solid Waste District Board of Directors Meeting, October 24, 2025, 9:00 a.m., Don Hill County Administration Building, 20 S. Second St., Newark

Correspondence

- Lancaster Eagle Gazette, October 13, 2025, Jane Imbody, "Ohio University Lancaster and Fairfield County Boost Manufacturing Talent"

Updates from Elected Officials and Department Heads

Sheriff Lape stated he and other law enforcement personnel from the area participated in law enforcement technologies coursework at Ohio University Lancaster.

Holly Mattei stated RPC is getting ready to solicit proposals from villages and townships for neighborhood revitalization grant programs.

Recorder McKenzie stated an oil and gas corporation had reached out to her office for records.

Garrett Davis of Fairfield County United Way stated the United Way campaign is approaching their goal and urged county departments to submit their pledge forms.

Engineer Upp spoke about presentations provided by his office and added that they will also have presentations on chainsaw safety and road safety.

Auditor Brown stated the county's investment income has increased by $480,000. She added that her team met the October 15th deadline for the tax abstract, they are underway with the "Making Numbers Count" seminar and are conducting township and village training. She further added that she recently presented at the Pickerington Chamber and will attend the "Take Back the Night Event".

Nikki Drake spoke about the upcoming DEI takeback event at the Violet Township Service Center.

Tony Vogel spoke about contracts that the Utilities department is working on.

Rick Szabrak thanked Amy Brown-Thomson for her assistance with legal documents for the Vantage Data Center. He added that he attended an annual summit where Fairfield County Economic and Workforce Development was a finalist for an award due to their assistance with Pixelle employees in Chillicothe.

Jon Kochis stated the Workforce Center project and a couple other projects are coming to completion and Veterans Services will relocate to the Levacy Center on October 27th.

Dan Neeley stated that employee cybersecurity training is 73% complete.

Corey Clark reported that JFS had 63 employers at the job fair.

Old Business

Commissioner Davis stated he is looking forward to volunteering with the Lancaster Festival.

Commissioner Levacy spoke about his focus on the November 13th Veterans Hall of Fame event where he is honored that General Harris will be the keynote speaker.

Commissioner Fix stated that MORPC posted a subset of the housing study and that he will be meeting with the Columbus Partnership on the topic.

New Business

None.

Regular (Voting) Meeting

The Commissioners continued to the Regular/Voting portion of the meeting, and the following Commissioners were present: Jeff Fix, Steve Davis and David Levacy. Also present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Information and Communications Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Budget Officer, Staci Knisley; Sheriff, Alex Lape; EMA and Facilities Director, Jon Kochis; Seargent James Williams; Sheriff's Deputy, Kevin Romine; IT Director, Dan Neeley; JFS Director, Corey Clark; Recorder, Lisa McKenzie; Soil and Water Manager, Nikki Drake; Treasurer, Jim Bahnsen; Auditor, Dr. Carri Brown; Engineer, Jeremiah Upp; Assistant Prosecuting Attorney, Amy Brown-Thompson; Deputy JFS Director, Heather O'Keefe; Utilities Director, Tony Vogel; Economic & Workforce Development Director, Rick Szabrak; Interim RPC Director, Holly Mattei; and Economic Development Specialist, Anthony Iachini. Also in attendance: Chris Snider, Garrett Davis, Sherry Pymer, Beverly Sturm, and Betty Bennett.

Virtual attendees: Rochelle Menningen, Josh Horacek, Ashley Arter, Steven Darnell, David Uhl, Deborah, Lori Hawk, Jessica Murphy, Shannon Ward, Andy Robberts, Andrew Hinton, Shelby Hunt, Jason Grubb, Vince Carpico, Stacy Hicks, Greg Forquer, Lori Lovas, Jim, Jim Bahnsen, Britney Lee, Jerry Starner, Joe Ebel, Leighann Adams, Baylie Blevins, Bayley Fields, Brian Wolfe, and Lisa Rector.

Pledge of Allegiance

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

Announcements

Bennett Niceswanger stated that the resolution for Information Technology incorrectly lists the title of the resolution as an administrative approval but contains the correct language for a resolution. He added that he would correct the title of the resolution once it was read.

Approval of Minutes for October 14, 2025

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the Minutes for the Tuesday, October 14, 2025, meeting.

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

<u>Approval of Budget Hearing Minutes for October 14, 2025</u>

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the Budget Hearing Minutes for the Tuesday, October 14, 2025, meeting.

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

<u>Approval of Resolutions from the Fairfield County Board of Commissioners</u>

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

2025-10.21.a A resolution to appropriate from unappropriated in major expenditure object categories for 911 Wireless Fund# 2683

2025-10.21.b A resolution to approve to appropriate from unappropriated into a major expense category for the State Infrastructure Bank (SIB) Loan Basil Wester Fund# 4917.

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

<u>Approval of a Resolution from the Fairfield County Board of Elections</u>

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

2025-10.21.c A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category –Fund 1001, General Fund

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

<u>Approval of Resolutions from Fairfield County Economic & Workforce Development</u>

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

2025-10.21.d A resolution authorizing the execution and delivery of an enterprise zone agreement between the county and vantage data center management company; and authorizing the execution and delivery of a school compensation agreement and approving related materials.

2025-10.21.e A resolution authorizing the execution and delivery of an escrow agreement between the county, the village of Millersport, North Valley Bank, and Vantage Data Centers Management Company, and approving related materials.

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

Approval of Resolutions from the Fairfield County Engineer

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

2025-10.21.f A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for materials & supplies

2025-10.21.g A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for equipment

2025-10.21.h A resolution to request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 3445 BLO-36 bridge replacement

2025-10.21.i A resolution to approve the Road Usage Agreement between Fairfield County and Ohio Power Company, a unit of AEP

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

Approval of a Resolution from Fairfield County Facilities

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

2025-10.21.j A resolution to approve an easement for natural gas service at the Airport

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

Approval of a Resolution from Fairfield County Information Technology

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

2025-10.21.k A Resolution to Approve an agreement of cybersecurity consulting services in 2025, 2026 and 2027 with Schneider Downs & Co., Inc.

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

Approval of Resolutions from Fairfield County Job and Family Services

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

2025-10.21.l A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Victory House LLC.

2025-10.21.m	A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Marie's House of Hope, Inc.
2025-10.21.n	A resolution regarding a Purchase of Service Agreement between Eastland-Fairfield Career & Technical Schools and Job & Family Services, Workforce Development Services Division

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

Approval of Resolutions from the Fairfield County Sheriff

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

2025-10.21.o	A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category –23100101, General Fund
2025-10.21.p	A resolution to appropriate from unappropriated funds in a major expenditure object category, fund to fund transfer to the General Fund, and Closing out Fund# 2709 Ed Byrne for the Sheriff's Office.
2025-10.21.q	A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff; 2442, Commissary
2025-10.21.r	A resolution to appropriate from unappropriated funds in a major expenditure object category, fund to fund transfer to the General Fund, and Closing out Fund# 2812 for the Sheriff's Office.
2025-10.21.s	A resolution approving the disposal of a disabled vehicle
2025-10.21.t	A resolution approving the disposal of 5 disabled vehicles

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

Approval of a Resolution from the Lancaster-Fairfield Community Action Agency

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Lancaster-Fairfield Community Action Agency:

2025-10.21.u	A resolution to approve additional CFLP Solid Waste District Recycling Services Contract fourth Quarter 2025 Budge Revisions.

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

Approval of the Payment of Bills

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

2025-10.21.v A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval.

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

Adjournment

Commissioner Davis stated the reason for his early comment was due to the excess energy capacity.

With no further business, on the motion of David Levacy, and the second of Steve Davis, the Board of Commissioners voted to adjourn at 9:38 a.m.

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

The next Regular Meeting is scheduled for 1:00 p.m. on Tuesday, October 28, 2025, in the Commissioners' Hearing Room, 210 E. Main St., Lancaster, OH.

Motion by: David Levacy Seconded by: Steve Davis
To approve the October 21, 2025, minutes by the following vote:

YEAS: David Levacy, Steve Davis, and Jeff Fix NAYS: None
ABSTENTIONS: None

*Approved on October 28, 2025

Jeff Fix
Commissioner

Steve Davis
Commissioner

David Levacy
Commissioner

Bennett Niceswanger, Asst. Clerk

FAIRFIELD
COUNTY • OHIO

REVIEW AGENDA

BOARD OF COMMISSIONERS

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

County Administrator
Aundrea N. Cordle

Deputy County Administrator
Jeffrey D. Porter

Clerk
Rochelle Menningen

Tuesday, October 21, 2025
9:00 a.m.

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

2. **Welcome**

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

4. **Legal Update**

5. **County Administration Update**
   a. Week in Review
   b. Highlights of Resolutions
   c. Budget Review
   d. Calendar Review/ Invitations Received
      i. Lancaster Fairfield Community Action Agency Board of Directors Meeting, October 23, 2025, 11:00 a.m., Virtual
      ii. CFLP Solid Waste District Board of Directors Meeting, October 24, 2025, 9:00 a.m., Don Hill County Administration Building, 20 S. Second St., Newark
   e. Correspondence
      i. *Lancaster Eagle Gazette,* October 13, 2025, Jane Imbody, "Ohio University Lancaster and Fairfield County Boost Manufacturing Talent"

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

7. **Old Business**

8. **New Business**

9. **Regular (Voting) Meeting**

10. **Adjourn**

FAIRFIELD
COUNTY · OHIO

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

County Administrator
Aundrea N. Cordle

Deputy County Administrator
Jeffrey D. Porter

Clerk
Rochelle Menningen

11. Investment Advisory Committee Meeting, 10:30 a.m.

12. Budget Hearing, Auditor, 11:00 a.m.

13. Budget Hearing, Treasurer, 11:15 a.m.

14. Budget Hearing, Transit, 11:30 a.m.

15. Budget Hearing, Economic & Workforce Development, 11:45 a.m.

16. Budget Hearing, Municipal Judges, 1:00 p.m.

17. Budget Hearing, Municipal Clerk, 1:15 p.m.

18. Budget Hearing, Family and Children First Council, 1:30 p.m.

19. Budget Hearing, Job & Family Services, 1:45 p.m.

20. Budget Hearing, Domestic Relations Court, 2:00 p.m.

Quarters Total 2021, Total 2022, Total 2023, Total 2024, Quarter 1, 2, 3, 4, 2025 – American Rescue Plan Fiscal Recovery Funds, as of 10.09.2025.

From the $**30,606,902.00** received as the first and second tranche of fiscal recovery funds. **$30,606,902.00 has been appropriated, $30,417,252.30** expended, **$79,324.58 encumbered or obligated.**

Project/Category		As of 10/9/25 Appropriations	As of 10/9/25 Expenditure	As of 10/9/25 Obligation
Public Health				
R15a	Public Health, PPE	199.90	199.90	0.00
R16a	Public Health, Medical Expenses	206,838.33	206,838.33	0.00
R16b	Public Health, COVID Medial Costs County Benefits Program	399,949.66	399,949.66	0.00
R17a	Public Health, Vaccination Clinic and Related Expenses	66,362.57	66,362.57	0.00
R17b	Public Health, Capital Investments and Public Facilities of the County	3,426,059.58	3,424,899.58	1,160.00
R17c	Public Health, Capital Investment for Air Quality Improvements	56,674.00	56,674.00	0.00
R17d	Public Health, Capital Investment for Health Equipment, Mobile Morgue	49,498.87	49,498.87	0.00
R17e	Public Health, Capital Investment for Sheriff Cruiser to Respond to Increased Violence	54,250.98	54,250.98	0.00
R18a	Professional Communications on Behalf of the Board of Health	34,577.94	34,577.94	0.00
R18b	Public Health, Creation of a Community Health Assessment (CHA)	48,943.10	48,943.10	0.00
R19a	Public Safety Payroll Support	1,545,884.42	1,545,884.42	0.00
R19b	Public Health Payroll Support	185,406.39	185,406.39	0.00
R19c	Other Public Sector Payroll Support	275,236.47	275,236.47	0.00
R110a	Mental and Behavioral Health	0.00	0.00	0.00
Subtotal Public Health		6,349,882.21	6,348,722.21	1,160.00
Negative Economic Impacts				
R210a	Emergency Assistance for Non-Profit Organizations, a Subgrant to the City of Lancaster	0.00	0.00	0.00
R210b	Emergency Assistance for Non-Profits, Subgrant The Lighthouse	120,000.00	120,000.00	0.00
R210c	Salvation Army	500,000.00	500,000.00	0.00
R210d	Habitat for Humanity	610,000.00	610,000.00	0.00

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Project/Category		**As of 10/9/25 Appropriations**	**As of 10/9/25 Expenditure**	**As of 10/9/25 Obligation**
R210e	ADAMH/LSS Housing Projects	3,000,000.00	3,000,000.00	0.00
R210f	Harcum House	100,000.00	100,000.00	0.00
R210g	Fairhope Hospice	100,000.00	100,000.00	0.00
R210h	Housing Project	700,000.00	700,000.00	0.00
R210i	Lancaster Festival	100,000.00	100,000.00	0.00
R211a	Subgrant for Tourism, Support for the Fairfield County Fair	499,996.00	499,996.00	0.00
R211b	Aid to Tourism, Travel, Hospitality	18,278.01	18,278.01	0.00
R29a	Emergency Assistance Business Planning	146,829.87	146,829.87	0.00
R213a	Support for Agriculture and the Growing Community	35,000.00	35,000.00	0.00
R213b	Technical Assistance for Townships & Others	399,354.84	399,354.84	0.00
R213c	Contracts for Services to Support Residents Suffering Effects of the Pandemic	96,700.00	96,700.00	0.00
Subtotal Negative Economic Impacts		6,426,158.72	6,426,158.72	0.00
R310a	Housing Support, Affordable Housing Strategic Plan	39,554.00	39,554.00	0.00
Subtotal Services Disproportionately Impacted Communities		39,554.00	39,554.00	0.00
Premium Pay				
R41a	Premium Pay, Premium Pay for Emergency Management Agency Workers	27,907.72	27,907.72	0.00
Subtotal Premium Pay		27,907.72	27,907.72	0.00

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Project/Category		As of 10/9/25 Appropriations	As of 10/9/25 Expenditure	As of 10/9/25 Obligation
Infrastructure				
R52a	Clean Water: Centralized Collection and Conveyance, Airport	550,210.54	550,210.54	0.00
R52b	Clean Water: Centralized Collection and Conveyance, Walnut Creek Sewer District	750,000.00	750,000.00	0.00
R52c	Clean Water: Centralized Collection and Conveyance, Regional Lift Station	2,761,835.85	2,761,835.85	0.00
R56a	Clean Water, Stormwater	539,895.00	539,895.00	0.00
R511a	Drinking Water: Transmission/Distribution, Grant Hampton	800,318.61	800,318.61	0.00
R511b	Drinking Water: Transmission/Distribution, Airport	100,805.00	100,805.00	0.00
R511c	Drinking Water: Transmission/Distribution, Greenfield	221,535.69	221,535.69	0.00
R511d	Drinking Water: Transmission/Distribution, Baltimore	613,000.00	613,000.00	0.00
R511e	Drinking Water: Transmission/Distribution, Pleasantville	834,000.00	780,162.36	53,837.64
R516a	Broadband, “Last Mile” Projects	0.00	0.00	0.00
Subtotal Infrastructure		7,171,600.69	7,117,763.05	53,837.64
Revenue Loss				
R61a	SaaS and Technological Equipment	369,959.32	369,959.32	0.00
R61b	Recorder Document Scanning	337,984.72	337,984.72	0.00
R61c	Clerk of Courts Case Management	375,000.00	375,000.00	0.00
R61d	MARCS Tower Project	566,210.00	566,210.00	0.00

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Project/Category		As of 10/9/25 Appropriations	As of 10/9/25 Expenditure	As of 10/9/25 Obligation
R61e	Dispatch Consoles	543,820.85	543,820.85	0.00
R61f	Fairfield Center Purchase	2,708,752.85	2,708,752.85	0.00
R61g	Fairfield Center Renovation	3,344,528.02	3,337,066.22	7,461.80
R61h	Community School Attendance Program	501,137.00	501,137.00	0.00
R61i	Workforce Center Expansion	0.00	0.00	0.00
R61j	Smart Growth	197,657.97	197,657.97	0.00
R61k	United Way and Dolly Parton's Imagination Library	25,000.00	25,000.00	0.00
R61l	Auditor Historical Records Scanning	0.00	0.00	0.00
R61m	Engineer's Radios	80,000.00	80,000.00	0.00
R61n	Auditor Printers	4,357.66	4,357.66	0.00
R61o	Auditor Copiers	11,983.30	11,983.30	0.00
R61p	Bremen ADA Ramps	26,954.00	26,954.00	0.00
R61q	Transportation School Education Vehicles	38,357.90	38,357.90	0.00
R61r	Safety and Security	454,622.00	454,656.40	5.60
R61s	MAPSYS Custom Taxing Authority Management Application	52,433.00	52,433.00	0.00
R61t	County Radios	61,537.50	60,735.41	802.09
R61u	Transportation	243,000.00	243,000.00	0.00
R61v	Transportation Rebranding	20,057.45	4,000.00	16,057.45
R517a	Beavers Field Utilities	36,606.46	36,606.46	0.00
Revenue Loss		10,000,000.00	9,975,673.06	24,326.94

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Project/Category		As of 10/9/25 Appropriations	As of 10/9/25 Expenditure	As of 10/9/25 Obligation
Administration				
R71a	Administrative Expenses	591,798.66	481,473.54	0.00
Subtotal Administration		591,798.66	481,473.54	0.00
Grand Total		**$30,606,902.00**	**$30,417,252.30**	**$79,324.58**

ADMINISTRATIVE AUTHORITY ITEMS
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
OCTOBER 13, 2025 TO October 19, 2025

Fairfield County Commissioners

AA.10.14-2025.a An Administrative Approval for the payment(s) of the United Health Care (UHC) invoice for the Fairfield County Self-Funded Health Benefits Program – Fairfield County Board of Commissioners [Commissioners]

AA.10.15-2025.a An Administrative Approval for the payment of invoices for departments that need Board of Commissioners' approval and have bills presented that are not more than $77,250 per invoice. [Commissioners]

Fairfield County Emergency Management Agency

AA.10.17-2025.a An Administrative Approval for the Disposal of Obsolete Assets for the Fairfield County Emergency Management Agency [EMA]

Ohio University Lancaster and Fairfield County boost manufacturing talent

Jane Imbody

Reporter assisted by AI

Ohio University Lancaster and the Fairfield County Workforce Center are playing a crucial role in preparing the next generation of skilled technicians, according to a community announcement.

The institutions are celebrating Manufacturing Month in October by highlighting their commitment to advanced training and hands-on experience in the manufacturing sector.

Dr. Lewatis McNeal, vice provost of Regional Higher Education at Ohio University, emphasized the importance of education in shaping Ohio’s workforce.

“This is a special opportunity to honor the partnerships between our regional campuses, local schools and industry leaders who are creating real opportunities for students,” McNeal said in the announcement.

The Engineering Technology program, led by Dr. Zaki Kuruppalil, offers students a strong foundation in applied learning and technical training. The program provides certificate and associate degree options, preparing students for careers in automation, robotics, mechatronics and quality systems.

Students can also benefit from seamless transfer pathways to bachelor's and graduate degrees through the Russ College of Engineering and Technology in Athens.

Bootcamps and robots

In summer 2025, Ohio University hosted a three-week "Train the Trainer" Automation and Robotics Bootcamp, funded by the Air Force Research Laboratory through defense contractor ARCTOS. The program trained 13 participants, including teachers, college instructors and industry professionals.

"This is an excellent opportunity for these participants to get $11,000 worth of training at no cost to them," Kuruppalil said.

The initiative also included a $50,000 loaner robot for Nelsonville-York and Logan High Schools. Ohio University is investing in its Chillicothe campus, and an already established Automation Technician Certificate will be replicated upon completion of state procedures.

Dr. Patrick Fox, dean of the Russ College of Engineering and Technology, highlighted the university's commitment to advancing Ohio's manufacturing and technology workforce.

"By partnering with industry and educators, we are not only preparing students for in-demand careers but also empowering teachers and professionals to share that knowledge within their own communities," Fox said in the announcement.

According to Dr. Todd Myers and Christopher Quolke, manufacturers in central and southeast Ohio continue to report a need for skilled technicians in automation, robotics integration, industrial maintenance and process control. Ohio University students are already stepping into these roles.

This story was created by Jane Imbody, jimbody@gannett.com, with the assistance of Artificial Intelligence (AI). Journalists were involved in every step of the information gathering, review, editing and publishing process. Learn more at cm.usatoday.com/ethical-conduct/.

REGULAR AGENDA #45 - 2025
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
OCTOBER 21, 2025

AGENDA FOR TUESDAY, OCTOBER 21, 2025

9:00 AM	Review
	Regular Meeting
	Pledge of Allegiance
	Announcements
	Approval of Minutes for October 14, 2025
	Approval of Budget Hearing Minutes for October 14, 2025
	Commissioners
2025-10.21.a	A resolution to appropriate from unappropriated in major expenditure object categories for 911 Wireless Fund# 2683 [Commissioners]
2025-10.21.b	A resolution to approve to appropriate from unappropriated into a major expense category for the State Infrastructure Bank (SIB) Loan Basil Wester Fund# 4917. [Commissioners]
	Fairfield County Board of Elections
2025-10.21.c	A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category –Fund 1001, General Fund [Board of Elections]
	Fairfield County Economic & Workforce Development
2025-10.21.d	A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN ENTERPRISE ZONE AGREEMENT BETWEEN THE COUNTY AND VANTAGE DATA CENTERS MANANGEMENT COMPANY; AUTHORIZING THE EXECUTION AND DELIVERY OF A SCHOOL COMPENSATION AGREEMENT; AND APPROVING RELATED MATERIALS [Economic & Workforce Development]
2025-10.21.e	A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW AGREEMENT BETWEEN THE COUNTY, THE VILLAGE OF MILLERSPORT, NORTH VALLEY BANK, AND VANTAGE DATA CENTERS MANANGEMENT COMPANY; AND APPROVING RELATED MATERIALS [Economic & Workforce Development]
	Fairfield County Engineer
2025-10.21.f	A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for materials & supplies [Engineer]
2025-10.21.g	A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for equipment [Engineer]

2025-10.21.h A resolution to request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 3445 BLO-36 bridge replacement [Engineer]

2025-10.21.i A resolution to approve the Road Usage Agreement between Fairfield County and Ohio Power Company, a unit of AEP [Engineer]

Fairfield County Facilities

2025-10.21.j A resolution to approve an easement for natural gas service at the Airport [Facilities]

Fairfield County Information Technology

2025-10.21.k An Administrative Approval for cybersecurity consulting services in 2025, 2026 and 2027 with Schneider Downs & Co., Inc. [Information Technology]

Fairfield County Job and Family Services

2025-10.21.l A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Victory House LLC. [JFS]

2025-10.21.m A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Marie's House of Hope, Inc. [JFS]

2025-10.21.n A resolution regarding a Purchase of Service Agreement between Eastland-Fairfield Career & Technical Schools and Job & Family Services, Workforce Development Services Division [JFS]

Fairfield County Sheriff

2025-10.21.o A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category –23100101, General Fund [Sheriff]

2025-10.21.p A resolution to appropriate from unappropriated funds in a major expenditure object category, fund to fund transfer to the General Fund, and Closing out Fund# 2709 Ed Byrne for the Sheriff's Office. [Sheriff]

2025-10.21.q A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff; 2442, Commissary [Sheriff]

2025-10.21.r A resolution to appropriate from unappropriated funds in a major expenditure object category, fund to fund transfer to the General Fund, and Closing out Fund# 2812 for the Sheriff's Office. [Sheriff]

2025-10.21.s A resolution approving the disposal of a disabled vehicle [Sheriff]

2025-10.21.t A resolution approving the disposal of 5 disabled vehicles [Sheriff]

Lancaster-Fairfield Community Action Agency

2025-10.21.u A resolution to approve additional CFLP Solid Waste District Recycling Services Contract fourth Quarter 2025 Budge Revisions. [Community Action]

Payment of Bills

2025-10.21.v 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 28, 2025, 1:00 p.m.

Adjourn

Investment Advisory Committee Meeting, 10:30 a.m.

Budget Hearing, Auditor, 11:00 a.m.

Budget Hearing, Treasurer, 11:15 a.m.

Budget Hearing, Transit, 11:30 a.m.

Budget Hearing, Economic & Workforce Development, 11:45 a.m.

Budget Hearing, Municipal Judges, 1:00 p.m.

Budget Hearing, Municipal Court, 1:15 p.m.

Budget Hearing, Family & Children First Council, 1:30 p.m.

Budget Hearing, Job & Family Services, 1:45 p.m.

Budget Hearing, Domestic Relations Court, 2:00 p.m.

Regular Meeting #44 - 2025
Fairfield County Commissioners' Office
October 14, 2025

Review Meeting

The Commissioners met at 9:00 a.m. in the Commissioners" Hearing Room located at 210 E. Main St., Lancaster, OH. Commissioner Fix called the meeting to order, and the following Commissioners were present: Jeff Fix, Steve Davis and David Levacy. Also present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk, Rochelle Menningen; Information and Communications Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Budget Officer, Staci Knisley; Financial Analyst, Taylor Forquer; Recorder, Lisa McKenzie; Engineer, Jeremiah Upp; Auditor, Dr. Carri Brown; Assistant Prosecuting Attorney, Amy Brown-Thompson; Deputy Utilities Director, Josh Anders; Economic & Workforce Development Director, Rick Szabrak; EMA & Facilities Director, Jon Kochis; IT Director, Dan Neeley; JFS Director, Corey Clark; Deputy JFS Director, Heather O'Keefe; Interim RPC Director, Holly Matei; FCFC Manager, Tiffany Wilson; Urban Technician, Chad Lucht; Sheriff's Deputies, Kevin Romine and Kelly Walker; and DD Superintendent, Dr. David Uhl. Also in attendance: Betty Bennett, Ray Stemen, Garrett Davis Beverly Sturm, and Chris Snider.

Virtual attendees: Deborah, Vince Carpico, Ed, Jessica Murphy, Shelby Hunt, Lori Lovas, Greg Forquer, Nikki Drake, Shannon Ward, Lynette Barnhart, Tony Vogel, Alisha Hoffman, Stacy Hicks, Ashley Arter, Lori Hawk, Andy Robberts, Andy Boystel, and Baylie Blevins.

Welcome

Commissioner Fix opened the meeting by welcoming everyone in attendance and speaking about the Fairfield County Fair. He stated it was a great fair week, and the Commissioners won the reserve grand champion steer at the auction.

Introduction of New Employee, Taylor Forquer

Taylor Forquer stated she worked with the Treasurer of State's Office for two years and was at Huntington Bank for seven years prior to that. Her hobby is helping her mother run a volleyball club team.

Presentation of Hunger Games Trophy

Commissioner Fix read a press release provided by Jeanette Curtis of Fairfield County 211. The press release spoke about the community and the importance of events that assist residents.

Corey Clark stated 4400 items were collected for the food drive. JFS has held a food drive internally for several years and this year collected over 3000 additional items.

Dr. David Uhl spoke about discussions with other county agencies to broaden the challenge.

Public Comments

Ray Stemen spoke about the beautiful Fall weather and offered a prayer.

Legal Update

There was no legal update.

Commissioner Davis thanked the Prosecutor's Office for their assistance with some Major Crimes Unit (MCU) items.

County Administration Update

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

Week in Review

Highlights of Resolutions

Administrative Approvals
The review packet contains a list of administrative approvals.

Resolution Review
There are 13 resolutions on the agenda for the Regular voting meeting.

Resolutions of note:
- There is a resolution to establish the date and time for a viewing and a hearing for a petition to vacate a segment of an alley in Greenfield Township.
- There is a resolution to establish a new debt service fund for the Stated Infrastructure Bank loan for the Basil Western Rd project.
- The Auditor's Office has a resolution to rescind a resolution from last week that duplicated a memo receipt/memo expense.
- Regional Planning has a resolution to certify consistency of the Fairfield Metropolitan Housing Authority's Annual Plan with Fairfield County's Community Housing Improvement Strategy.
- The Sheriff's Office has a resolution to authorize the donation of a vehicle from the City of Canal Winchester to Hocking Township.

Budget Review

Finance Director, Bart Hampson

Calendar Review/Invitations Received

- *The Review of the Calendar, Invitations Received, and Correspondence was provided by the Clerk to the Board of Fairfield County Commissioners, Rochelle Menningen.*

- MCU Governing Board Meeting, October 15, 2025, 11:00 a.m., Location TBD
- Lancaster Fairfield Community Action Agency Board of Directors Meeting, October 16, 2025, 11:30 a.m., Recycling Center, 1761 E. Main St., Lancaster
- Family and Children First Council Executive Committee Meeting, October 17, 2025, 8:30 a.m., Fairfield County Agricultural Center, 831 College Ave., Lancaster
- NextGen Training Center Ribbon Cutting Ceremony, November 4, 2025, 1:00 p.m., Fairfield Career Center, 3985 Coonpath Rd. N.W., Carroll
- 2025 Fairfield County Economic Update, December 12, 2025, 8:00 a.m., Fairfield County Workforce Center, 4465 Coonpath Rd. NW, Carroll

<u>Correspondence</u>

- Letter from Constituent Thanking and Congratulating Commissioner Levacy
- MORPC Return on Investment Documents for 2025: Letter from William Murdock, Executive Director, Return on Investment Sheet, MORPC's 2025 Accomplishments
- Annexation Petition for .59 +/- Acres from Walnut Township to the Village of Thurston, Agent for the Petitioner – Brian Zets

<u>Updates from Elected Officials and Department Heads</u>

Garrett Davis from United Way stated the campaign is on pace from last year and they are still awaiting pledge paperwork from many agencies.

Tiffany Wilson spoke about perinatal training and added that their annual meeting is coming up.

Chad Lucht spoke about agencies closed due to the federal government shut down.

Recorder McKenzie spoke about having meetings regarding the protection of records.

Engineer Upp spoke about the Snowplow Rodeo and stated the Engineer's Office is finishing construction season. And added that the Coonpath Road closure has reopened.

Dr. Brown spoke about November ballot levies, the deadline for the tax abstract, and attending a DACO class.

Rick Szabrak spoke about the Walnut Township School Board passing a 45 day waiver for the Vantage project. He also spoke about the resources for the Vantage Data Center and added that there are more than sufficient utility resources.

Dan Neeley spoke about cybersecurity training and asked staff to complete the training by the end of the month. He added that Windows 10 will no longer be supported after the end of the month.

Corey Clark spoke about changes to SNAP eligibility rules. There are 10 groups of non-citizens that will no longer be eligible and there are 117 individuals in Fairfield County that will be impacted.

Jeff Porter spoke about the successful benefits fair and added that open enrollment will begin November10th.

<u>Old Business</u>

Commissioner Davis spoke about the MCU and thanked Administrator Cordle for her work with the agency.

Commissioner Levacy spoke about the Fairfield County Veterans Hall of Fame Ceremony on November 13th. He added there will be over 20 inductees, 6 of which have Congressional Medals of Honors. The Commissioner provided details to register for the event.

Commissioner Fix spoke about speaking at the Rotary Club meeting and his appreciation for the Rotary Club and for the new space at the Levacy Center.

New Business

Commissioner Levacy stated he is humbled by the name designation of the Levacy Center and thanked his fellow commissioners.

Commissioner Davis stated he has never worked with someone as deserving as Commissioner Levacy of the naming of the building. He also spoke about his excitement to be volunteering at the Lancaster Festival Office.

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 Fix called the meeting to order, and the following Commissioners were present: Jeff Fix, Steve Davis and David Levacy. Also present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk, Rochelle Menningen; Information and Communications Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Budget Officer, Staci Knisley; Financial Analyst, Taylor Forquer; Recorder, Lisa McKenzie; Engineer, Jeremiah Upp; Auditor, Dr. Carri Brown; Assistant Prosecuting Attorney, Amy Brown-Thompson; Deputy Utilities Director, Josh Anders; Economic & Workforce Development Director, Rick Szabrak; EMA & Facilities Director, Jon Kochis; IT Director, Dan Neeley; JFS Director, Corey Clark; Deputy JFS Director, Heather O'Keefe; Interim RPC Director, Holly Matei; FCFC Manager, Tiffany Wilson; Urban Technician, Chad Lucht; Sheriff's Deputies, Kevin Romine and Kelly Walker; and DD Superintendent, Dr. David Uhl. Also in attendance: Betty Bennett, Ray Stemen, Garrett Davis Beverly Sturm, and Chris Snider.

Virtual attendees: Deborah, Vince Carpico, Ed, Jessica Murphy, Shelby Hunt, Lori Lovas, Greg Forquer, Nikki Drake, Shannon Ward, Lynette Barnhart, Tony Vogel, Alisha Hoffman, Stacy Hicks, Ashley Arter, Lori Hawk, Andy Robberts, Andy Boystel, and Baylie Blevins.

Pledge of Allegiance

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

Announcements

None.

Approval of Minutes for October 7, 2025

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the Minutes for the Tuesday, October 7th, 2025, meeting.

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

Approval of the 8:00 a.m. Budget Hearing Minutes for October 7, 2025

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the Juvenile and Probate Court Budget Hearing Minutes for the Tuesday, October 7, 2025, meeting.

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

Regular Meeting #44 - 2025
Fairfield County Commissioners' Office
October 14, 2025

Approval of Budget Hearing Minutes for October 7, 2025

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the Budget Hearing Minutes for the Tuesday, October 7, 2025, meeting.

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

Approval of Resolutions from the Fairfield County Board of Commissioners

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

2025-10.14.a	A resolution to consider a petition to vacate a portion of an unimproved public road, Fisher Street, in Walnut Township and establish a viewing and hearing date
2025-10.14.b	A resolution approving an account to account transfer in a major object expense category the Visitation Center Budget, General Fund# 1001.
2025-10.14.c	A resolution to authorize the establishment of a new debt service fund for the State Infrastructure Bank loan related to the Basil Western project.

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

Approval of a Resolution from the Fairfield County ADAMH Board

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

2025-10.14.d	A Resolution to Approve Additional Appropriations by Appropriating from Unappropriated into a Major Expense Object Category – 2066

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

Approval of a Resolution from the Fairfield County Auditor - Finance

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

2025-10.14.e	A Resolution for approval to Rescind Resolution # 2025-10.07.s - Memo receipt memo expense duplication

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

Approval of Resolutions from the Fairfield County Board of Developmental Disabilities

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

2025-10.14.f	A resolution to approve a reimbursement for share of costs for Ethernet Services paid to AT&T as a memo expenditure for fund# 2060 - Fairfield County Board of Developmental Disabilities
2025-10.14.g	A resolution to approve a memo exp./ memo receipt for the cost of transportation for individuals paid to Fairfield County Transit as a memo expenditure for fund# 2060 - Fairfield County Board of Developmental Disabilities

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

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

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

2025-10.14.h	A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category –Fund 2761, Law Library Resources Board

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

Approval of a Resolution from the Fairfield County Emergency Management Agency

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

2025-10.14.i	A resolution authorizing the approval of repayment of an advance to the General Fund from EMA 2890 (8349) FY22 Year 3 Hazardous Materials Emergency Planning Grant.

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

Approval of a Resolution from the Fairfield County Regional Planning Commission

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

2025-10.14.j	A resolution to certify consistency of the Fairfield Metropolitan Housing Authority 2026 Annual Plan with the Fairfield County's Community Housing Improvement Strategy (CHIS)

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

Approval of Resolutions from the Fairfield County Sheriff

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

2025-10.14.k	A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category –2909, Marine Patrol Grant
2025-10.14.l	A resolution authorizing the donation of a vehicle purchased by Canal Winchester for use by the Fairfield County Sheriff's Office to Hocking Twp

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

Approval of the Payment of Bills

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

2025-10.14.m	A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval.

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

The next Regular Meeting is scheduled for 9:00 a.m. on Tuesday, October 21, 2025, in the Commissioners' Hearing Room, 210 E. Main St., Lancaster, OH.

Commissioner Fix called a recess at 9:33 a.m. He stated they would convene at 10:00 a.m.

Budget Hearings

Commissioner Fix called the Budget Hearing Session to order with the following Commissioners present: Jeff Fix, Steve Davis and David Levacy. Also in attendance were Aundrea Cordle, Jeff Porter, Rochelle Menningen, Bennett Niceswanger, Bart Hampson, and Staci Knisley. Attendees of specific hearings are listed in their respective section of the minutes.

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

Budget Hearing, Emergency Management Agency (EMA), 10:00 a.m.

Jon Kochis and Garrett Blevins were also in attendance for the EMA Budget Hearing.

Jon Kochis stated that grant management was within parameters and added there are new grant applications ready to process. He spoke about the need for a new mobile command unit and added that EMA has a second-hand vehicle. The parts for the 2005 vehicle are difficult to replace, and the vehicle's layout is not conducive to use at many events. The EMA budget does not have the funds for a new vehicle which would cost around $450,000.

Commissioner Fix asked about the types and number of events for which the mobile command unit is used.

Kochis stated the unit is used at about twenty various types of events each year.

Aundrea Cordle stated she asked Kochis to speak about the mobile command unit so the Commissioners could consider in 2025.

Commissioner Fix stated the Commission should finish the Budget Hearing process before considering the unit.

Aundrea Cordle thanked Garrett Blevins for his assistance with the MCU.

Budget Hearing, Facilities

Jon Kochis and Jason Grubb were also in attendance for the Facilities Budget Hearing.

Bart Hampson stated the overall parameters of the budget reflect staff changes, facility costs, supplies, postage, and increased fuel costs.

Commissioner Fix asked for clarification on postage.

Staci Knisley stated that the Facilities budget funds postage costs for the county.

Commissioner Levacy thanked Jon Kochis for doing a terrific job.

Commissioner Davis asked if there are any major impediments to Ohio University's flooding recovery.

Kochis stated there are a total of thirteen projects being addressed.

Commissioner Fix stated that Kochis and his team did an exceptional job with the Levacy Center.

Kochis continued by speaking about capital projects such as the HVAC projects, elevators, and some basic deferred maintenance items. He added that there would be an opportunity to remodel the Fresenius area, once it is vacated. The County is only leasing one space.

Aundrea Cordle stated that Judge Vandervoort appreciates the leases space at Connexion West.

Commissioner Levacy asked which elevators would need to be replaced first.

Kochis replied 239 E. Main Street would be replaced first. He then spoke about ODOT grants and other grant opportunities for the airport and airport tenants and the tenant wait list.

Commissioner Davis asked about the rental pricing.

Kochis stated that all new hangar rents increased, and existing tenants receive increases based on their rental agreements.

Commissioner Levacy asked if the hangar was in the million dollar range.

Kochis stated it would be based on the design,

Budget Hearing, Safety and Security

Jon Kochis and Dan Neeley were also in attendance for the Safety and Security Budget Hearing.

Bart Hampson stated that the budget is driven by a desire to increase security measures.

Jon Kochis stated the addition of Andy Robberts to the Courthouse security has worked out nicely and that addition has caused an increase in the budget for safety and security.

Adjournment

With no further business, on the motion of David Levacy, and the second of Steve Davis, the Board of Commissioners voted to adjourn at 10:37 a.m.

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

Motion by: David Levacy Seconded by: Steve Davis
To approve the October 14, 2025, minutes by the following vote:

YEAS: David Levacy, Steve Davis, and Jeff Fix NAYS: None
ABSTENTIONS: None

*Approved on October 21, 2025

Jeff Fix Commissioner	Steve Davis Commissioner	David Levacy Commissioner

Rochelle Menningen, Clerk

Budget Hearings #45 - 2025
Fairfield County Commissioners' Office
October 14, 2025

Commissioner Fix called the Budget Hearing Session to order with the following Commissioners present: Jeff Fix, Steve Davis and David Levacy. Also in attendance were Aundrea Cordle, Jeff Porter, Rochelle Menningen, Bennett Niceswanger, Bart Hampson, and Staci Knisley. Attendees of specific hearings are listed in their respective section of the minutes.

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

<u>Budget Hearing, Engineer, 11:00 a.m.</u>

Engineer Jeremiah Upp was also in attendance for the Engineer's Budget Hearing.

Bart Hampson stated that the total general fund budget increase for the Engineer's proposed budget was 3.5% higher than the 2025 budget. The Transportation Improvement District (TID) budget increased 6.9%, which includes salary and fringe benefits for engineering costs.

Engineer Upp added things are progressing well with the TID.

<u>Budget Hearing, Board of Elections (BOE), 11:15 a.m.</u>

Brett Riffle and Jane Hanley were also in attendance for the BOE Budget Hearing.

Bart Hampson stated that the total proposed budget for the BOE is 0.6% higher than 2025.

Brett Riffle stated the salary increase for poll workers was based on policy.

Commissioner Davis asked if the board members' salary increase would be in-term or at the beginning of new terms.

Jane Hanley stated the Board Members' increase was due to HB 96, which passed in June. The Board is getting a raise in-term.

Bart spoke about capital outlay due to the replacement of a copier and software.

Brett Riffle stated that they purchased a new printer which allows them to do printing in-house.

Aundrea Cordle provided information on the county's copier procurement.

Commissioner Fix asked how many elections would occur in 2026.

Brett Riffle stated they budgeted for two and a half.

<u>Budget Hearing, OSU Extension, 11:30 a.m.</u>

Shannon Carter and Carrie Brown were also in attendance for the OSU Extension Budget Hearing.

Bart Hampson stated that the budget 1.7% budget increase would be offset by the carryover.

Shannon Carter added that they were using some carryover dollars for staffing.

The Commissioners thanked the OSU Extension staff for their services and programming and spoke about the great kids and programming in 4-H.

Commissioner Fix asked if the Federal Government cut to OSU Extension funding was permanent.

Shannon Carter replied there is speculation that there may be a program. OSU is changing its administrative model, and we will still be here but with a new supervisor.

Budget Hearing, Regional Planning Commission (RPC), 11:45 a.m.

Holly Mattei and Jennifer Morgan were also in attendance for the RPC Budget Hearing.

Bart Hampson stated that RPC has asked to retain the money budget in 2025 for the Model Zoning Code. The proposed budget is flat at $200,000.

Mattei stated RPC will go to the communities with the model zoning code and that is why they would like to retain the funding. Salary for an intern and money for Hicks partners have been included.

Commissioner Fix spoke about zoning codes and added that the model zoning code provides a smart way for communities to grow and develop. The villages and townships do not have the personnel to develop these codes. He added that he believes the $75,000 is a wise investment.

Commissioner Levacy asked about the data center meetings.

Mattei stated RPC entered into a Memorandum of Understanding with Millersport to provide services.

Commissioner Fix called a recess at 11:48 a.m. The Commission would reconvene at 1:00 p.m.

Budget Hearing, Recorder, 1:00 p.m.

Recorder Lisa McKenzie was also in attendance for the Recorder's Budget Hearing.

Bart Hampson stated that the Recorder's budget is below parameters.

Recorder McKenzie stated that she had a turnover of employees due to other county agencies hiring. She wishes to review her salaries in relation to the compensation plan. The other item included in her budget proposal is the preservation surcharge which she plans to implement in 2026.

Aundrea Cordle stated a review of the compensation plan should take place and stated the Recorder should meet with Jeff Porter to review.

Budget Hearing, Clerk of Courts, 1:15 p.m.

Branden Myer was also in attendance for the Clerk of Court's Budget Hearing.

Bart Hampson stated the proposed budget reflects a 10.4% increase. Budget items of note include vehicles, legal aide, health insurance and contractual services.

Clerk of Courts Branden Meyer thanked Bart Hampson and Staci Knisley for their budget assistance and spoke about changes in the Clerk of Courts. He provided information on Driver's License Testing. The office is down to one driver's license examiner and is hoping to get an additional. He continues to work with the State Bureau of Motor Vehicles and the restrictions they impose on his testing abilities.

Commissioner Fix thanked Branden Meyer for the $150,000 from the title fund.

Commissioner Davis spoke about efficiencies that have been promised in the past due to technology and thanked Branden for following through.

Budget Hearing, Common Pleas Court, 1:30 p.m.

Magistrate Joshua Horachek and Brian Wolfe were also in attendance for the Common Pleas Court Budget Hearing.

Bart Hampson stated that the Common Pleas Court budget was 3.6% higher than 2025 and the only item outside of parameters was the increase for court appointed attorneys.

Josh Horachek stated that the court must have an attorney on staff each morning for professional services.

The Commissioners spoke about the official estimates which may fall between current and actual, and legislation at the statehouse, both possibly affecting funding.

Commissioner Davis and Commissioner Fix stated that departments and agencies should all understand that grant funding matches are based on a one year match and should not be considered a perpetual funding source.

Adjournment

With no further business, on the motion of David Levacy, and the second of Steve Davis, the Board of Commissioners voted to adjourn at 1:28 p.m.

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

Motion by: David Levacy Seconded by: Steve Davis
To approve the October 14, 2025, Budget Hearing minutes by the following vote:

YEAS: David Levacy, Steve Davis, and Jeff Fix NAYS: None
ABSTENTIONS: None

*Approved on October 21, 2025

Jeff Fix Commissioner	Steve Davis Commissioner	David Levacy Commissioner

Rochelle Menningen, Clerk

2025-10.21.a

A resolution to appropriate from unappropriated in major expenditure object categories for 911 Wireless Fund# 2683

WHEREAS, the 911 Wireless budget for 2025 needs increased; and

WHEREAS, there is an unappropriated balance available; and

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

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

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

Contractual services	12268300	$ 2,084

A resolution to appropriate from unappropriated in major expenditure object categories for 911 Wireless Fund# 2683

For Auditor's Office Use Only:

$ 2,084 12268300 530000 contract services

Signature Page

Resolution No. 2025-10.21.a

A resolution to appropriate from unappropriated in major expenditure object categories for 911 Wireless Fund# 2683

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2025-10.21.b

A resolution to approve to appropriate from unappropriated into a major expense category for the State Infrastructure Bank (SIB) Loan Basil Wester Fund# 4917.

WHERAS, budget needs established for the newly created fund called SIB Loan Basil Western; and

WHEREAS, it is necessary to appropriate from unappropriated into the major expense category of contractual services.

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

Section 1. Request that the Fairfield County Board of Commissioners Appropriate from Unappropriated funds to the following major expense categories for contractual services:

$ 4,008,000 12491700 project code T0001 contractual services

A resolution to approve to appropriate from unappropriated into a major expense category for the State Infrastructure Bank (SIB) Loan Basil Wester Fund# 4917.

For Auditor's Office Use Only:

Section 1.
$ 4,008,000 GL#12491700 530100 T0001pass through contract services

Section 2. *Issue an Amended Certificate in the amount $4,008,000 to increase fund # 4917.*

Section 3. *Request that the Fairfield County Auditor, on behalf of the Budget Commission, update receipt line 12491700 439380 T0001 in the amount of $4,008,000.*

Signature Page

Resolution No. 2025-10.21.b

A resolution to approve to appropriate from unappropriated into a major expense category for the State Infrastructure Bank (SIB) Loan Basil Wester Fund# 4917.

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2025-10.21.c

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

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

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

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

Section 1. That the Fairfield County Board of Commissioners approves the transfer of appropriations into a major expenditure object category in the amount of $5000 as follows:

From:	51100101	Materials & Supplies
To:	51100101	Capital Outlay

Prepared by: Deanna Cyprlya

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

Total Transfer of Appropriations $5000

From:	51100101, 561045, Equipment Maint. Supplies/Parts; $5000
To:	51100101, 574000, Equipment, Software, Fixtures; $5000

Signature Page

Resolution No. 2025-10.21.c

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

(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.

2025.10.21.c

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN ENTERPRISE ZONE AGREEMENT BETWEEN THE COUNTY AND VANTAGE DATA CENTERS MANANGEMENT COMPANY; AUTHORIZING THE EXECUTION AND DELIVERY OF A SCHOOL COMPENSATION AGREEMENT; AND APPROVING RELATED MATERIALS

WHEREAS, Fairfield County, Ohio (the "County") has encouraged the development of commercial and industrial structures within its boundaries, which development would result in the creation and retention of employment opportunities in the County; and

WHEREAS, the County by Resolution No. 91-11.21.b adopted November 21, 1991, designated the Fairfield County Rural Enterprise Zone Area as an "Enterprise Zone" pursuant Chapter 5709 of the Ohio Revised Code; and

WHEREAS, effective July 8, 1992, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Resolution No. 91-11.21.b contains the characteristics set forth in Section 5709.61(A) of the Ohio Revised Code and certified said area as an Enterprise Zone under said Chapter 5709; and

WHEREAS, an application has been submitted by Vantage Data Centers Management Company (the "Company"), attached hereto as Exhibit A, for tax incentives available through the Fairfield County Rural Enterprise Zone Program for the development of a state-of-the-art, approximately 1GW natural gas fired electric generating facility (the "Project") in the Village of Millersport (the "Village"), Fairfield County, Ohio; and

WHEREAS, the Fairfield County Rural Enterprise Zone Guidelines and Policies as adopted on November 21, 1991, and so amended on February 18, 1992, require that all agreements shall be negotiated by a negotiating team made up of a representative of the local municipality within which the Project is located; a representative of the affected school district within which the project is located; and a representative of the Board of Commissioners of Fairfield County; and

WHEREAS, the Enterprise Zone Agreement (the "EZ Agreement") will provide up to a fifteen (15) year real property and personal property tax exemption for one hundred percent (100%) of the assessed value of new structures constructed as part of the Project; and

WHEREAS, the Property is located in the Walnut Township Local School District (the "School District") and the County has delivered notice of the proposed approval of this Agreement to the Board of Education of the School

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN ENTERPRISE ZONE AGREEMENT BETWEEN THE COUNTY AND VANTAGE DATA CENTERS MANANGEMENT COMPANY; AUTHORIZING THE EXECUTION AND DELIVERY OF A SCHOOL COMPENSATION AGREEMENT; AND APPROVING RELATED MATERIALS

District under Ohio Revised Code Sections 5709.61 through 5709.69, 5709.82, and 5709.83 (collectively, the "EZ Act");

WHEREAS, the Property is also located in the Eastland – Fairfield Career and Technical Schools District (the "JVSD") and the County has delivered notice of the proposed approval of this Agreement to the Board of Education of the JVSD under the EZ Act;

WHEREAS, the County, the Village, the School District, and the JVSD intend to enter into a certain compensation agreement (the "School District Compensation Agreement") to provide for payments in lieu of taxes to the School District in order to compensate the School District for a portion of the taxes the School District otherwise would have received but for this Board's authorization of this Resolution and the execution of the EZ Agreement in substantially the form attached to this Resolution as Exhibit C, incorporated herein by reference; and

WHEREAS, pursuant to the EZ Act, the Board of Education of the School District, by its Resolution passed on October 14, 2025, has (i) approved the terms of the EZ Agreement, including the up to one hundred percent (100%) real property and personal property tax exemption for up to fifteen (15) years for new construction (ii) approved the terms of, and authorized the execution of, the School Compensation Agreement, and (iii) waived its rights to receive notice under the EZ Act; and

WHEREAS, the Board of Education of the JVSD, by its Resolution passed on October 7, 2025, has (i) approved the terms of, and authorized execution of, the School Compensation Agreement, and (ii) waived its rights to receive notice under the EZ Act; and

WHEREAS, the Village, by Resolution No. _____________, adopted October 14, 2025, has approved the terms of the Enterprise Zone Agreement and consented to the execution by the County; and

WHEREAS, this Board desires to approve the execution of the EZ Agreement and the School Compensation Agreement, substantially in forms attached to this Resolution as Exhibit B and
Exhibit C, incorporated by reference.

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN ENTERPRISE ZONE AGREEMENT BETWEEN THE COUNTY AND VANTAGE DATA CENTERS MANANGEMENT COMPANY; AUTHORIZING THE EXECUTION AND DELIVERY OF A SCHOOL COMPENSATION AGREEMENT; AND APPROVING RELATED MATERIALS

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

Section 1. The EZ Agreement between the County and the Company, substantially in the form attached to this Resolution as Exhibit B, is hereby approved and authorized, with changes or amendments thereto not inconsistent with this Resolution and not substantially adverse to the County, as determined by this Board, and any other documents necessary to implement the EZ Agreement, on behalf of the County. This Board is authorized to implement the EZ Agreement on behalf of the County.

Section 2. The School Compensation Agreement between the County, the Village, the School District and the JVSD, substantially in the form attached to this Resolution as Exhibit C, is hereby approved and authorized, with changes or amendments thereto not inconsistent with this Resolution and not substantially adverse to the County, as determined by this Board, and any other documents necessary to implement the School Compensation Agreement, on behalf of the County. This Board is authorized to implement the School Compensation Agreement on behalf of the County

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

Section 4. This Resolution shall become effective immediately upon its passage.

Prepared by: Anthony Iachini

cc: Economic and Workforce Development

SCHOOL DISTRICT COMPENSATION AGREEMENT

This School District Compensation Agreement (the "Agreement") is made and entered into this ______ day of ___________, 2025 (the "Effective Date"), by and between the Village of Millersport, Fairfield County, Ohio, a municipal corporation duly organized and validly existing under the constitution and laws of the State of Ohio (the "Village"), through its Village Council (the "Council"), Fairfield County, Ohio, a County (the "County"), through its County Commissioners (the "Commissioners"), Walnut Township Local School District, a public school district organized and existing under the laws of the State of Ohio, with offices at 11850 Lancaster Street, Millersport, Ohio 43046 (the "School District"), and Eastland-Fairfield Career & Technical Schools, a joint vocational school district organized existing under the laws of the State of Ohio with offices at 4300 Amalgamated Place, Groveport, Ohio 43125 (the "JVSD", and together with the School District, the "Boards" or "School Districts").

The School Districts, the Village, and the County (the "Parties" or individually, a "Party") set forth the complete understanding of the Parties (i) as to any compensation of tax revenue foregone by the Boards as a result of the use of a Community Revitalization Area Exemption authorized by the Village pursuant to and in accordance with Ohio Revised Code ("O.R.C.") Sections 3735.65 through 3736.70, 5709.82, and 5709.83 (collectively, the "CRA Act") (ii) as to any compensation of tax revenue foregone by the Boards as a result of the use of a tax increment financing program authorized by the Village pursuant to and in accordance with O.R.C. Sections 5709.40, 5709.42 and 5709.43, 5709.82, and 5709.83 (collectively, the "TIF Act")., and (iii) as to any compensation of tax revenue foregone by the Boards as a result of the use of a EZ Exemption authorized by the County pursuant to and in accordance with O.R.C. Sections 5709.61 through 5709.69, 5709.82, and 5709.83 (collectively, the "EZ Act").

WITNESSETH:

WHEREAS, Vantage Data Centers Management Company, LLC, a Delaware limited liability company (the "Company"), currently intends to develop, construct (in one or more phases) and operate on the site in Millersport, Fairfield County, Ohio (the "Property") one or more data centers and/or other facilities as well as certain accessory uses or buildings located on the Property and other related or associated uses, buildings, infrastructure or structures such as (but not limited to) utility buildings, structures and appurtenances located on, adjacent to or near the Property that are reasonably related to the data center (the "Project"), all as may be further described and defined pursuant to one or more tax increment financing or development agreements to be executed between the Village and the Company, and such other agreements as are required from time to time; and

WHEREAS, the success of the Project depends upon the long-term commitment of substantial resources of the Company and the Village and the careful integration and coordination of Project and public capital facilities, planning, financing and construction schedules, and the Company and the Village wish to enter into various Agreements to obtain and provide assurances and agreements from each other before deciding to invest substantial Company and Village resources; and

WHEREAS, the Council has determined that it is necessary and in the best interests of the Village to utilize the CRA Act and its related provisions and intends to declare by an Ordinance (the "CRA Ordinance"): (i) the Company is eligible to receive a fifteen (15) year, one hundred percent (100%) tax exemption for the assessed value of new data center buildings (a "Building") on the Property (the "CRA Exemption"), all as set forth in the CRA Agreement by and between the Village and the Company (the "CRA Agreement"), and (ii) require an annual payment in lieu of property taxes with respect to the Parcels comprising the Property; and

WHEREAS, each CRA Exemption will commence the first year for which any new structure at the Property would first be taxable were such new structure not exempted from taxation pursuant to the CRA Agreement, and shall continue, unless otherwise terminated pursuant to the CRA Agreement, for a period not longer than fifteen (15) years, with no CRA Exemption commencing after tax year 2042 or extending beyond tax year 2055 (the "CRA Exemption Period"); and

WHEREAS, pursuant to the terms of the CRA Agreement, the Company will agree to pay to the Village for each year while the CRA Exemption under the CRA Agreement is in effect, a minimum revenue stream of qualified payments (the "Minimum Payment") of $832,000 per year with that Minimum Payment increasing by $1.11 for each square foot of Building on the Parcels, plus $4,150 per acre actually used for that Building and the immediately surrounding building envelopment beyond 600,000 square feet and 40 acres; and

WHEREAS, the Parties intend for the Village to pay to the School District for each tax year for years 1-15 of each CRA Exemption 37% of the Minimum Payment which amount shall be paid for each tax year for years 1-15 for which any of the property constituting the Property is subject to a CRA Exemption, payable in the calendar year immediately following the year in which a CRA Exemption exists (a "CRA Exemption Year"); and

WHEREAS, the Parties intend for the Village to pay to the JVSD for each tax year for years 1-15 of each CRA Exemption 5% of the Minimum Payment which amount shall be paid for each tax year for years 1-15 for which any of the property constituting the Property is subject to a CRA Exemption, payable in the calendar year immediately following the CRA Exemption Year; and

WHEREAS, the Council has determined that it is necessary, appropriate and in the best interests of the Village to utilize Division (B) of O.R.C. Section 5709.40 and its related provisions in order to: (i) authorize municipal tax increment financing (the "TIF") to declare the Improvement (as defined herein) of any Parcel comprising the Property to be a public purpose exempt from real property taxation (the "Parcels"), (ii) require annual service payments in lieu of real property taxes with respect to the Parcels comprising the Property, pursuant to O.R.C. 5709.42, and (iii) provide a mechanism to facilitate and finance the construction of the public infrastructure improvements that will directly benefit the Parcels comprising the Property; and

WHEREAS, the Village, intends to declare by an Ordinance (the "TIF Ordinance"), that one-hundred percent (100%) of the increase in the assessed value of each Parcel subsequent to the effective date of the TIF Ordinance (each such increase hereinafter referred to as an "Improvement," as further defined in Section 5709.40 of the O.R.C. and the TIF Ordinance) is a public purpose and shall be exempt from taxation for a thirty (30) year period commencing with the first year for which an exemption is claimed by any DTE 24 exemption application, and any successor exemption application as the same may be updated by the State of Ohio, filed by the Village with respect to such Parcel that is to be filed with respect to each Parcel, and ending for each Parcel, on a parcel-by-parcel basis, on the earlier of (a) thirty (30) years after such commencement or (b) the date on which the Village can no longer require service payments in lieu of taxes, all in accordance with the requirements of O.R.C. Sections 5709.40 through 5709.43 and the TIF Ordinance (the “TIF Exemption”); and

WHEREAS, to establish the TIF as requested by the Company, the Village is required to obtain approval by the Boards, pursuant to R. C. Section 5709.40(D), because the exemption would exceed 75% of the taxes levied on the Improvements and continue for a period longer than 10 years; and

WHEREAS, the Parties intend for the Village to pay to the School District and JVSD for each tax year for years 16-30 of each TIF Exemption an amount equal to the amount of taxes with respect to the incremental assessed value of the property that would have been payable to the School Districts had the incremental assessed value of the property not been exempt by the TIF Exemption, which amount shall be paid for each tax year for years 16-30 for which any of the property constituting the Property is subject to a TIF Exemption (a “TIF Exemption Year”), payable in the calendar year immediately following the TIF Exemption Year; and

WHEREAS, the County by Resolution No. 91-11.21.b adopted November 21, 1991, designated the Fairfield County Enterprise Zone Area as an "Enterprise Zone" pursuant Chapter 5709 of the Ohio Revised Code; and

WHEREAS, the County having the appropriate authority for the stated type of project desires to provide incentives available for the development of certain power plant assets in support of the Project in said Enterprise Zone under Chapter 5709 of the Ohio Revised Code; and

WHEREAS, the County intends to declare by a resolution (the “EZ Resolution”), a one hundred percent (100%) tax exemption of the real and personal property improvements related to a power plant project (the “EZ Project”) to support the EZ Project (the “EZ Exemption”) subsequent to the effective date of the EZ Resolution; and

WHEREAS, in order for the Company or its assigns to be eligible to receive the EZ Exemption, the Company or its assigns must make an investment of at least one billion dollars ($1,000,000,000) in tangible personal property related to power plant operations; and

WHEREAS, the Parties intend for the County to pay to the School District for each tax year for years 1-15 of each EZ Exemption 37% of the from and agreed upon payment in-lieu of taxes (the “EZ PILOT”) which amount shall be paid for each tax year for years 1-15 for which any of the property constituting the EZ Project is subject to an EZ Exemption, payable in the calendar year immediately following the year for which an EZ Exemption exists (an “EZ Exemption Year”); and

WHEREAS, the Parties intend for the County to pay to the JVSD for each tax year for years 1-15 of each EZ Exemption 5% of the EZ PILOT which amount shall be paid for each tax year for years 1-15 for which any of the property constituting EZ Project is subject to an EZ Exemption, payable in the calendar year immediately following the EZ Exemption Year; and

WHEREAS, in exchange for such compensation, the School Districts will provide approval of the TIF Exemption, the CRA Exemption, and the EZ Exemption, waive any additional compensation otherwise authorized under O.R.C. Section 5709.82, and waive notice under the TIF Act, CRA Act, EZ Act, and O.R.C. Sections 5709.40(D) and 5709.83(B); and

WHEREAS, the School District, by and through its Board of Education, has found and determined that this Agreement is in the best interests of the School District and its pupils, and by its Resolution No. ____________, adopted on _________ __, 2025, a true and accurate copy of which is attached hereto as Exhibit A, has approved and authorized the execution of this Agreement, approved the CRA Exemption, approved the TIF Exemption, approved the EZ Exemption, and has waived the notification period under the TIF Act, CRA Act, EZ Act, O.R.C. Sections 5709.40(D) and 5709.83(B) and otherwise provided by law (the "School District Approval Resolution"); and

WHEREAS, the JVSD, by and through its Board of Education, has found and determined that this Agreement is in the best interests of the School District and its pupils, and by its Resolution No. ____________, adopted on ______, 2025, , a true and accurate copy of which is attached hereto as Exhibit B, has approved and authorized the execution of this Agreement, approved the CRA Exemption, approved the TIF Exemption under, approved the EZ Exemption , and has waived the notification period under the TIF Act, CRA Act, EZ Act O.R.C. Sections 5709.40(D) and 5709.83(B) and otherwise provided by law (the "JVSD Approval Resolution"); and

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the Parties agree as follows:

1. **Approval of the CRA Exemptions; Compensation to School District during the CRA Exemption Period**.

   a. As provided in the School District Approval Resolution, the School District approves the CRA Exemptions, the CRA Exemption Period, and the CRA Agreement.

   b. As consideration for the foregoing, the Village agrees to make payments to the School District for each CRA Exemption Year for years 1-15 of each CRA Exemption (the "School District CRA Payments"). For purposes of clarity, the Parties acknowledge and agree that there shall be only one School District CRA Payment associated with each CRA Exemption Year, regardless of the number of CRA Exemptions in effect with respect to the Property during that CRA Exemption Year, with such single School District CRA Payment being in the dollar amount due as a result of all CRA Exemptions in place for the CRA Exemption Year. The School District CRA Payment shall be made solely from Minimum Payments actually received by the Village with respect to a CRA Exemption Year. Each year, the School District CRA Payment shall be an amount equal to 37% of the Minimum Payment actually received by the Village.

   c. The School District agrees that, in accordance with the School District Approval Resolution, the School District CRA Payments are the only compensation the School District shall receive for tax revenues forgone by the School District due to the CRA Exemptions and that the School District shall not seek or be entitled to any other compensation with respect to the CRA Exemptions, including, but not limited to, any other compensation that may be provided for under O.R.C. Section 5709.82 or other generally applicable Ohio law.

d. In connection with the same, and pursuant to the CRA Act, the Village shall make payments to the JVSD for each CRA Exemption Year for years 1-15 of each CRA Exemption (the "JVSD CRA Payments", collectively with the School District CRA Payments the "School CRA Payments"). For purposes of clarity, the Parties acknowledge and agree that there shall be only one JVSD CRA Payment associated with each CRA Exemption Year, regardless of the number of CRA Exemptions in effect with respect to the Property during that CRA Exemption Year, with such single JVSD CRA Payment being in the dollar amount due as a result of all CRA Exemptions in place for the CRA Exemption Year. The JVSD CRA Payment shall be made solely from Minimum Payments actually received by the Village with respect to the CRA Exemption Year. Each year, the JVSD CRA Payment shall be an amount equal to 5% of the Minimum Payment actually received by the Village.

e. If this Agreement is terminated early due to an Event of Default, the payment obligations of the Village under this Agreement shall terminate after payments are made for the last CRA Exemption Year for which any CRA Exemption was in effect prior to the termination of this Agreement.

2. **Approval of the TIF Exemptions; Compensation to the School District during the TIF Exemption Period**.

a. As provided in the School District Approval Resolution, the School District approves the TIF Exemptions for up to one hundred percent (100%), for a period up to thirty (30) years (the "TIF Exemption Period").

b. As consideration for the foregoing, the Village agrees to make payments to the School District for each TIF Exemption Year for years 16-30 of the TIF Exemption (the "School District TIF Payments"). For purposes of clarity, the School District and Village acknowledge and agree that there shall be only one School District TIF Payment associated with each TIF Exemption Year in which payment is due, regardless of the number of TIF Exemptions in effect with respect to the Property during that TIF Exemption Year. Each year, the School District TIF Payment shall be an amount equal to 100% of the amount of service payments actually received by the Village with respect to the incremental assessed value of the property only that would have been payable to the School District had the incremental assessed value of the land not been exempt by the TIF Exemption, multiplied by a fraction, the numerator of which is the School District's effective real property tax rate for the classification of such Parcel for such tax year and the denominator of which is the aggregate effective real property tax rate for the classification of such Parcel for all taxing districts within which the Parcel is located for such tax year. No amount shall be paid to the School District with respect to any portion of the Improvement attributable to the assessed value of any structure.

c. The School District agrees that, in accordance with the School District Approval Resolution, the School District TIF Payments are the only compensation the School

District shall receive for tax revenues forgone by the School District due to the TIF Exemptions and that the School District shall not seek or be entitled to any other compensation with respect to the TIF Exemptions, including, but not limited to, any other compensation that may be provided for under O.R.C. Section 5709.82 or other generally applicable Ohio law.

d. In connection with the same, and pursuant to O.R.C. 5709.40, the Village shall make payments to the JVSD for each TIF Exemption Year for years 16-30 of each TIF Exemption (the "JVSD TIF Payments", collectively with the School District TIF Payments the "School TIF Payments"). For purposes of clarity, the JVSD and Village acknowledge and agree that there shall be only one JVSD TIF Payment associated with each TIF Exemption Year in which payment is due, regardless of the number of TIF Exemptions in effect with respect to the Property during that TIF Exemption Year. Each year, the JVSD TIF Payment shall be an amount equal to 100% of the amount of service payments actually received by the Village with respect to the incremental assessed value of the property that would have been payable to the JVSD had the incremental assessed value of the land not been exempt by the TIF Exemption, multiplied by a fraction, the numerator of which is the JVSD's effective real property tax rate for the classification of such Parcel for such tax year and the denominator of which is the aggregate effective real property tax rate for the classification of such Parcel for all taxing districts within which the Parcel is located for such tax year. No amount shall be paid to the JVSD with respect to any portion of the Improvement attributable to the assessed value of any structure.

e. If this Agreement is terminated early due to an Event of Default, the payment obligations of the Village under this Agreement shall terminate after payments are made for the last TIF Exemption Year for which any TIF Exemption was in effect prior to the termination of this Agreement.

3. **<u>Payment of School Payments</u>**.

a. Unless otherwise agreed in writing by the Village and the School Districts, the Village shall make each School CRA Payment, JVSD CRA Payment, School TIF Payment, and JVSD TIF Payment (collectively, the "School Payment") to the School Districts no later than July 15 of the calendar year immediately following the CRA Exemption Year or TIF Exemption Year associated with that School Payment (i.e., to be consistent with the payment of property tax payments in ordinary course); provided, that the School Districts provides the Village with an invoice for the applicable School Payment no later than thirty (30) days before that July 15. For example, if the first CRA Exemption Year or TIF Exemption Year is 2026 (i.e., tax lien date January 1, 2026), the Village, after receipt of an invoice from the School Districts, shall make the first School Payment to the School Districts no later than July 15, 2027. Failure by the School Districts to provide the Village with a timely invoice for the School Payment shall not excuse the Village's obligation to make the School Payment but shall extend the due date for the payment to fifteen (15) days after the Village's receipt of the applicable invoice. Invoices may be provided by email to the following recipient, or such other designee as the Village may identify from time to time:

Village of Millersport
Attn: Fiscal Officer
2245 Refugee Street
Millersport, Ohio 43046

b. The method of payment for any School Payment due under this Agreement shall be by wire transfer unless another method is mutually agreed upon between the Parties. For each School Payment that the School Districts receive, the School Districts shall provide the Village with a timely written receipt.

4. **Approval of the EZ Exemptions; Compensation to the School District during the EZ Exemption Period**.

a. As provided in the School District Approval Resolution, the School District approves the EZ Exemptions, the EZ Exemption Period, and the Enterprise Agreement.

b. As consideration for the foregoing, the County agrees to make payments to the School District for each EZ Exemption Year for years 1-15 of the EZ Exemption (the "County School District Payments"). For purposes of clarity, the Parties acknowledge and agree that there shall be only one County School District Payment associated with each EZ Exemption Year, with such single County School District Payment being in the dollar amount due as a result of the EZ Exemption in place for the EZ Exemption Year. The County School District Payment shall be made solely from the EZ PILOT actually received by the County with respect to an EZ Exemption Year. Each year, the Enterprise Zone School District Payment shall be an amount equal to 37% of the EZ PILOT actually received by the County.

c. The School District agrees that, in accordance with the School District Approval Resolution, the County School District Payments are the only compensation the School District shall receive for tax revenues forgone by the School District due to the EZ Exemptions and that the School District shall not seek or be entitled to any other compensation with respect to the EZ Exemptions, including, but not limited to, any other compensation that may be provided for under O.R.C. Section 5709.82 or other generally applicable Ohio law.

d. In connection with the same, and pursuant to the EZ Act, the County shall make payments to the JVSD for each EZ Exemption Year for years 1-15 of each EZ Exemption (the "County JVSD Payments", collectively with the County School District Payments the "County Payments"). For purposes of clarity, the Parties acknowledge and agree that there shall be only one County JVSD Payment associated with each EZ Exemption Year, with such single County JVSD Payment being in the dollar amount due as a result of all EZ Exemptions in place for the EZ Exemption Year. The County JVSD Payment shall be made solely from EZ PILOT actually received by the County with respect to a EZ Exemption Year. Each year, the County JVSD Payment shall be an amount equal to 5% of the EZ PILOT actually received by the County.

e. If this Agreement is terminated early due to an Event of Default, the payment obligations of the County under this Agreement shall terminate after payments are made for the last EZ Exemption Year for which any EZ Exemption was in effect prior to the termination of this Agreement.

5. **Payment of County Payments**.

a. Unless otherwise agreed in writing by the County and the School Districts, the County shall make each County Payment to the School Districts no later than July 15 of the calendar year immediately following the EZ Exemption Year associated with that County Payment (i.e., to be consistent with the payment of property tax payments in ordinary course); provided, that the School Districts provides the County with an invoice for the applicable County Payment no later than thirty (30) days before that July 15. For example, if the first EZ Exemption Year is 2026 (i.e., tax lien date January 1, 2026), the County, after receipt of an invoice from the School Districts, shall make the first County Payment to the School Districts no later than July 15, 2027. Failure by the School Districts to provide the County with a timely invoice for the County Payment shall not excuse the County's obligation to make the County Payment but shall extend the due date for the payment to fifteen (15) days after the County's receipt of the applicable invoice. Invoices may be provided by email to the following recipient, or such other designee as the County may identify from time to time:

Fairfield County, Ohio
Attention: County Auditor
210 East Main Street
Lancaster, Ohio 43130

b. The method of payment for any County Payment due under this Agreement shall be by wire transfer unless another method is mutually agreed upon between the Parties. For each County Payment that the School Districts receive, the School Districts shall provide the County with a timely written receipt.

6. **Termination**. In the event that the Company fails to proceed with the Property or for any reason ceases to receive any CRA Exemption, TIF Exemption or EZ Exemption, the Village and County, jointly, may terminate this Agreement by written notice to the School District, and in such event, this Agreement shall terminate and be of no further force and effect and neither Party shall thereafter have any further recourse to the other or obligation under this Agreement. In the event that the School Districts terminates this Agreement as a result of an Event of Default by the Village or County, this Agreement shall terminate and be of no further force and effect and neither Party shall thereafter have any further recourse to the other or obligation under this Agreement, except with respect to the rights of the School District to enforce and collect any then-due and unpaid School Payments as set forth in Section 1(e).

7. **School District Consent and Waiver**. The School District hereby acknowledges that it has received a copy of the CRA Ordinance, TIF Ordinance, and EZ Resolution. In consideration of the execution of this Agreement and in accordance with the School District Approval

Resolution, the School District hereby:

- **a.** Approves (i) the fifteen (15) year, one hundred percent (100%) CRA Exemption authorized in the CRA Ordinance; (ii) the thirty (30) year, one hundred percent (100%) TIF Exemption authorized in the TIF Ordinance; (iii) the fifteen (15) year, one hundred percent (100%) EZ Exemption authorized in the EZ Resolution.

- **b.** Waives the School District's right to receive any and all notification of the Village's intention to authorize the CRA Ordinance and the TIF Ordinance with respect to the CRA Exemptions and the TIF Exemptions that may otherwise be due pursuant to the notice requirements of the CRA Act, TIF Act, O.R.C. 5709.82, 5709.83 and any other generally applicable Ohio law.

- **c.** Waives the School District's right to receive any and all notification of the County's intention to authorize the EZ Resolution with respect to the EZ Exemption that may otherwise be due pursuant to the notice requirements of the EZ Act, O.R.C. 5709.82, 5709.83 and any other generally applicable Ohio law.

- **d.** Waives the School District's right to receive any and all notification of any amendments or modifications to the CRA Ordinance, the TIF Ordinance, the EZ Resolution not inconsistent with the terms of the School District Approval Resolution.

- **e.** Waives any defects or irregularities relating to the authorization of the CRA Exemption, the TIF Exemptions, and the EZ Exemption (including, but not limited to, the notice requirements identified by this Section 7(b) and (c) and any other generally applicable Ohio law).

8. **<u>JVSD Consent and Waiver</u>**. The JVSD hereby acknowledges that it has received a copy of the CRA Ordinance, TIF Ordinance, and EZ Resolution. In consideration of the execution of this Agreement and in accordance with the School District Approval Resolution, the JVSD hereby:

- **a.** Approves (i) the fifteen (15) year, one hundred percent (100%) CRA Exemption authorized in the CRA Ordinance; (ii) the thirty (30) year, one hundred percent (100%) TIF Exemption authorized in the TIF Ordinance; (iii) the fifteen (15) year, one hundred percent (100%) EZ Exemption authorized in the EZ Resolution.

- **b.** Waives the JVSD's right to receive any and all notification of the Village's intention to authorize the CRA Ordinance and the TIF Ordinance with respect to the CRA Exemptions and the TIF Exemptions that may otherwise be due pursuant to the notice requirements of the CRA Act, TIF Act, O.R.C. 5709.82, 5709.83 and any other generally applicable Ohio law.

- **c.** Waives the JVSD's right to receive any and all notification of the County's intention to authorize the EZ Resolution with respect to the EZ Exemption that may otherwise be due pursuant to the notice requirements of the EZ Act, O.R.C. 5709.82, 5709.83 and any other generally applicable Ohio law.

d. Waives the JVSD's right to receive any and all notification of any amendments or modifications to the CRA Ordinance, the TIF Ordinance, the EZ Resolution not inconsistent with the terms of the JVSD Approval Resolution.

e. Waives any defects or irregularities relating to the authorization of the CRA Exemption, the TIF Exemptions, and the EZ Exemption (including, but not limited to, the notice requirements identified by this Section 8(b) and (c) and any other generally applicable Ohio law).

9. **Application of Ohio Revised Code Section 5709.82**. The Boards acknowledge that this Compensation Agreement comprises the entirety of compensation for foregone property tax revenue to which the Boards may be entitled in connection with the CRA Exemption, TIF Exemption, or EZ Exemption granted. The treatment of any and all such compensation provided herein fully addresses the rights, obligations and responsibilities of the Parties under Ohio Revised Code Section 5709.82.

10. **Valuation Challenges**. This Agreement does not restrict the ability of either Party or any other authorized entity or person from challenging, to the extent permissible under law, the increase in assessed valuation of the real property constituting the Project that benefits from the TIF Exemptions, or EZ Exemptions at the Property.

11. **Notices**. Except as expressly otherwise provided herein, any notice, consent, or approval required or permitted under this Agreement shall be in writing, and shall be delivered (i) by registered or certified mail, postage prepaid, with return receipt requested and with online tracking information supplied by email to the recipient and shall be deemed delivered when the return receipt is signed, refused, or unclaimed by the Party to whom it is addressed, or (ii) by a nationally recognized overnight courier, with online tracking information supplied by email to the recipient and shall be deemed delivered to the Party to whom it is addressed the next business day after acceptance by the courier service with instructions for next-business-day delivery:

If to the School District To:	Walnut Township Local School District Attention: Treasurer 11850 Lancaster Street Millersport, Ohio 43046
If to the JVSD To:	Eastland-Fairfield Career & Technical Schools Attention: Treasurer 4300 Amalgamated Place Groveport, Ohio 43125
If to the Village To:	Village of Millersport Attention: Village Administrator 2245 Refugee Street

	Millersport, Ohio 43046
With a Copy To:	Village of Millersport Attention: Solicitor 2245 Refugee Street Millersport, Ohio 43046
If to the County To:	Rick Szabrak Fairfield County Economic Development 4465 Coonpath Road NW Carroll, Ohio 43112

Either Party may change the person(s) or address(es) designated above by delivery of written notice to the other Party of such change(s). Any notice given shall be deemed effective on (a) the date delivered, if by hand, (b) on the date deposited in the U.S. Mail, if by certified mail, or (c) on the date deposited with the overnight courier service, if by overnight courier.

12. **Notice of Default, Cure and Remedy**. A Party shall be in default of this Agreement only if the Party fails to perform any material obligation under this Agreement and such failure continues uncured for more than sixty (60) days after receiving a written notice of default from the other Parties. Any such default which continues uncured beyond the sixty (60) day cure period above shall constitute an "Event of Default". Except as provided in Section 6, in no event will the Village or County be liable under this Agreement for any monetary damages in excess of the amount of any unpaid School Payments due before an Event of Default. In no event will any Party be liable to another Party under this Agreement for any indirect, reliance, exemplary, incidental, speculative, punitive, special, consequential, or similar damages that may arise in connection with this Agreement.

13. **Duration of Agreement; Amendment**. This Agreement shall become effective on the Effective Date after the Agreement is executed and delivered by all Parties and shall remain in effect for such period as any CRA Exemption, TIF Exemption, or EZ Exemption is in effect with respect to the Property. This Agreement may be amended only by mutual agreement of the Parties hereto. No amendment to this Agreement shall be effective unless it is contained in a written document approved and signed on behalf of all Parties hereto by duly authorized representatives.

14. **Merger; Entire Agreement**. This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter contained herein and merges and supersedes all prior discussion, agreements, and undertakings of every kind and nature between the Parties with respect to the subject matter of this Agreement.

15. **Assignment**. This Agreement shall inure to the benefit of, and shall be binding in accordance with its terms, upon the School Districts, the Village, and the County and their respective

permitted successors and assigns. No Party shall assign this Agreement without the written consent of the other Parties. Upon any such assignment, the assignor will be automatically released from any and all obligations or liability under or in connection with this Agreement to the extent such obligations or liability is assumed by the assignee in writing; provided, however, that the assignor shall notify the School Districts, in writing, of any such assignment within thirty (30) days after the effective date of such assignment.

16. **Severability**. Should any portion of this Agreement be declared by a court of competent jurisdiction to be unconstitutional, invalid, or otherwise unlawful or unenforceable, such decision shall not affect the entire Agreement but only that part declared to be unconstitutional, invalid, or otherwise unlawful or unenforceable, and this Agreement shall be construed in all respects as if any invalid portions were omitted.

17. **Counterparts; Captions**. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same Agreement. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

18. **Authority.** Pursuant to the CRA Ordinance, TIF Ordinance, EZ Resolution, the School District Approval Resolution, and the JVSD Approval Resolution undersigned represent and warrant that they are agents or authorized officers of their respective Parties, duly authorized to execute this Agreement on behalf of said Parties.

19. **Governing Law.** This Agreement for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.

20. **Extent of Covenants; No Personal Liability; School District Payments and JVSD Payments Not a Debt**. All covenants, obligations, and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future member, officer, agent, or employee of the School Districts or the Village or County, other than in his or her official capacity, and neither the members of the Council, the Commissioners, or the Board of Education of the School Districts nor any official or authorized officer executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations, or agreements of the School Districts, Village, and County contained in this Agreement. Any obligation of the Village or County created by or arising out of this Agreement shall never constitute a general debt of the Village or County or give rise to any pecuniary liability of the Village or County, and the Village's and County's commitments to make the School Payments herein shall be payable solely from the service payments in lieu of taxes actually received from the Company or any successor property owners and then available to the Village or County.

IN WITNESS WHEREOF, the School Districts, the Village, and the County have caused this Agreement to be executed in their respective names by their duly authorized representatives to be effective as of the Effective Date.

WALNUT TOWNSHIP LOCAL SCHOOL DISTRICT

By: ______________________________
Printed Name: Kim Radulovich
Title: Superintendent
Date: _______________ __, 2025

By: ______________________________
Printed Name: Jill Bradford
Title: Treasurer
Date: _______________ __, 2025

Authorized by Board Resolution No. Approved __________ __, 2025.

EASTLAND-FAIRFIELD CAREER & TECHNICAL SCHOOLS

By: ______________________________
Printed Name: Shelley Groves
Title: Superintendent/CEO
Date: _______________ __, 2025

By: ______________________________
Printed Name: Dawn Lemley
Title: Treasurer
Date: _______________ __, 2025

Authorized by Board Resolution No. Approved __________ __, 2025.

VILLAGE OF MILLERSPORT

By: ______________________________
Printed Name: Vincent Popo
Title: Village Administrator
Date: _______________ __, 2025

By: ______________________________
Printed Name: Susan Ramsey
Title: Fiscal Officer
Date: _______________ __, 2025

Authorized by Council Ordinance No.___ Approved __________ __, 2025.

Approved as to form:

By: ___________________________________

FAIRFIELD COUNTY, OHIO

By: ____________________________
President
Date: ______________ __, 2025

By: ____________________________
Commissioner
Date: ______________ __, 2025

By: ____________________________
Commissioner
Date: ______________ __, 2025

Authorized by County Resolution No.___ Approved _________ __, 2025.

Approved as to form:

By: _________________________________
County Prosecutor

O.R.C. 5705.41
CERTIFICATE OF AVAILABILITY OF FUNDS

The undersigned, Fiscal Officer of the Village of Millersport, Ohio (the "**Village**"), hereby certifies in connection with the School District Compensation Agreement entered into between the Village, Fairfield County, Ohio, Walnut Township Local School District and Eastland-Fairfield Career & Technical Schools, dated as of ___________ __, 2025, that:

The amount ($0.00) required to meet the contract, obligation, or expenditure for the attached during Fiscal Year 2025, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance. This certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of ________, 2025.

____
Fiscal Officer

Dated: _______ __, 2025

O.R.C. 5705.41
CERTIFICATE OF AVAILABILITY OF FUNDS

The undersigned, Auditor of Fairfield County, Ohio (the "**County**"), hereby certifies in connection with the School District Compensation Agreement entered into between the County, the Village of Millersport, Ohio, the Walnut Township Local School District, and Eastland-Fairfield Career & Technical Schools, dated as of ___________ __, 2025, that:

The amount ($0.00) required to meet the contract, obligation, or expenditure for the attached during Fiscal Year 2025, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance. This certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of ________, 2025.

____
Fairfield County Auditor

Dated: _______ __, 2025

O.R.C. 5705.41

CERTIFICATE OF AVAILABILITY OF FUNDS

The undersigned, Treasurer of the Walnut Township Local School District (the "**School District**"), hereby certifies in connection with the School District Compensation Agreement entered into between the School District and the Village of Millersport, Ohio, Fairfield County, Ohio, and Eastland-Fairfield Career & Technical Schools, dated as of ____________ __, 2025, that:

The amount ($0.00) required to meet the contract, obligation, or expenditure for the attached during Fiscal Year 2025, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance. This certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of ________, 2025.

____
Treasurer

Dated: _______ __, 2025.

O.R.C. 5705.41
CERTIFICATE OF AVAILABILITY OF FUNDS

The undersigned, Treasurer of the Eastland-Fairfield Career & Technical Schools (the "**JVSD**"), hereby certifies in connection with the School District Compensation Agreement entered into between the JVSD and the Village of Millersport, Ohio, Fairfield County, Ohio, and Walnut Township Local School District, dated as of ____________ __, 2025, that:

The amount ($0.00) required to meet the contract, obligation, or expenditure for the attached during Fiscal Year 2025, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance. This certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of ________, 2025.

____
Treasurer

Dated: _______ __, 2025.

EXHIBIT A

SCHOOL DISTRICT APPROVAL RESOLUTION

See Attached

EXHIBIT B

JVSD APPROVAL RESOLUTION

See Attached

OHIO ENTERPRISE ZONE AGREEMENT

This Ohio Enterprise Zone Agreement (this "Agreement") is made and entered into by and among Fairfield County, Ohio, a County, with its main offices located at 210 East Main Street Room 301, Lancaster, Ohio 43130 (hereinafter referred to as "COUNTY") and Vantage Data Centers Management Company, LLC, a Delaware limited liability company (together with its affiliate Sierra Realty Investments, LLC or such other single asset real estate entity acquiring the property at which the Project (as defined herein) will be developed, hereinafter referred to as "ENTERPRISE").

WITNESSETH;

WHEREAS, the COUNTY by Resolution No. 91-11.21.b adopted November 21, 1991, designated the Fairfield County Enterprise Zone Area as an "Enterprise Zone" pursuant Chapter 5709 of the Ohio Revised Code; and

WHEREAS, effective July 8, 1992, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Resolution No. 91-11.21.b contains the characteristics set forth in Section 5709.61(A) of the Ohio Revised Code and certified said area as an Enterprise Zone under said Chapter 5709; and

WHEREAS, ENTERPRISE desires to develop a state-of-the-art, approximately 1GW natural gas fired electric generating facility in Millersport, Ohio (hereinafter referred to as the "PROJECT") within the boundaries of the aforementioned Enterprise Zone, provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

WHEREAS, ENTERPRISE plans to enter into a contract with ArcLight Capital Partners, LLC or an affiliate ("ArcLight") to help develop the PROJECT and to request to partially assign this Agreement to ArcLight; and

WHEREAS, COUNTY having the appropriate authority for the stated type of project desires to provide ENTERPRISE with incentives available for the development of the PROJECT in said Enterprise Zone under Chapter 5709 of the Ohio Revised Code; and

WHEREAS, the PROJECT is expected to enable the ENTERPRISE to create approximately five full-time permanent job opportunities with total annual compensation of approximately $750,000 in connection with the PROJECT

WHEREAS, ENTERPRISE has submitted a proposed agreement application (herein attached as Exhibit A) to the COUNTY (hereinafter referred to as "APPLICATION"); and

WHEREAS, ENTERPRISE has remitted the required state application fee of $750.00 made payable to the Ohio Department of Development with the application to be forwarded with the final Agreement; and

WHEREAS, the COUNTY has investigated the application of ENTERPRISE and has recommended the same to the Board of Commissioners of Fairfield County on the basis that ENTERPRISE is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Enterprise Zone and improve the economic climate of the COUNTY; and

WHEREAS, the project site as proposed by ENTERPRISE is located in the Walnut Township Local School District and the area of service for the Eastland-Fairfield Career & Technical School and the Boards of Education of both Districts have been notified in accordance with Ohio Revised Code Section 5709.83, or such notice has been waived, and have been given a copy of the APPLICATION and this Agreement; and

WHEREAS, pursuant to Section 5709.63 and in conformance with the format required under Section 5709.631 of the Ohio Revised Code, the parties hereto desire to set forth their agreement with respect to matters hereinafter contained; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows

1. **<u>The Project</u>**. ENTERPRISE or its successors or assigns shall make a good faith effort to develop, construct, and equip an approximately 5,000 sq. ft., 1GW natural gas fired electric generating facility on a location in Millersport, Ohio. Said facility shall be constructed on an approximately 90 acre tract which is part of a larger tract with parcel number [to be determined] as the same is known and designated on the Fairfield County Auditor's revised list of lots in Millersport, Ohio.

   The total cost of the investments to be made in connection with the PROJECT is estimated to include (i) between [$500,000] and [$5,000,000] for construction of new real property investments, (ii) at least $1,000,000,000 for acquisition of new machinery and equipment, (iii) approximately $100,000 in furniture and fixtures, and (iv) $0 for new inventory. The value of machinery, equipment, furniture, fixtures and inventory used at another location in Ohio prior to the date of this Agreement and relocated or to be relocated from that location to the PROJECT is $0. The estimates provided in this Section are good faith estimates provided pursuant to Ohio Revised Code Section 5709.631(A) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement. The parties recognize that the costs associated with the PROJECT may increase or decrease significantly. If the investment exceeds or is less than the estimated investment level, neither the actual investment level nor the estimated investment level shall serve as a cap on the value of the exemptions provided pursuant to this Agreement

2. **<u>Project Construction Schedule</u>**. The scheduled estimated starting date for construction of the PROJECT is approximately September 2026 and the estimated scheduled completion date for construction of the PROJECT is approximately September 2027. The estimates provided in this Section are good faith estimates provided pursuant to Ohio Revised Code Section 5709.631(A) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement.

3. **Job Creation and Retention**. ENTERPRISE shall use commercially reasonable efforts to create, or cause to be created by approximately December 2028 the equivalent of approximately five (5) new full-time permanent jobs, 0 new part-time permanent jobs, 0 new full-time temporary jobs, and 0 new part-time temporary jobs. The total annual payroll associated with the new full-time permanent positions is estimated to be approximately $750,000. Hiring is expected to commence approximately May 2027 and to be completed by approximately December 2028. Currently, ENTERPRISE has 17 employees in Ohio, and no employees at the PROJECT. The estimates provided in this Section are good faith estimates provided pursuant to Ohio Revised Code Section 5709.631(A) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement, subject to the provisions of Section 25 of this Agreement. The parties recognize that the employment and payroll estimates associated with the PROJECT may increase or decrease; provided, however, that if such decrease is material, it may constitute a default under Section 14 of this Agreement.

4. **Local Hiring.** ENTERPRISE shall use commercially reasonable efforts to hire at least thirty-three (33%) of its employees from within the Enterprise Zone.

5. **Tax Incentive Review Council**. ENTERPRISE shall provide to the proper Tax Incentive Review Council any information reasonably required by the council to evaluate the ENTERPRISE's compliance with this Agreement, including returns or annual reports filed pursuant to Section 5711.02 or 5727.08 of the Ohio Revised Code if requested by the Council.

6. **Real Property Tax Exemption**. COUNTY hereby grants ENTERPRISE a tax exemption for the assessed valuation of real property constituting the PROJECT pursuant to Section 5709.63 of the Ohio Revised Code which shall be in the following amounts:

Year of Tax Exemption	Tax Exemption Amount
YR 1	100%
YR 2	100%
YR 3	100%
YR 4	100%
YR 5	100%
YR 6	100%
YR 7	100%
YR 8	100%
YR 9	100%
YR 10	100%
YR 11	100%
YR 12	100%
YR 13	100%
YR 14	100%
YR 15	100%

Each separately identifiable real property improvement will receive a one hundred percent (100%) exemption for a fifteen-year exemption period. For each separately identifiable real property improvement, the exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. No exemption shall commence after December 31, 2042, nor extend beyond December 31, 2057.

Although an exemption under this Agreement for any separately identifiable real property improvements lasts for only 15 years, the real property exemption period for the PROJECT as a whole may last more than 15 years. The exemptions set forth in this Section shall apply irrespective of whether the real property is owned by the ENTERPRISE or, in accordance with Section 21 of this Agreement, by another entity.

7. **Public Utility Property Tax Exemption**. COUNTY hereby grants ENTERPRISE a tax exemption pursuant to Section 5709.63 of the Ohio Revised Code with regard to all otherwise-applicable Ohio personal property taxes, including public utility personal property taxes, for each and every item of tangible personal property acquired in conjunction with the PROJECT, including but not limited to machinery and equipment, business fixtures and inventory, furniture and fixtures first used in business in Ohio at the PROJECT. Said exemptions shall be in the following amounts:

Year of Tax Exemption	Tax Exemption Amount
YR 1	100%
YR 2	100%
YR 3	100%
YR 4	100%
YR 5	100%
YR 6	100%
YR 7	100%
YR 8	100%
YR 9	100%
YR 10	100%
YR 11	100%
YR 12	100%
YR 13	100%
YR 14	100%
YR 15	100%

Each identified piece of tangible personal property will receive a one hundred percent (100%) exemption for a fifteen-year exemption period. For each item of personal property, the exemption commences the first year for which the item of tangible personal property would first be taxable were that property not exempted from taxation. The minimum investment for tangible personal property to qualify for the exemption is $1,000,000,000. The maximum investment for tangible personal property to qualify for the exemption is

$N/A (no maximum limit on exemption amount). No personal property tax exemption shall commence after December 31, 2042, nor extend beyond December 31, 2057.

Although exemption under this Agreement for a particular item of personal property may last for only 15 years, the personal property exemption period for the PROJECT as a whole may last more than 15 years. The exemptions set forth in this Section shall apply irrespective of whether the real property is owned by the ENTERPRISE or, in accordance with Section 21 of this Agreement, by another entity

8. **Tax Exemption Applications**. ENTERPRISE shall file or cause to be filed any and all tax exemption applications necessary to effectuate and maintain the tax exemptions provided in this Agreement (e.g., DTE Form 24 and Form 937EX or their respective successor forms).

9. **Annual Fee**. ENTERPRISE shall pay an annual fee of three thousand five hundred dollars ($3,500). The fee shall be made payable to the COUNTY once per year for each year this Agreement is in effect on the anniversary date of this Agreement in the form of a check. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with Section 5709.68 of the Ohio Revised Code and by the Tax Incentive Review Council created under Section 5709.85 of the Revised Code exclusively for the purposes of performing the duties prescribed under that Section.

10. **Payment of Non-Exempt Taxes**. ENTERPRISE shall pay such real and personal property taxes as are not exempted under this Agreement and are charged against such property and shall file all tax reports and returns as required by law. If ENTERPRISE fails to pay such taxes or file such returns and reports, and such failure is not corrected within thirty days of written notice thereof to the ENTERPRISE, all incentives granted under this Agreement are rescinded beginning with the year for which such taxes are charged, or such reports or returns are required to be filed and thereafter.

11. **Annual Payment**. Exemptions are conditioned upon the ENTERPRISE making an annual payment in lieu of taxes in the amount of 20% of the real and personal property taxes that otherwise would have been due and payable, had there been no Enterprise Zone exemption, for each tax year during which this Agreement is in effect (the "Annual Payment").

Unless otherwise agreed to in writing by the Parties, the ENTERPRISE will make each Annual Payment to the COUNTY no later than May 15 of the calendar year immediately following the tax year in which such exemption is in effect; provided that, the COUNTY provides the ENTERPRISE with an invoice for the applicable Annual Payment no later than sixty (60) days before that May 15 (the "Payment Date") and provided further that failure by the COUNTY to deliver such invoice shall not excuse the ENTERPRISE for its payment obligation but shall only delay the payment of such Annual Payment to the same extent delivery of the invoice was delayed. For example, if the first tax year in which an exemption applies under this Agreement were 2027 (i.e., tax lien date January 1, 2027), the ENTERPRISE, after receipt of an invoice from the COUNTY by March 15, 2028, will make the first Annual Payment to the COUNTY no later than May 15, 2028. The last

Annual Payment will be payable in the calendar year immediately following the last tax year in which an exemption is in effect pursuant to this Agreement. Invoices will include an accounting for calculation of the Annual Payment and be provided to the ENTERPISE consistent with the method for providing notice under Section 28.

The standard method of payment for any Annual Payment due under this Agreement will be by wire transfer, unless another method is mutually agreed upon in writing between the Parties. For each Annual Payment that the COUNTY receives, the COUNTY will provide the ENTERPRISE with a written receipt within thirty (30) calendar days.

Failure by the ENTERPRISE to make an Annual Payment or any portion thereof by the Payment Date shall subject the ENTERPRISE to a penalty equal to ten percent (10%) of the unpaid amount (the "Past Due Penalty"). The Past Due Penalty may be assessed at any time after the Payment Date. The COUNTY shall provide written notice informing the ENTERPRISE that a penalty has been assessed, but failure of the COUNTY to deliver the notice shall not relieve the ENTERPRISE of any liability or obligation to pay the Past Due Penalty.

In addition to the Past Due Penalty, the COUNTY may charge interest on the overdue or unpaid amount of any Annual Payment. Such interest (the "Interest") shall be computed at the rate per annum prescribed by Ohio Revised Code Section 5703.47. Interest chargeable in accordance with this section shall begin to accrue immediately upon failure of the ENTERPRISE to make an Annual Payment by the Payment Date.

Because the ENTERPRISE enjoys the right to make Annual Payments in lieu of the taxes otherwise due and payable but for the terms of this Agreement, the COUNTY may enforce the payment of such Annual Payments by way of a tax lien on the portion of the PROJECT for which any portion of any Annual Payments remains unpaid such tax lien shall attach, and may be perfected, collected, and enforced, in the same manner as a tax lien on real property, and shall otherwise have the same force and effect as a tax lien on real property.

12. **Cooperation of the County**. COUNTY shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

13. **Expiration or Revocation of Enterprise Zone**. If for any reason the Enterprise Zone designation expires, the Director of the Ohio Department of Development revokes certification of the Enterprise Zone, or COUNTY revokes the designation of the Enterprise Zone, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless ENTERPRISE materially fails to fulfill its obligations under this Agreement and, consequently, COUNTY terminates or modifies the exemptions from taxation granted under this Agreement from the date of the material failure.

14. **Termination or Modification upon Default**. If ENTERPRISE materially fails to fulfill its obligations under this Agreement for a period of 90 days, other than with respect to the number of employee positions estimated to be created or retained under this Agreement which instance is controlled by Section 25 of this Agreement, and such failure shall be continuing and uncured for a period of 30 days after the receipt of written notice thereof by the ENTERPRISE from the COUNTY, or if COUNTY determines that the certification as to delinquent taxes required by this Agreement is fraudulent, COUNTY may terminate or modify the exemptions from taxation granted under this Agreement and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this Agreement. In addition, if the ENTERPRISE defaults in its obligations under the Tax Incentive Donation Agreement for a period of 90 days, and such default shall be continuing and uncured for a period of 30 days after the receipt of written notice thereof by the ENTERPRISE from the COUNTY, the COUNTY shall, take such actions as the case may be to modify or terminate the exemption from taxation granted under this Agreement and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this Agreement, less the amounts paid pursuant to the Tax Incentive Donation Agreement.

15. **Certification as to No Delinquent Taxes**. ENTERPRISE hereby certifies that at the time this Agreement is executed, ENTERPRISE does not owe any delinquent real taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which ENTERPRISE is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, ENTERPRISE currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against ENTERPRISE. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

16. **Approval by the County**. ENTERPRISE and COUNTY acknowledge that this Agreement must be approved by formal action of the legislative authority of COUNTY as a condition for this Agreement to take effect. This Agreement takes effect upon such approval.

17. **Non-Discriminating Hiring**. COUNTY has developed a policy to ensure recipients of Enterprise Zone tax benefits practice non-discriminating hiring in its operations. By executing this Agreement, ENTERPRISE is committing to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

18. **Revocation of Exemptions**. Exemptions from taxation granted under this Agreement shall be revoked if it is determined that ENTERPRISE, any successor enterprise, or any related member (as those terms are defined in Section 5709.61 of the Ohio Revised Code) has violated the prohibition against entering into this Agreement under Division (E) of Section 3735.671 or Section 5709.62, 5709.63, or 5709.632 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.

19. **<u>Cross Default; Project Incentive Agreements</u>**. This Agreement is being considered alongside several other agreements incentivizing the PROJECT (the "Project Incentive Agreements"). These Project Incentive Agreements include the Development Agreement, the Tax Increment Financing Agreement, the Community Revitalization Area Agreement, or any related incentive agreement. Additionally, a default of any of the Project Incentive Agreements shall be considered a default under this Agreement.

20. **<u>Ohio Revised Code Section 9.66 Covenants</u>**. ENTERPRISE affirmatively covenants that it has made no false statements to the State or local political subdivision in the process of obtaining approval for the Enterprise Zone incentives. If any representative of ENTERPRISE has knowingly made a false statement to the State or local political subdivision to obtain the Enterprise Zone incentives, ENTERPRISE shall be required to immediately return all benefits received under the Enterprise Zone Agreement pursuant to Ohio Revised Code Section 9.66 (C) (2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to Ohio Revised Code Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(D)(1), which is punishable by a fine of not more than $1,000 and/or a term of imprisonment of not more than six months.

21. **<u>Transfer and/or Assignment</u>**. The rights and obligations of the ENTERPRISE under this Agreement may be transferred or assigned in whole or in part by the ENTERPRISE with the express, written consent of the COUNTY, which consent shall not be unreasonably conditioned, delayed or withheld: (i) to any affiliate controlling, controlled by or under common control with the ENTERPRISE or (ii) to non-affiliated subsequent owners of all or any portion of the property or the PROJECT (each a "Permitted Transferee"). Any Permitted Transferee shall, as a condition to assignment, enter into an assumption agreement with the COUNTY (an "Assumption Agreement") wherein such Permitted Transferee, as a condition to the right to receive tax exemptions as set forth in this agreement, must assume all obligations of the ENTERPRISE under this Agreement with respect to such portion of the PROJECT as the Permitted Transferee receives from the ENTERPRISE. Within fifteen (15) days following receipt by the COUNTY of such Assumption Agreement, the COUNTY shall refer to the Board of Commissioners legislation authorizing execution of the Assumption Agreement and if approved by such Board of Commissioners the COUNTY shall return an executed Assumption Agreement to or at the direction of the Permitted Transferee. For each Assumption Agreement filed with the COUNTY, a $2,500 assignment fee shall be due to the COUNTY within 30 days after the complete execution of that Assumption Agreement. In the event that the ENTERPRISE sells the PROJECT in its entirety and assigns its rights and obligations hereunder to its successor in title to the property and the PROJECT, then the ENETERPRISE shall be relieved of all of its covenants, commitments and obligations hereunder if purchaser assumes the obligations of the ENTERPRISE under this Agreement and any other related agreement.

22. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

23. **Severability**. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect; and, if any provision of this Agreement is capable of two constructions one of which would render the provision valid, then such provision shall have the meaning which renders it valid.

24. **Validity**. The ENTERPRISE and the COUNTY are prohibited from challenging the validity of this Agreement or the Enterprise Zone. In that regard, the ENTERPRISE and the COUNTY waive any defects in any proceedings related to the Enterprise Zone or this Agreement. If the validity of the Enterprise Zone or this Agreement is challenged by any entity or individual, whether private or public, the ENTERPRISE and the COUNTY shall advocate diligently and in good faith in support of the validity of the Enterprise Zone and this Agreement.

25. **Number of Employee Positions**. In any three-year period during which this Agreement is in effect, if the actual number of employee positions created or retained by the ENTERPRISE is not equal to or greater than seventy-five per cent of the number of employee positions estimated to be created or retained under this Agreement during that three-year period (in other words, less than 3), the ENTERPRISE shall repay the amount of taxes on property that would have been payable had the property not been exempted from taxation under this Agreement during that three-year period. In addition, upon a violation of the first sentence of this Section 25, the COUNTY may terminate or modify the exemptions from taxation granted under this Agreement. For purposes of this Section: (i) employee positions created or retained by the ENTERPRISE includes employee positions that the ENTERPRISE causes to be created or retained, irrespective of whether the employees are employed by the ENTERPRISE or another entity; (ii) the first three-year period shall not commence until the start of the 2029 calendar year; (iii) the three-year periods shall be consecutive, rolling three-calendar-year periods (e.g., the first three year period shall be years 2029 through 2031, and the second three-year period shall be 2030 through 2032); and (iv) repayment for a three-year period shall be required only if the ENTERPRISE fails to meet the 75% threshold for the entirety of that three-year period.

26. **New Community Authority**. Any exemption granted under this Agreement, and the ENTERPRISE's right to any exemption granted hereunder is contingent, in all respects, on, at the request of the COUNTY or the Village, the (i) legal addition of the PROJECT by the ENTERPRISE to the Millersport New Community Authority once established by the Village, (ii) payment by the ENTERPRISE, and its permitted successors and assigns, of all "community development charges" that may be levied by the Millersport New Community Authority against the ENTERPRISE upon the PROJECT from time to time during the time in which the ENTERPRISE, and its permitted successors and assigns, are

the fee owner of any portion of the PROJECT, to a maximum real property charge of 6 mills and additional income-based charge or similar item imposed with respect to payroll of 1% for ENTERPRISE employees at the PROJECT (in addition to the Village's 1% income tax).

27. **Legal Fees**. ENTERPRISE shall pay to the COUNTY its reasonable fees and expenses for costs of preparing all documentation associated with this Agreement. The payment shall be due within five (5) business days after complete execution and delivery of this Agreement. Each Assignee shall pay to the COUNTY its reasonable fees and expenses for costs of preparing all documentation associated with any Assumption Agreement or any other documentation requested by an Assignee or reasonably required by this Agreement. The payment shall be due within five (5) business days after complete execution and delivery of such Assumption Agreement or such other documentation.

28. **Notices**. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed:

If to the COUNTY, to:
Rick Szabrak
Fairfield County Economic Development
4465 Coonpath Road NW
Carroll, Ohio 43112

With a copy to:

J. Caleb Bell. Esq.
Bricker Graydon LLP
100 South Third Street
Columbus, OH 43215

If to the ENTERPRISE, to: ____________________
____
____

With a copy to:
Sean P. Byrne, Esq.
Vorys, Sater, Seymour and Pease
52 East Gay Street
Columbus, OH 43215

or to any such other addresses as may be specified by any party, from time to time, by prior written notification.

(signature page to follow)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of __________________.

VANTAGE DATA CENTERS MANAGEMENT COMPANY, LLC

By: ______________________________

Name: ______________________________

Title: ______________________________

BOARD OF COUNTY COMMISSIONERS OF FAIRFIELD COUNTY, OHIO

____
President

____
County Commissioner

____
County Commissioner

Approved as to form:

____
County Prosecutor

(*Additional signatures to follow)*

APPROVAL BY VILLAGE OF MILLERSPORT, OHIO

The Council of the Village of Millersport, Ohio, hereby approves and consents to the foregoing Agreement pursuant to Section 5709.63(A) of the Ohio Revised Code.

______________________________	______________________________________
Date	Mayor
	______________________________________
	Clerk of Council, Millersport Village Council

APPROVAL BY WALNUT TOWNSHIP LOCAL SCHOOL DISTRICT

The Board of Education of the Walnut Township Local School District hereby approves and consents to the foregoing Agreement pursuant to Section 5709.63 of the Ohio Revised Code.

____
Date

BOARD OF EDUCATION OF THE
WALNUT TOWNSHIP LOCAL SCHOOL
DISTRICT

By: ____________________________________

Its: ____________________________________

APPROVAL BY EASTLAND-FAIRFIELD CAREER & TECHNICAL SCHOOL DISTRICT

The Board of Education of the Eastland-Fairfield Career & Technical School District hereby approves and consents to the foregoing Agreement pursuant to Section 5709.63 of the Ohio Revised Code.

____
Date

BOARD OF EDUCATION OF THE
EASTLAND-FAIRFIELD CAREER &
TECHNICAL SCHOOL DISTRICT

By: ____________________________________

Its: ____________________________________

EXHIBIT A

Enterprise Zone Application

(attached hereto)

Signature Page

Resolution No. 2025-10.21.d

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN ENTERPRISE ZONE AGREEMENT BETWEEN THE COUNTY AND VANTAGE DATA CENTERS MANANGEMENT COMPANY; AUTHORIZING THE EXECUTION AND DELIVERY OF A SCHOOL COMPENSATION AGREEMENT; AND APPROVING RELATED MATERIALS

(Fairfield County Economic & Workforce Development)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2025-10.21.e

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW AGREEMENT BETWEEN THE COUNTY, THE VILLAGE OF MILLERSPORT, NORTH VALLEY BANK, AND VANTAGE DATA CENTERS MANANGEMENT COMPANY; AND APPROVING RELATED MATERIALS

WHEREAS, the Village of Millersport (the "Village") has passed Ordinance No. ____ on July __, 2025 (the "Village Authorizing Legislation"), and authorized the Village to enter into that certain Development Agreement among, the Village, the County and Company, among others, dated as of September __ 2025 (the "Development Agreement"); and

WHEREAS, this Board passed Resolution No. 2025-10.01.j on October 7, 2025 (the "County Authorizing Legislation" and, together with the Village Authorizing Legislation, the "Authorizing Legislation"), and authorized the Fairfield County (the "County") to enter into the Development Agreement; and

WHEREAS, pursuant to the Development Agreement, the Village, the County and Vantage Data Centers Management, LLC (the "Company") have determined it is necessary to establish an escrow account (the "Escrow Account") in the custody of North Valley Bank (the "Escrow Agent") pursuant to the agreement (the "Escrow Agreement") for the reimbursement of third-party professional fees incurred as a result of the data center project located within the Village (the "Project"); and

WHEREAS, this Board desires to approve the execution of the Escrow Agreement, substantially in form attached to this Resolution as Exhibit A, incorporated by reference.

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

Section 1. The Escrow Agreement between County, Village, Company and the Escrow Agent establishing an Escrow Account for the third-party professional fees incurred in furtherance of the Project, substantially in the form attached to this Resolution as Exhibit A, is hereby approved and authorized, with changes or amendments thereto not inconsistent with this Resolution and not substantially adverse to the County, as determined by this Board, and any other documents necessary to implement the Escrow Agreement, on behalf of the County. This Board authorizes the Fairfield County Auditor to execute and implement the Escrow Agreement on behalf of the County.

Section 2. It is found that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. This Resolution shall become effective immediately upon its passage.

Prepared by: Anthony Iachini

cc: Economic and Workforce Development

THIRD PARTY PROFESSIONAL FEES ESCROW AGREEMENT

THIS THIRD PARTY PROFESSINAL FEES ESCROW AGREEMENT ("Escrow Agreement") is made as of September __, 2025 by and among the VILLAGE OF MILLERSPORT, a municipal corporation duly organized and validly existing under the laws of the State of Ohio (the "Village"), FAIRFIELD COUNTY, an Ohio county (the "County"), VANTAGE DATA CENTERS MANAGEMENT, LLC (the "Company") and NORTH VALLEY BANK (the "Escrow Agent"), a state bank duly organized and validly existing under and by virtue of the laws of the State of Ohio;

WITNESSETH:

WHEREAS, the Council of the Village has passed Ordinance No. ____ on July __, 2025 (the "Village Authorizing Legislation"), and authorized the Village to enter into that certain Development Agreement among, the Village, the County and Company, among others, dated as of September __ 2025 (the "Development Agreement"); and

WHEREAS, the County Commissioners passed Resolution No. 2025-10.01.j on October 7, 2025 (the "County Authorizing Legislation" and, together with the Village Authorizing Legislation, the "Authorizing Legislation"), and authorized the County to enter into the Development Agreement; and

WHEREAS, pursuant to the Development Agreement, the Village, the County and Company have determined it is necessary to establish an Escrow Account in the custody of the Escrow Agent pursuant to the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and in order to provide for the deposit and disbursement of moneys to pay Third Party Professional Fees (as defined and described in the Development Agreement), the parties hereto covenant, agree and bind themselves as follows:

Section 1. Definitions. The words and terms used and not otherwise defined herein shall have the same meanings as set forth in the Development Agreement.

Section 2. Establishment of Escrow Account. In accordance with Section 2.7 of the Development Agreement, there is hereby established with the Escrow Agent and ordered maintained a special and separate deposit account (the "Escrow Account"). The Escrow Account shall be in the custody of the Escrow Agent and, together with the interest earnings therefrom and investments therein, shall be held in trust for the benefit of the Village and County, and shall be used and applied for the payment or reimbursement of Third Party Professional Fees by the Village and the County from funds deposited by Company as set forth herein and in the Development Agreement. Anything herein to the contrary notwithstanding, the Escrow Account, and any cash therein, shall be held separate and apart from any other funds of the bank or trust company acting as Escrow Agent. When the end of the Company funding obligations of the Third Party Professional Fees Escrow under the Development Agreement is determined, the Village and County shall promptly give written notice of such date to the Escrow Agent, with a copy to

Company (the “Termination Notice”). It is anticipated that this Escrow Agreement will terminate on or about [May 30, 2028].

Section 3. Investment of Moneys in the Fund. Upon receipt of moneys for deposit in the Escrow Account, such moneys shall be invested and reinvested by the Escrow Agent in Eligible Investments (as defined in Exhibit B attached hereto) at the written direction of the Village’s Manager or his or her designee and the Director of Economic and Workforce Development of Fairfield County or his or her designee in consultation with Company. Any investments of moneys held to the credit of the Escrow Account shall mature or be redeemable at the option of the Village and the County, in consultation with the Company, not later than the date when the money held to the credit of the Escrow Account will be required for the purposes intended. Any of those investments may be purchased from or sold to the Escrow Agent or any bank, trust company or savings and loan association affiliated with the Escrow Agent.

The Escrow Agent shall have no liability for any loss sustained as a result of any investment in an investment made pursuant to the terms of this Escrow Agreement or as a result of any liquidation of any investment prior to its maturity or for the failure of the parties to give the Escrow Agent instructions to invest or reinvest the Escrow Account. The Escrow Agent will be liable for any misuse of funds, cyber or other fraud or similar wrongdoing.

An investment made from moneys credited to the Escrow Account shall constitute part of the Escrow Account, and the Escrow Account shall be credited with all proceeds of sale and income from investment of moneys credited thereto.

Investment income from the investment of the Escrow Account shall be used to pay for the costs of paying or reimbursing the Village or County for Third Party Professional Fees and shall be disbursed from time to time in accordance with the provisions of Section 4 hereof.

Section 4. Disbursement of Moneys in the Escrow Account.

(a) Moneys in the Escrow Account shall be disbursed in accordance with the provisions of this Section. The Escrow Agent shall cause to be kept and maintained adequate records pertaining to the Escrow Account and all investments and disbursements of moneys in the Escrow Account.

(b) The funds for the Third Party Professional Fees will be deposited by Company to the Escrow Account and shall be distributed to reimburse the Village or the County for any and all amounts due to it under Sections 2.6 and 2.7 of the referenced Development Agreement; and

(c) Monies shall be paid from the Escrow Account to the Village upon submission of an executed “Disbursement Request” in the form of Exhibit A hereto along with accompanying documentation, as described on Schedule I to Exhibit A.

(d) All Disbursement Requests presented for payment shall be executed by a designated representative of the Village or the County, as applicable, with a copy provided to the Company. The initial designated representative shall be _______________. The Escrow Agent shall be promptly notified of any changes to the designated representative. The Company shall have seven (7) business days to review, audit and object to the sufficiency or eligibility of any Disbursement Request and supporting documentation. Any Disbursement Requests or objections shall be sent to the Escrow Agent at escrowaccount@nvboh.bank .

(e) The Escrow Agent shall honor all eligible disbursement requests delivered to it in compliance with the Escrow Agreement within eight (8) days of receipt so long as no timely objections has been received. Provided that the Escrow Agent relies in good faith and with a justifiable basis upon the accompanying documentation provided for in Schedule I to Exhibit A, it shall have no liability on account of disbursements from the Escrow Account to effect payment of such disbursement request.

(f) If any amount remains on deposit in the Escrow Account on or after six months following the date identified in the Termination Notice, the Escrow Agent shall provide thirty days written notice to the Company, the County and the Village of the outstanding balance, and if the Village or County has not submitted proposed Third Party Professional Services Fees during that thirty day period, then the Escrow Agent shall promptly pay to the Company the amount that remains on deposit in the Escrow Account on such date. Thereafter, this Escrow Agreement shall automatically terminate.

Section 5. Records of Escrow Account; Audit. The Escrow Agent agrees to provide to the Village, the County and the Company monthly statements of activities of the Escrow Account. The Escrow Agent agrees to resolve within thirty days of receipt of notice from the Village, the County or the Company any discrepancies or errors found by the Village, the County or the Company in those statements. If the Escrow Agent does not resolve the discrepancies or errors within thirty days of receipt of notice from the Village, the County or the Company, then the Village, the County or Company may have an audit of the Escrow Account performed by an independent firm of certified public accountants relevant to the funds and investments of the Village and County held by the Escrow Agent. The cost of that audit shall be paid by the party initiating the audit, unless the audit demonstrates that an error was made by the Escrow Agent and not corrected prior to the initiation of the audit, in which case the cost of the audit shall be paid by the Escrow Agent.

Section 6. Escrow Agent. The Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no duties shall be implied. The Escrow Agent shall have no liability under and no duty to inquire as to the provisions of any agreement other than this Escrow Agreement. The Escrow Agent may rely upon and shall not be liable for acting or refraining from acting upon any written notice, document, instruction or request furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper party or parties. The Escrow Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such notice, document, instruction or request. The Escrow Agent shall have no duty to solicit any payments which may be due it or the Escrow Account. The Escrow Agent shall not be liable for any action taken or omitted by it in good faith except to the extent that a final adjudication of a court of competent jurisdiction determines that the Escrow Agent's gross negligence or willful misconduct was the primary cause of any loss to either the Company, the County or the Village. The Escrow Agent may execute any of its powers and perform any of its duties hereunder directly or through agents or attorneys (and shall be liable only for the careful selection of any such agent or attorney) and may consult with counsel, accountants and other skilled persons to be selected and retained by it. The Escrow Agent shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the advice or opinion of any such counsel, accountants or other skilled persons. In the event that the Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands from the Company, the County or the Village that, in its opinion, conflict with any of the provisions of this Escrow Agreement, it shall be entitled to refrain from taking any action and its sole obligation shall be to keep safely all property held in escrow until it shall be directed otherwise in writing by the Company, the County and the Village or by a final order or judgment of a court of competent jurisdiction. The Escrow Agent may interplead the Escrow Account into a court of competent jurisdiction or may seek a declaratory judgment with respect to certain circumstances, and thereafter be fully relieved from any and all liability or obligation with respect to such interpleaded Escrow Account or any action or nonaction based on such declaratory judgment. The Company, the County and the Village agree to pursue any redress or recourse in connection with any dispute between them or with any third party without making the Escrow Agent a party to the same. Anything in this Escrow Agreement to the contrary notwithstanding, in no event shall the Escrow Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action. The Escrow Agent shall not be liable to any other party for losses due to, or if it is unable to perform its obligations under the terms of this Escrow Agreement because of, acts of God, fire, war, terrorism, floods, strikes, electrical outages, equipment or transmission failure, or other causes reasonably beyond its control.

The Escrow Agent may resign, or this Escrow Agreement may be terminated upon joint written instruction of the Company, the County and Village, and Escrow Agent will be discharged from its duties or obligations hereunder following 30 days advance notice in writing of such resignation or termination to the other parties specifying a date when such resignation shall take effect.

Any corporation or association into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation or association to which all or substantially all the escrow business of the Escrow Agent's corporate trust line of business may be transferred, shall be the Escrow Agent under this Escrow Agreement without further act.

Escrow Agent's sole responsibility after such 30-day notice period expires shall be to hold the Escrow Account (without any obligation to reinvest the same) and to deliver the same to a designated substitute escrow agent, if any, or in accordance with the directions of a final order or judgment of a court of competent jurisdiction, at which time of delivery Escrow Agent's obligations hereunder shall cease and terminate. If the Company, the County and the Village have failed to appoint a successor escrow agent prior to the expiration of thirty (30) days following receipt of the notice of resignation or termination, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the Company, the County and the Village.

Company agrees to pay or reimburse the Escrow Agent upon request for all reasonable out-of-pocket expenses, disbursements and advances, including reasonable attorney's fees and expenses, incurred or made by it in connection with the preparation, execution, performance, delivery, modification and termination of this Escrow Agreement.

Company shall, to the extent permitted by law, indemnify, defend and save harmless the Escrow Agent and its directors, officers, agents and employees (the "indemnitees") from and against any and all loss, liability or out-of-pocket expense arising out of or in connection with (a) the Escrow Agent's execution and performance of this Escrow Agreement, except to the extent that such loss, liability or expense is finally adjudicated to have been caused by the gross negligence or willful misconduct of any indemnitee, or (b) its following any instructions or other directions from the Company, the County or the Village, except to the extent that its following any such instruction or direction is expressly forbidden by the terms hereof or is grossly negligent. The parties hereto acknowledge that the foregoing indemnities shall survive the resignation or removal of the Escrow Agent for any reason or the termination of this Escrow Agreement.

In the event funds transfer instructions are given to the Escrow Agent whether in writing, by telecopier or otherwise, the Escrow Agent is authorized to seek confirmation of such instructions by telephone call-back to the person or persons designated by a certificate of the County or Village as applicable, and the Escrow Agent may rely upon the confirmation of anyone purporting to be the person or persons so designated. The persons and telephone numbers for call-backs may be changed only in a writing actually received and acknowledged by the Escrow Agent. If the Escrow Agent is unable to contact any of the authorized representatives identified by certificate, the Escrow Agent is hereby authorized to seek confirmation of such instructions by telephone call-back to any authorized designee or successor of the Village Manager or successor to the authorized representative of the County. Such successor shall deliver to the Escrow Agent a fully executed incumbency certificate, and the Escrow Agent may rely upon the confirmation of anyone purporting to be any such officer. The Escrow Agent and the beneficiary's bank in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by the Village or County to identify (a) the beneficiary, (b) the beneficiary's bank, or (c) an intermediary bank. The Escrow Agent may apply any of the escrowed funds for any payment order it executes using any such identifying number, even when its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank designated. The parties to this Escrow Agreement acknowledge that these security procedures are commercially reasonable.

Section 7. <u>Fees and Expenses of Escrow Agent</u>. The Company will deposit active funds and the Escrow Agent will accept to a maximum of [$_00,000.00] or any part thereof. For the service of making active funds accessible by demand, check, draft or other similar instrument, the Escrow Agent may charge a reasonable fee, as enumerated under Section 135.16 of the Ohio Revised Code. Specifically, the Company shall pay the Escrow Agent a one-time acceptance fee of [$_____] and an annual fee of [$_____] due upon initial funding of the Escrow Account and annually thereafter during the term of this Escrow Agreement for its services as Escrow Agent under this Escrow Agreement.

The Company will deposit and the Escrow Agent will accept as interim deposits a maximum of [$_00,000.00] or any part thereof.

The Company will deposit and Escrow Agent will accept as inactive deposits a maximum of [$_00,000.00] or any part thereof. The Escrow Agent will issue Certificates of Deposit during the period of designation in the amount deposited.

For both interim and inactive deposits, the interest payable on Certificates of Deposit will be at the maturity thereof or at the time of withdrawal prior thereto. Also, for both interim and inactive deposits, the interest rates are subject to change from time to time. If a deposit is renewed, it shall carry the then prevailing interest rate at that time on that type of deposit.

The total amount thus deposited under this Escrow Agreement and the Village Infrastructure Improvements Escrow Agreement totals [$1,500,000.00] which does not exceed the limitations set forth under Chapter 135 of the Ohio Revised Code of thirty percent (30%) of the Escrow Agent's total assets.

The Escrow Agent will secure public deposits under Section 135.18, Section 138.81, or Section 135.182, and any other sections of the Ohio Revised Code specifying eligible security, in an amount sufficient to meet the requirements of Chapter 135.

The Escrow Agent agrees that it will comply with all the requirements of the Ohio Revised Code, Chapter 135 and any amendments thereto. The Escrow Agent also further agrees that it will abide by any state and federal laws, rules or regulations or any amendments thereunder. If any such laws, rules or regulations are changed or amended during the terms of the designations as public depository, and if the change of laws, rules or regulations will cause this agreement to become unlawful, at the Escrow Agent's options, this agreement shall be limited so as not to extend beyond the date when such change becomes effective.

As part of this agreement, the Village and County agree to be subject to the rules, which govern the accounts in which the Village's or County's funds are deposited. Also, the Village and County agree to provide the Escrow Agent the names and signature of those persons authorized to execute drafts on and to make withdrawals from the accounts, and to provide such documentation establishing these persons authority as the Escrow Agent may request.

The acceptance fee shall be payable upon execution of this Escrow Agreement by each of the parties hereto. If the Escrow Agent renders any service hereunder not provided for in this Escrow Agreement, or the Escrow Agent is made a party to or intervenes in any litigation pertaining to this Escrow Agreement or institutes interpleader proceedings relative hereto, the Escrow Agent shall be compensated reasonably by the Company, to the extent permitted by law, for such extraordinary services and reimbursed for any and all claims, liabilities, losses, damages, fines, penalties and expenses, including all out-of-pocket and incidental expenses and outside legal fees occasioned thereby to the extent the Escrow Agent's involvement is not caused by the gross negligence or willful acts of Escrow Agent or its officers, employees or agents. The Escrow Agent agrees and acknowledges that it shall not have any lien whatsoever upon any of the amounts on deposit in or credit to the Escrow Account for the payment of such fees and expenses.

Section 8. Patriot Act. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity the Escrow Agent will ask for documentation to verify its formation and existence as a legal entity. The Escrow Agent may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

Section 9. Enforceability. If any provision of this Escrow Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10. Binding Effect. This Escrow Agreement shall inure to the benefit of and shall be binding upon the Village, the County, the Company and the Escrow Agent and their respective successors and assigns, all subject to the provisions of this Escrow Agreement.

Section 11. Choice of Law and Venue. This Escrow Agreement shall be construed in accordance with the laws of the State of Ohio. Any reference to "court of competent jurisdiction" shall refer to state courts located in Fairfield County, Ohio or to federal courts located in Columbus, Ohio for the United States Southern District Court for the Southern District of Ohio, Eastern Division.

Section 12. Counterparts. This Escrow Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13. Amendment. This Escrow Agreement may be amended only in a writing signed by the Village, the County, Company and the Escrow Agent.

Section 14. Notices. All notices, approvals, consents, requests and other communications hereunder shall be in writing (provided that any communication sent to Escrow Agent hereunder must be in the form of a manually signed document or electronic copy thereof), in English, and shall be delivered (a) by personal delivery, or (b) by national overnight courier service, or (c) by certified or registered mail, return receipt requested, or (d) via facsimile transmission, with confirmed receipt or (e) via email by way of a PDF attachment thereto. Notice shall be effective upon receipt except for notice via email, which shall be effective only when the recipient, by return email or notice delivered by other method provided for in this Section, acknowledges having received that email (with an automatically generated receipt or similar notice not constituting an acknowledgement of an email receipt for purposes of this Section). Such notices shall be sent to the applicable party or parties at the address specified below:

If to the Village , to:

With a copy to:

If to the County, to: Rick Szabrak
Fairfield County Economic Development
4465 Coonpath Road NW
Carroll, Ohio 43112

With a copy to:

J. Caleb Bell. Esq.
Bricker Graydon LLP
100 South Third Street
Columbus, OH 43215

If to the Company, to:

With a copy to: Jill S. Tangeman, Esq.
Vorys, Sater, Seymour and Pease
52 East Gay Street
Columbus, OH 43215

If to Escrow Agent, at: [insert ticket group]

or to such other address as each party may designate for itself by like notice and unless otherwise provided herein shall be deemed to have been given on the date received. The Company and Village agree to assume all risks, arising out of the use of electronic methods to submit instructions and directions to Escrow Agent, including without limitation the risk of Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

[Remainder of page intentionally left blank]

[Signature page follows]

IN WITNESS WHEREOF, the Village, the County, Company and the Escrow Agent have caused this Escrow Agreement to be executed in their respective names and capacities by their duly authorized officers, all as of the day and the year first written above.

VANTAGE DATA CENTERS MANAGEMENT COMPANY, LLC:

By:______________________________

Name: ___________________________

Title: ____________________________

VILLAGE OF MILLERSPORT:

By:______________________________

Name: ___________________________

Title: ____________________________

FAIRFIELD COUNTY:

By:______________________________

Name: ___________________________

Title: ____________________________

NORTH VALLEY BANK:

By:______________________________

Name:____________________________

Title:_____________________________

Approved as to Form:

____
Village Director of Law

Approved as to Form

____
County Prosecutor

EXHIBIT A

DISBURSEMENT REQUEST FORM

Disbursement Request No. ______
Requesting Disbursement of Escrow Funds from Escrow Account

Under the Development Agreement dated as of September __, 2025 by and among the VILLAGE OF MILLERSPORT (the "Village"), FAIRFIELD COUNTY (the "County") and VANTAGE DATA CENTERS MANAGEMENT, LLC (the "Company") and the Escrow Agreement dated as of September __, 2025 by and among the Village, the County, the Company and North Valley Bank, as escrow agent (the "Escrow Agent"), the undersigned requests, on behalf of [Village or County], payment from the Professional Services Fee Escrow on deposit in the Escrow Account (as defined in the Escrow Agreement) in the amount of $___________ as set forth in Schedule I attached hereto.

In connection with the foregoing request, the undersigned certifies on behalf of [Village or County] that:

i. [Village or County] has incurred or expended the aggregate amount of $___________ to pay expenses relating to the Project, as evidenced by copies of the adequate documentation to include detailed invoices, contracts, master agreements, purchase orders and similar records attached hereto.

ii. None of the costs for which payment is proposed to be made has formed the basis for any payment heretofore made from the Escrow Account.

iii. Each item for which payment is proposed to be made hereunder is a proper cost under the Escrow Agreement and the Development Agreement.

iv. The [Village or County] has provided a copy of this Disbursement Request, with all attachments, to the Company.

[Signature Page Follows]

IN WITNESS WHEREOF, I have hereunto set my hand on _______________, 20__.

[VILLAGE OR COUNTY]

By: ________________________________
Name
Title

SCHEDULE I

SCHEDULE OF DOCUMENTATION

Adequate documentation of expenditures shall be provided by [Village or County] to the Escrow Agent before any disbursement can be made, which shall include Third Party Professional Services Fee detailed invoices, contracts, master agreements, purchase orders and similar records relating to the Company’s Project.

EXHIBIT B

ELIGIBLE INVESTMENTS

"Eligible Investments" means, to the extent permitted by law:

(b) =

(c) Money market mutual funds

(d) Federal funds.

(e) Certificates of deposit

In determining whether the rating assigned by Moody's or S&P to on investment complies with the rating categories provided in this definition, the rating category shall be determined without regard to any numerical or plus or minus modifier, unless otherwise expressly provided in this definition.

(f) IntraFi Networks Services LLC

(g) Other Eligible Options in accordance with the Ohio Revised Code

EXHIBIT C

Each of the following person(s) is a **Village Representative** authorized to execute documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on the Village's behalf (only one signature required):

Name	Specimen signature	Telephone No.
Name	Specimen signature	Telephone No.
Name	Specimen signature	Telephone No.
Name	Specimen signature	Telephone No.

If only one person is identified above, the following person is authorized for call-back confirmations:

Name	Telephone No.

Each of the following person(s) is a **County Representative** authorized to execute documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on the County's behalf (only one signature required):

Name	Specimen signature	Telephone No.
Name	Specimen signature	Telephone No.
Name	Specimen signature	Telephone No.

If only one person is identified above, the following person is authorized for call-back confirmations:

Name	Telephone No.

Signature Page

Resolution No. 2025-10.21.e

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW AGREEMENT BETWEEN THE COUNTY, THE VILLAGE OF MILLERSPORT, NORTH VALLEY BANK, AND VANTAGE DATA CENTERS MANANGEMENT COMPANY; AND APPROVING RELATED MATERIALS

(Fairfield County Economic & Workforce Development)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2025-10.21.f

A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for materials & supplies

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

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

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

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

$450,000.00 16202403-Materials & Supplies

A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for materials & supplies

For Auditor’s Office Use Only:

16202403-560000 $450,000.00

Prepared by: Julie Huggins
cc: Engineer

Signature Page

Resolution No. 2025-10.21.f

A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for materials & supplies

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2025-10.21.g

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

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

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

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

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

$75,000.00 16202403-Capital Outlay

Prepared by: Julie Huggins
cc: Engineer

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

For Auditor's Office Use Only:

16202403-574000 $75,000.00

Prepared by: Julie Huggins
cc: Engineer

Signature Page

Resolution No. 2025-10.21.g

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

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2025-10.21.h

A resolution to request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 3445 BLO-36 bridge replacement

WHEREAS, unanticipated revenue has been collected for Fund 3445; and

WHEREAS, unanticipated funds represent ODOT payment; and

WHEREAS, monies will be used for PID #117326 BLO-36

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

SECTION 1: Request that the Fairfield County Auditor appropriate from unappropriated funds in the amount of: $199,421.00 16344506 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,

Memo Receipt as referenced:
16344506-433100-75171
Memo Expenditure as referenced:
Vendor: J & J Bridge Company
Account #: 16344506-530020-75171 **BLO-36**
Amount: $199,421.00 Paid: 10/10/2025

Prepared by: Julie Huggins
cc: Engineer Office

A resolution to request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 3445 BLO-36 bridge replacement

For Auditor's Office Use Only:

SECTION 1: 16344506-530020-75171

SECTION 3: Issue an Amended Certificate in the amount $199,421.00 to credit of fund 3445.

SECTION 4: Request that the Fairfield County Auditor, on behalf of the Budget Commission, update receipt line 16344506-433100-75171 in the amount of $199,421.00.

Prepared by: Julie Huggins
cc: Engineer Office

CMRS

Department of Transportation

ORTS:

NTRACTOR REPORTS

LICATIONS:

& ITEM DATA

ITIONAL LINKS:

NSTRUCTION REFERENCE SOURCE CENTER(CRRC)

STRICT CONSTRUCTION AREPOINT MAIN

FORMZ HOME TEAM SITE

SHTOWARE PROJECT SITE

however, since the payments data in this report does not distinguish Federal, state, or local funds, the report cannot be used as a standalone source for verification of SEFA data.

Additionally, this report reflects all of ODOT's expenditures on the project and does not identify only those Federal expenditures to be reported by the LPA. Further, this report does not reflect any project payments made by the LPA that have not yet been reimbursed by ODOT.

For LPAs preparing a cash basis SEFA, the LPA can use the Warrant Date on this report to assign the ODOT payments to contractors to a fiscal year for the LPA's SEFA reporting. However, if ODOT is issuing a reimbursement payment to the LPA, then the LPA's check dates would be used to assign those payments to a fiscal year. The LPA's copies of invoices submitted to ODOT, and the ODOT-LPA Project Agreement should provide support for the Federal share of the project costs.

Most of ODOT's subrecipients of Federal Awards are subject to compliance with Title 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
Accordingly, the subrecipient is responsible for maintaining accurate financial records to demonstrate compliance with the requirements documented in § 200.302 Financial management.

The subrecipient's fiscal procedures and financial records must provide for tracking the project specific expenditure of Federal funds by the subrecipient. The subrecipient's financial records must accurately report, in the proper fiscal year, the Federal funds the subrecipient has expended, including those project expenditures which have not yet been reimbursed by ODOT and the Federal funds payments issued to contractors by ODOT as requested by the LPA.

ODOT's LPA SEFA Reporting Guidance and an Excel template for tracking Federal funds expenditures is available at:
https://www.transportation.ohio.gov/programs/external-audits/audit-lpa/guidance-lpa-sefa
Please contact OEA-LPA-AUDITS@dot.ohio.gov with any questions regarding this notice.

BY PROCEEDING TO THE REPORT ON NEXT PAGE, YOU ARE ACKNOWLEDGING THIS DISCLAIMER.

Vendor Name/Number	Project Nbr	PID Nbr	Estimate Nbr	Process Date	Warrant Date	Amount
AMERICAN STRUCTUREPOINT INC (0000079127)		117326	PID#117326-5-171931	02/02/2024	02/08/2024	1,905.90
AMERICAN STRUCTUREPOINT INC (0000079127)		117326	PID#117326-4-160221	03/31/2023	04/06/2023	15,979.40
AMERICAN STRUCTUREPOINT INC (0000079127)		117326	PID#117326-3-157742	01/27/2023	02/02/2023	17,022.30
AMERICAN STRUCTUREPOINT INC (0000079127)		117326	PID#117326-2-157194	12/12/2022	12/16/2022	13,324.31
AMERICAN STRUCTUREPOINT INC (0000079127)		117326	PID#117326-1-155137	12/12/2022	12/16/2022	1,658.84
J&J BRIDGE COMPANY INC (0000269697)	25N054	117326	25N054-2	10/06/2025	10/10/2025	199,421.00
J&J BRIDGE COMPANY INC (0000269697)	25N054	117326	25N054-1	08/22/2025	08/28/2025	229,943.00
SCP UPPER SCIOTO, LL (0000322357)		117326	PID#117326-1	05/08/2024	No Warrant Detail	(8,040.00)
SCP UPPER SCIOTO, LLC (0000322357)		117326	PID#117326-2	10/08/2024	10/15/2024	72,360.00
SCP UPPER SCIOTO, LLC (0000322357)		117326	PID#117326-1	05/08/2024	No Warrant Detail	8,040.00
SCP UPPER SCIOTO, LLC (0000322357)		117326	PID#117326-1	04/26/2024	05/02/2024	8,040.00
					Total Payment	559,654.75

Run Date 10/15/2025 2:25:16 PM

Page 1 Of 1

Signature Page

Resolution No. 2025-10.21.h

A resolution to request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 3445 BLO-36 bridge replacement

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2025-10.21.i

A resolution to approve the Road Usage Agreement between Fairfield County and Ohio Power Company, a unit of AEP

WHEREAS, Ohio Power Company, a unit of AEP (AEP); 8500 Smiths Mill Road; New Albany, OH 43054 requests to construct and operate an overhead electric power line within Fairfield County, Ohio, known as the Lancaster Area Transmission Line Rebuild Project (Lancaster – East Lancaster Project and East Logan – Lancaster Project); and

WHEREAS, AEP, along with their subcontractors, request to install temporary access drives at road crossings for construction of said overhead electric power lines, and

WHEREAS, AEP, along with their subcontractors, request to travel county and township roadways with oversized/overweight vehicles to assist with the construction of said electric power lines, and

WHEREAS, AEP, will be required to complete permit applications prior to any construction or hauling on county and township roadways, and

WHEREAS, AEP, who will perform the above-mentioned services, shall be bonded for $1,430,100.00 at the advice of the County Engineer, to cover possible destruction of county and township property, and

WHEREAS, the County Engineer feels that due to the size of this construction project, a Road Usage Agreement be executed to cover any damage that could be sustained to county and township roads, bridges, and culverts, and

WHEREAS, this Agreement requires the approval and signatures of the Fairfield County Board of Commissioners.

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

SECTION 1: that this Board of Commissioners resolves to, and does hereby, approve and sign the attached Agreement between Fairfield County and AEP.

2025-10.21.i

A resolution to approve the Road Usage Agreement between Fairfield County and Ohio Power Company, a unit of AEP

SECTION 2: that the Clerk for this Board return the signed Agreement together with this Resolution to the County Engineer for further processing.

Prepared by: Cheryl Downour
cc: Engineering Office

FAIRFIELD COUNTY, 01110
ROAD USAGE AGREEMENT

This Agreement is made and entered into as of this ________ day of ________________, 20_____ by and between the County of Fairfield County, Ohio ("County") acting by and through its Board of County Commissioners, and Ohio Power Company, an Ohio Corporation, a unit of American Electric Power ("AEP").

RECITALS:

WHEREAS, AEP is an Ohio Corporation, a public utility duly authorized to conduct business and duly registered in the State of Ohio; and

WHEREAS, AEP will construct and operate an overhead electric power line ("Lancaster Area Transmission Line Rebuild Project (Lancaster - East Lancaster Project and East Logan - Lancaster Project)") which includes construction within Fairfield County, Ohio; and

WHEREAS, in the prosecution of the Lancaster Area Transmission Line Rebuild Project (Lancaster - East Lancaster Project and East Logan - Lancaster Project), AEP and its contractors and assigns will require and must obtain from the County special hauling permits for vehicles intended to be operated on Fairfield County roads; and

WHEREAS, in the prosecution of the Lancaster Area Transmission Line Rebuild Project (Lancaster - East Lancaster Project and East Logan - Lancaster Project), AEP and its contractors and assigns will require and must obtain from the County road crossing permits for work performed within the Fairfield County road rights-of-way; and

WHEREAS, the County requires AEP, as a condition of the issuance of such special hauling permits and road crossing permits, to enter into this agreement to compensate for or to repair damage caused to roadways by travel under the permits. AEP disputes this requirement but agrees to the terms herein to ensure that adequate electric power can be maintained to the residents of Fairfield County.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration hereby acknowledged, it is agreed as follows:

1. **Notification to County in Advance.**

a) To supplement any applications for special hauling that may be issued incident to the Lancaster Area Transmission Line Rebuild Project (Lancaster - East Lancaster Project and East Logan - Lancaster Project), AEP covenants that the Fairfield County Engineer will be notified by AEP no less than seventy-two(72) hours in advance of the start of the project in writing 1) of the number of vehicles AEP anticipates will require special hauling permits and will be operated on roadways in Fairfield County, not maintained by the State of Ohio, by AEP and its contractors and assigns, and 2) by use of the Permit Application to Move Oversized/Overweight Vehicles, as found on the Fairfield County Engineer's website (https://www.fairfield.co.oh.us/Engineer) , of any Oversized or overweight vehicles that will be operated on Fairfield County roadways, not maintained by the State of Ohio.

b) To supplement any applications for road crossings that may be issued incident to the Lancaster Area Transmission Line Rebuild Project (Lancaster - East Lancaster Project and East Logan - Lancaster Project), AEP covenants that the Fairfield County Engineer will be notified by AEP no less than seventy-two (72) hours in advance in writing 1) by use of the Permit Application to Utilize County Road Right-of-Way, as found on the Fairfield County Engineer's website (https://www.fairfield.co.oh.us/Engineer) , of any work performed within the Fairfield County road rights-of-way not maintained by the State of Ohio.

2. **Roadway Damage.** AEP hereby agrees to be responsible for any and all damage to public roads and bridges, including but not limited to drainage ditches, culverts, guardrails, signs, and other transportation structures or appurtenances (collectively referred to as "roadway") in Fairfield County, Ohio, proximately caused by or proximately resulting from the Lancaster Area Transmission Line Rebuild Project (Lancaster - East Lancaster Project and East Logan - Lancaster Project). AEP shall immediately notify the Fairfield County Engineer in writing of any damage caused by AEP or any of its contractors, subcontractors, or agents to any roadway in Fairfield County, Ohio.

3. **Roadway Damage Costs.** AEP agrees within forty five (45) days of receipt of the County's written and substantiated request, to be sent to Bryan Witt, Right of Way Agent Ohio Power Company, 8500 Smiths Mill Rd, New Albany, Ohio 43054, to reimburse the County for any maintenance or repair costs incurred by the County as a result of damage to the roadway(s) proximately caused by AEP or its agents, subcontractors, or licensees, or proximately resulting from any work undertaken in connection with the Lancaster Area Transmission Line Rebuild Project (Lancaster - East Lancaster Project and East Logan - Lancaster Project) in Fairfield County, Ohio. AEP further agrees within forty- five (45) days of receipt of the County's written and substantiated request to reimburse the County for any cost or expense incurred by the County to restore said roadways at the completion of or, if the County reasonably deems it necessary, during the course of the

construction of the Lancaster Area Transmission Line Rebuild Project (Lancaster - East Lancaster Project and East Logan - Lancaster Project) in Fairfield County so as to place said roadways in a condition at least equal to the condition of said roadways at the time of inception of the usage of such roadway(s) by AEP or its agents, subcontractors, or licensees. AEP will not unreasonably delay or deny payment as requested by the Fairfield County Engineer. Should AEP refuse to pay, delay payment beyond forty five (45) days of its receipt of the County's written request for payment, unreasonably challenge or contest payment, or deny payment as requested by the Fairfield County Engineer pursuant to this Section 3, and it is determined by the County Engineer and the County Prosecutor that AEP is responsible for said payment, the County Prosecutor shall Contact AEP internal Legal Counsel and request payment. If the parties cannot work out resolution of the payment issues the matter will be submitted to mediation.

Snow removal and ice control on County roadways shall remain the responsibility of the County Engineer.

In the event the County performs repairs, maintenance, and/or restorations on roadways utilized by AEP or its agents, subcontractors, or licensees as a result of damage proximately caused from any work undertaken in connection with the Lancaster Area Transmission Line Rebuild Project (Lancaster - East Lancaster Project and East Logan - Lancaster Project) in Fairfield County, Ohio, by AEP or its contractors, subcontractors, or agents, then AEP shall pay the County for labor and materials utilized by the County Engineer for road maintenance or repair, at cost of materials plus the actual cost and expense for labor associated with the repair, maintenance, or restoration.

Full payment shall be made by AEP to the Fairfield County Engineer's Motor Vehicle Fund or other appropriated fund source as directed by the Fairfield County Engineer within forty- five (45) days of the receipt by AEP, or any of its agents, of a substantiated invoice from the County for any such repair, maintenance, or restoration work.

4. **Roadway Signage.** The Fairfield County Engineer shall post appropriate signage, or in the interim barricades, warning motorists of damage to roadways and other conditions affecting travel.

5. **Roadway Restrictions.** AEP and its contractors, subcontractors, employees, licensees, representatives, and all others doing work for AEP in Fairfield County, Ohio shall comply with any and all posted and generally applicable public roadway and bridge restrictions, including any weight restrictions, utilized by the Lancaster Area Transmission Line Rebuild Project (Lancaster - East Lancaster Project and East Logan - Lancaster Project).

6. **Overload Requirements.** Per Ohio Revised Code 5577.07 the County reduces weight limits on all Designated Roads from December 15 through April 15 of the following year. By entering into this Agreement, Company is exempt from the Thaw Load Reduction. However, all vehicles exceeding Ohio legal

load limits shall still obtain an overload permit. This Road Usage Agreement does not terminate Company's duty to obtain other necessary permits from the County and/or Township, such as: right-of way excavation permits; driveway installation permits; overweight vehicle permits, etc, if applicable. AEP will provide advanced notice of usage dates for overweight vehicles in Fairfield County.

Prior to AEP, or any of its employees, agents, contractors, subcontractors, or others under its direction or control (collectively "AEP") utilizing any section or portion of roadway in Fairfield County, Ohio to drive, tow, or otherwise move any vehicles or equipment weighing more than is permitted pursuant to Ohio Revised Code Section 5577.04 ("the Legal Weight Limit"), AEP shall submit the following to the Fairfield County Engineer for its review and approval: (a) a true and accurate videotape of the sections or portions of the roadways over which AEP intends to drive, tow, or otherwise move vehicles or equipment that weigh in excess of the Legal Weight Limit; (b) a load analysis, reasonably satisfactory to the Fairfield County Engineer performed and signed as accurate by a professional engineer licensed in the State of Ohio, of all bridges or other supported manmade structures over which AEP intends to drive, tow, or otherwise move vehicles or equipment that weigh in excess of the Legal Weight Limit; and (c) still photographs that clearly and accurately depict all sides of any bridges or other supported manmade structures over which AEP intends to drive, tow, or otherwise move vehicles or equipment that weigh in excess of the Legal Weight Limit. AEP shall not utilize any section of roadway in Fairfield County, Ohio with vehicles or equipment that weigh more than the Legal Weight Limit unless items (a), (b), and (c) above in this Section have first been submitted to, and approved in writing by, the Fairfield County Engineer within three (3) business days.

7. **Inspection.**

a) The parties agree that AEP intends to utilize only those routes and sections of roadways listed in Exhibit A, attached hereto, and no others, with vehicles or equipment that weigh in excess of the Legal Weight Limit. Exhibit A may not be amended without the prior written consent of the Fairfield County Engineer. As to each such route and section of roadway listed in Exhibit A, AEP shall notify the County Engineer's Office in writing no less than twenty-four (24) hours prior to the time that AEP will use such route or road right-of-way for the final time with vehicles or equipment that weigh in excess of the Legal Weight Limit ("the Final Crossing Notice").

After the County Engineer's Office receives the Final Crossing Notice from AEP as to a route or roadway, the Fairfield County Engineer's Office shall inspect such bridges and other sections of roadway utilized by AEP for vehicles or equipment. Upon receipt of an invoice from the County Engineer's Office, AEP shall reimburse the Fairfield County Engineer's Office for the cost of such inspections as set forth in such invoices. If such invoices are not paid within forty- five (45) days, then the County shall have the right to recover such amounts from the bond posted by AEP as set forth below.

8. Bond. AEP shall post a surety bond in the amount of $ 1,430,100.00 in a form and with a surety satisfactory to the County to secure AEP's performance of its obligations under this Agreement including, but not limited to, its obligation to pay for any damages, repairs, or maintenance to roadways in Fairfield County, Ohio proximately caused by or proximately resulting from AEP' s use of the roadways and its obligation to pay any costs of inspection incurred by the Fairfield County Engineer's Office. AEP shall submit such bond to the County Engineer for review and, if satisfactory to the County Engineer, approval prior to the issuance of any special hauling permit or road crossing permit hereunder. Said bond shall be in effect from the earlier of the commencement of the excavation or construction by AEP or its contractors, subcontractors, or agents, of the Lancaster Area Transmission Line Rebuild Project (Lancaster - East Lancaster Project and East Logan - Lancaster Project) in Fairfield County, Ohio and AEP hereby warrants and represents that the bond shall not be diminished, reduced, cancelled, revoked, or otherwise terminated until one (1) year after AEP certifies in writing to the County that all work has been completed on the Lancaster Area Transmission Line Rebuild Project (Lancaster - East Lancaster Project and East Logan - Lancaster Project) in Fairfield County, Ohio. Notwithstanding the above, a condition of said bond shall be that it shall require the surety to immediately notify the County in writing if the bond is diminished, reduced, cancelled, revoked, or otherwise terminated or not renewed. A further condition of said bond is that no third parties shall have a right to make any claims under said bond.

9. Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns.

10. Termination. Any permit issued to AEP pursuant to this Agreement shall be revoked with reasonable time for winding up and closing down related operations upon the earliest to occur of any of the following:

a) One calendar year after AEP certifies in writing to the County the completion of the Lancaster Area Transmission Line Rebuild Project (Lancaster - East Lancaster Project and East Logan - Lancaster Project) in Fairfield County, Ohio provided that AEP shall have made prior to such time any and all payments required to be made by AEP hereunder;

b) Upon revocation, cancellation, termination, or the diminution or reduction of the amount of the bond as described in Section 8 above prior to the completion of the construction of the Lancaster Area Transmission Line Rebuild Project (Lancaster - East Lancaster Project and East Logan - Lancaster Project) in Fairfield County, Ohio;

c) Upon default and failure to cure, upon proper substantiated notice, by AEP of any term or condition not waived herein in or in writing by the County, nor preempted by Federal law;

d) Upon AEP's filing of a petition for bankruptcy relief in any jurisdiction or notice of insolvency; or

e) Upon mutual written agreement of the parties herein.

Notwithstanding anything else set forth above, in all events, AEP shall remain liable for completion of and payment for any maintenance, repairs, or restorations to the roadway as outlined in this Agreement as well as any other fees, expenses, or costs due by AEP hereunder.

11. **Applicable State Law**. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Ohio. Any litigation brought by or in connection with this Agreement shall be brought only in either the Fairfield County, Ohio Municipal or Common Pleas Courts and in no other state or federal court.

12. **Severability**. If any term or provision of this Agreement or the application thereof to any persons or circumstances shall to any extent be held invalid or unenforceable by a court of appropriate jurisdiction, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. **Counterparts**. This Agreement and any Attachments may be executed in separate counterparts, each of which shall be an original and all of which shall be deemed to be one and the same instrument.

14. **FAX Signature**. A facsimile signature on this Agreement is as valid as an original signature.

15. **Entire Agreement.** This Agreement sets forth the entire understanding and agreement of the parties hereto regarding the subject matter hereof and supersedes and replaces any and all prior agreements or understandings, oral or written, with respect to the subject matter hereof, excepting already established road crossing agreements/permits.

16. **Amendment.** This Agreement may only be modified by an instrument signed by all parties hereto.

17. **Notification.** Any notification to the Fairfield County Engineer or Engineer's Office required hereunder shall be made by either e-mail or FAX to the following addresses:

If via e-mail to both of the following:

engineer@fairfieldcountyohio.gov
eric.mccrady@fairfieldcountyohio.gov

If via FAX, to the following:

ATTN: JEREMIAH UPP
ATTN: ERIC MCCRADY

FAX NO.: (740) 687-7055

Notifications to AEP shall be to the following Persons:

Bryan M. Witt,
Transmission Right of Way Agent
8500 Smiths Mill Road
New Albany, Ohio 43054
Phone: 614.933.2204
Email: bmwitt@aep.com

IN WITNESS WHEREOF, the parties have signed this Agreement below:

Approved:

____

Fairfield County Engineer

Executed this __________ day of _________________, 20____________

County of Fairfield, Ohio

____

Steve Davis, County Commissioner

____

David L. Levacy, County Commissioner

____

Jeff Fix, County Commissioner

Ohio Power Company

Signed by:

Melissa Englund

CFC00F77288E418...

Melissa Englund
Managing Director, Transmission Siting, Outreach, and Right of Way
American Electric Power Service Corporation
Authorized Signer

Utility Road Right of Way permits to be applied for utilizing the online application system.

Exhibit "A"

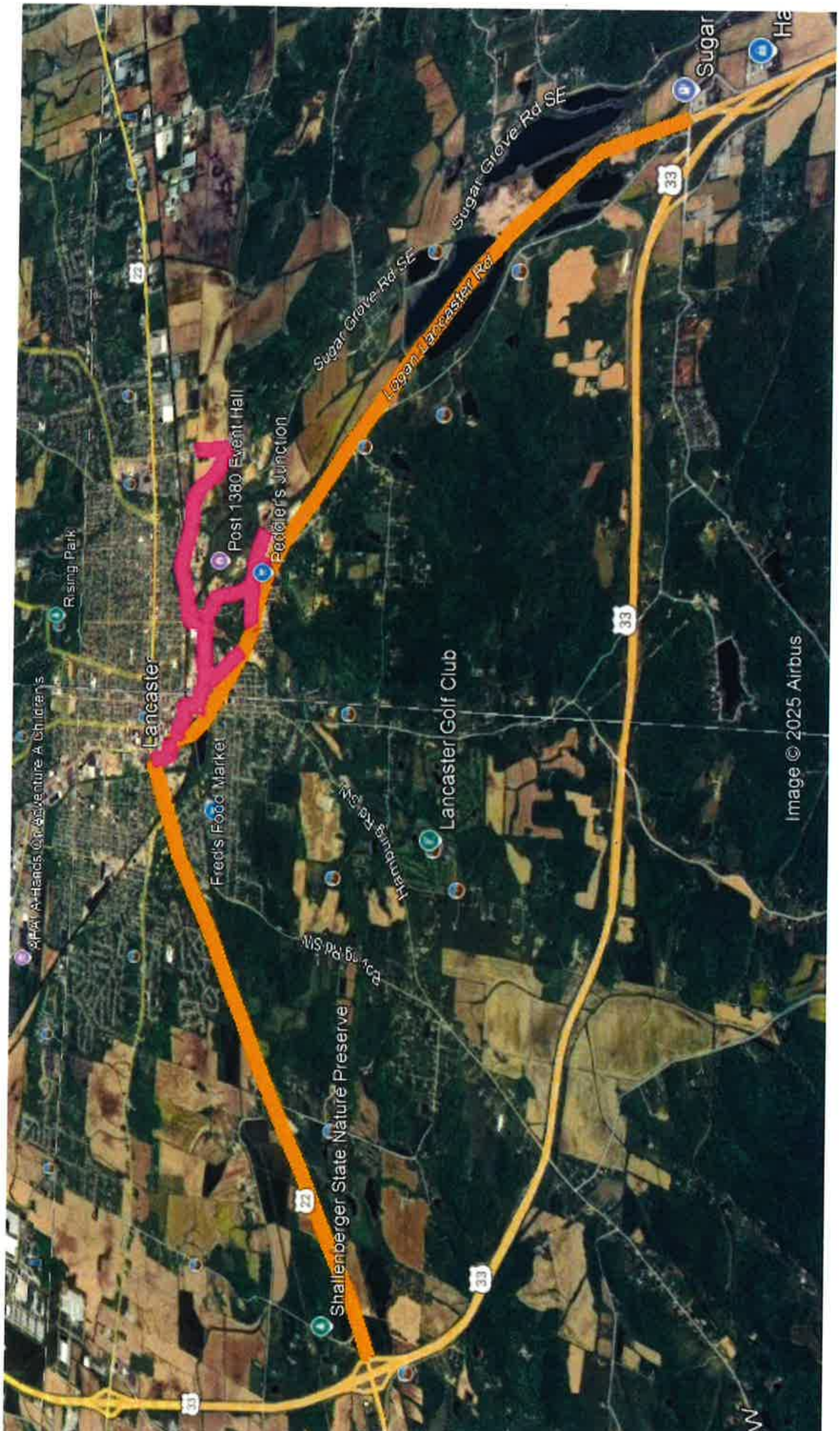
AEP City of Lancaster Project

FAIRFIELD COUNTY HAUL ROUTES AND BRIDGES

ROAD NAME	FROM	TO	MILES	BRIDGES
S Broad St	S Columbus St	S Memorial Dr	0	Hoc-45 125% 43'
South Memorial Drive	W Walnut St	Ford St	0	Hoc-43 135% 65', Hoc 44 135% 94', Ber-48 575% 14'
33A	Ford St.	Tarkiln Rd	2.93	Ber-49 150% 53', Ber-51 150% 52.5'
S Maple St	Lawrence St	Sugar Grove Rd SE	0	Ber-35 130% 50'
Lawrence St	S Maple St	S Ewing St	0	Ber-36 145% 35'

BLUE - COUNTY ROADS AND BRIDGES

ORANGE - CITY ROADS


Lancaster
Rising Park
Post 1380 Event Hall
Peddler's Junction
Sugar Grove Rd SE
Logan Lancaster Rd
Lancaster Golf Club
Fred's Food Market
Hamburg Rd SW
Shallenberger State Nature Preserve
Sugar
22
33
Image © 2025 Airbus

TRAVELERS

BOND
(License or Permit - Continuous)

Bond No. 108196163

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Ohio Power Company as Principal, and Travelers Casualty and Surety Company of America, a corporation duly incorporated under the laws of the State of Connecticut and authorized to do business in the State of OH, as Surety, are held and firmly bound unto Fairfield County Board of Commissioners, as Obligee, in the penal sum of One Million Four Hundred Thirty Thousand One Hundred Dollars and 00/100 ($1,430,100.00) Dollars, for the payment of which we hereby bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

WHEREAS, the Principal has obtained or is about to obtain a license or permit for Lancaster Area Transmission Line Rebuild Project; Lancaster - East Lancaster Project and East Logan - Lancaster Project.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall faithfully comply with all applicable laws, statutes, ordinances, rules or regulations, pertaining to the license or permit issued, then this obligation shall be null and void; otherwise to remain in full force and effect.

This bond shall become effective on September 23, 2025.

PROVIDED, that regardless of the number of years this bond is in force, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the penal sum listed above.

PROVIDED FURTHER, that the Surety may terminate its liability hereunder as to future acts of the Principal at any time by giving thirty (30) days written notice of such termination to the Obligee.

SIGNED, SEALED AND DATED this September 23, 2025.

Ohio Power Company

By: Matthew Fraser

Principal

Travelers Casualty and Surety Company of America

SEAL

By: Paula M. Eby
Paula M. Eby

Attorney-in-fact

Producer Name

(Required in Arizona Only)

S-2151A (4/17)

TRAVELERS	Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company Farmington Casualty Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint Paula M. Eby of Columbus, OH, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **4th** day of **March, 2024.**

SEAL SEAL SEAL SEAL

State of Connecticut

City of Hartford ss.

By: ______________________
Bryce Grissom, Senior Vice President

On this the **4th** day of **March, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026

____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this September 23, 2025

SEAL SEAL SEAL SEAL

____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus,Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance

Issued 03/10/2025
Effective 04/02/2025
Expires 04/01/2026

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

of Connecticut is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health
Aircraft
Allied Lines
Boiler & Machinery
Burglary & Theft
Commercial Auto - Liability
Commercial Auto - No Fault
Commercial Auto - Physical Damage
Credit
Earthquake
Fidelity
Financial Guaranty
Fire
Glass
Inland Marine
Medical Malpractice
Multiple Peril - Commercial
Multiple Peril - Farmowners
Multiple Peril - Homeowners
Ocean Marine
Other Liability
Private Passenger Auto - Liability
Private Passenger Auto - No Fault
Private Passenger Auto - Physical Damage
Surety
Workers Compensation

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA certified in its annual statement to this Department as of December 31, 2024 that it has admitted assets in the amount of $6,128,659,161, liabilities in the amount of $3,873,025,985, and surplus of at least $2,255,633,176.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director

ROUTING FORM FOR CONTRACTS

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

A. ☐ Goods and/or Services in excess of $77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92

B. ☐ Goods and/or Services in excess of $77,250.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862

C. ☐ Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12

D. ☐ Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72

E. ☐ County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61

F. ☐ The subject matter was exempt from competitive selection for the following reason(s):

1. ☐ Under $77,250.00
2. ☐ State Term #:____________ (copy of State Term Contract must be attached)
3. ☐ ODOT Term #:____________ (See R.C. 5513.01)
4. ☐ Professional Services (See the list of exempted occupations/services under R.C. 307.86)
5. ☐ Emergency (Follow procedure under ORC 307.86(A))
6. ☐ Sole Source (attach documentation as to why contract is sole source)
7. ☐ Other:____________________________________ (cite to authority or explain why matter is exempt from competitive bidding)

G. ☑ Agreement not subject to Sections A-F (explain): RUMA - AEP Lancaster Area Transmission Line Rebuild Project

H. ☐ Compliance with Fairfield County Board of Commissioners Procurement Guidelines

1. ☐ No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
2. ☐ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on http://ffr.ohioauditor.gov/)
3. ☐ Obtained 3 quotes for purchases under $77,250.00 (as applicable)
4. ☐ Purchase Order is included with Agreement
5. ☐ Executed Ohio Law Acknowledgment Form (ORC 307.901)

Signed this 8th day of October, 20 25.

____

Name and Title

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

Prosecutor's Approval Page

Resolution No.

A resolution to approve the Road Usage Agreement between Fairfield County and Ohio Power Company, a unit of AEP

(Fairfield County Engineer)

Approved as to form on 10/15/2025 10:48:12 AM by Amy Brown-Thompson,

Amy Brown Thompson

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

Signature Page

Resolution No. 2025-10.21.i

A resolution to approve the Road Usage Agreement between Fairfield County and Ohio Power Company, a unit of AEP

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2025-10.21.j

A Resolution Approving an Easement and right of way with North East Ohio Gas Corp to Provide natural gas service

WHEREAS, the Fairfield County Board of Commissioners has received a request from Northeast Ohio Gas for an easement and right of way in the Greenfield Township, Fairfield County, at the Fairfield County Airport; and

WHEREAS, the natural gas facilities upgrade by NEO Gas will allow installation of natural gas service to serve the County facility located at this property as needed by the County, and;

WHEREAS, the Fairfield County Prosecutor has approved the easement as to form; and

WHEREAS, the Board of Commissioners desires to approve the easement as described in the attached documents.

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

Section 1. That the Fairfield County Board of Commissioners approved the attached easement and right of way for Northeast Ohio Gas Corp.

Section 2. That the Clerk shall return the signed documents to Facilities Director Jon Kochis.

Prepared by: Jon Kochis

System Number: NEO_53 Fairfield
Project: 3430 Old Columbus Rd. – Airport Rd. MLX
W. O. #: 251008817

PIPELINE RIGHT-OF-WAY

FOR AND IN CONSIDERATION of One Dollar*, the receipt and sufficiency of which is hereby acknowledged along with other good and valuable consideration, in relation to the pipeline being laid on the parcels of land containing 153.01 acres, more or less, owned by Board of Fairfield County Commissioners whose mailing address is 210 E. Main Street, Room 301, Lancaster, OH, 43130 called Grantor(s), do(es) hereby give, grant, bargain, sell and convey unto Northeast Ohio Natural Gas Corp, 5640 Lancaster-Newark Rd, Pleasantville, Ohio a natural gas utility (herein called "Northeast"), its successors and assigns, the right to lay, construct, operate, maintain, repair, replace and remove a two inch (2") diameter pipeline, along with valves and all other necessary appurtenances together with service connections thereto required for the distribution or transportation of natural gas and its constituents without restrictions on, over, through, under and across the lands of the Grantor(s), with the right of ingress and egress to and from said pipeline. This Right-of-Way will be on the parcel of land located in Greenfield Township, Fairfield County, Ohio, also known for tax purposes as permanent parcel number 0138067800.

This Right-of-Way shall be limited to an easement with a total width of twenty (20) feet (ten (10) feet on either side of the center of the installed pipeline) during construction, maintenance, repairing, and replacing said pipeline and a permanent easement of ten (10) feet after the construction (five (5) feet on either side of the center of the installed pipeline). Northeast shall at all times have the right to access the pipeline through Grantor(s) property for the purpose of constructing, maintaining, repairing and replacing said pipeline.

Both parties shall mutually agree upon the location of said pipeline to be laid on the Grantor(s) property and map the same on a diagram of Grantor's property. Grantor(s) property shall be staked where said pipeline is to be laid, prior to construction. A drawing of the site location of said pipeline is attached as <u>Exhibit "A"</u>, which site has been mutually agreed upon by the parties.

It is agreed that the pipeline laid under this Right-of-Way shall be buried at three (3) feet in depth wherever possible, so that the Grantor may fully use and enjoy the above-described premises except for the purposes herein granted. Grantor(s) shall not construct or permit construction of any buildings or structures on or over said Right-of-Way within five (5) feet of either side of the pipeline and shall not change the final grade of said Right-of-Way without specific written consent from Northeast.

Northeast hereby agrees to pay for damages, if any, which might arise to crops, buildings, drain tiles, and fences in the laying, operating, maintaining, repairing, and removing said pipeline. If such damages cannot be mutually agreed upon, the same shall be ascertained and determined by three disinterested persons, one appointed by the Grantor(s), one by Northeast, and the third by the two so appointed. Notwithstanding the foregoing, the parties reserve the right to settle any dispute in a court of competent litigation located in Fairfield County, Ohio.

This grant shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties' signature hereto and shall run with the land in perpetuity. Grantor warrants that they are the owners of the premises referred to herein.

IN WITNESS WHEREOF, the Grantor(s) has hereunto set their signature(s) this _____ day of ______________, 2025.

Signed and acknowledged
in the presence of:

GRANTOR(S)
Board of Fairfield County Commissioners

By: ___________________________
Grantor Signature

By: Board President

STATE OF OHIO)
COUNTY OF FAIRFIELD) SS

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Board President who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _______________, 2025.

____

Notary Public, State of Ohio

GRANTEE
Northeast Ohio Natural Gas Corp.

By:________________________
Grantee Signature

Title: Operations Manager

STATE OF OHIO)
COUNTY OF FAIRFIELD) SS

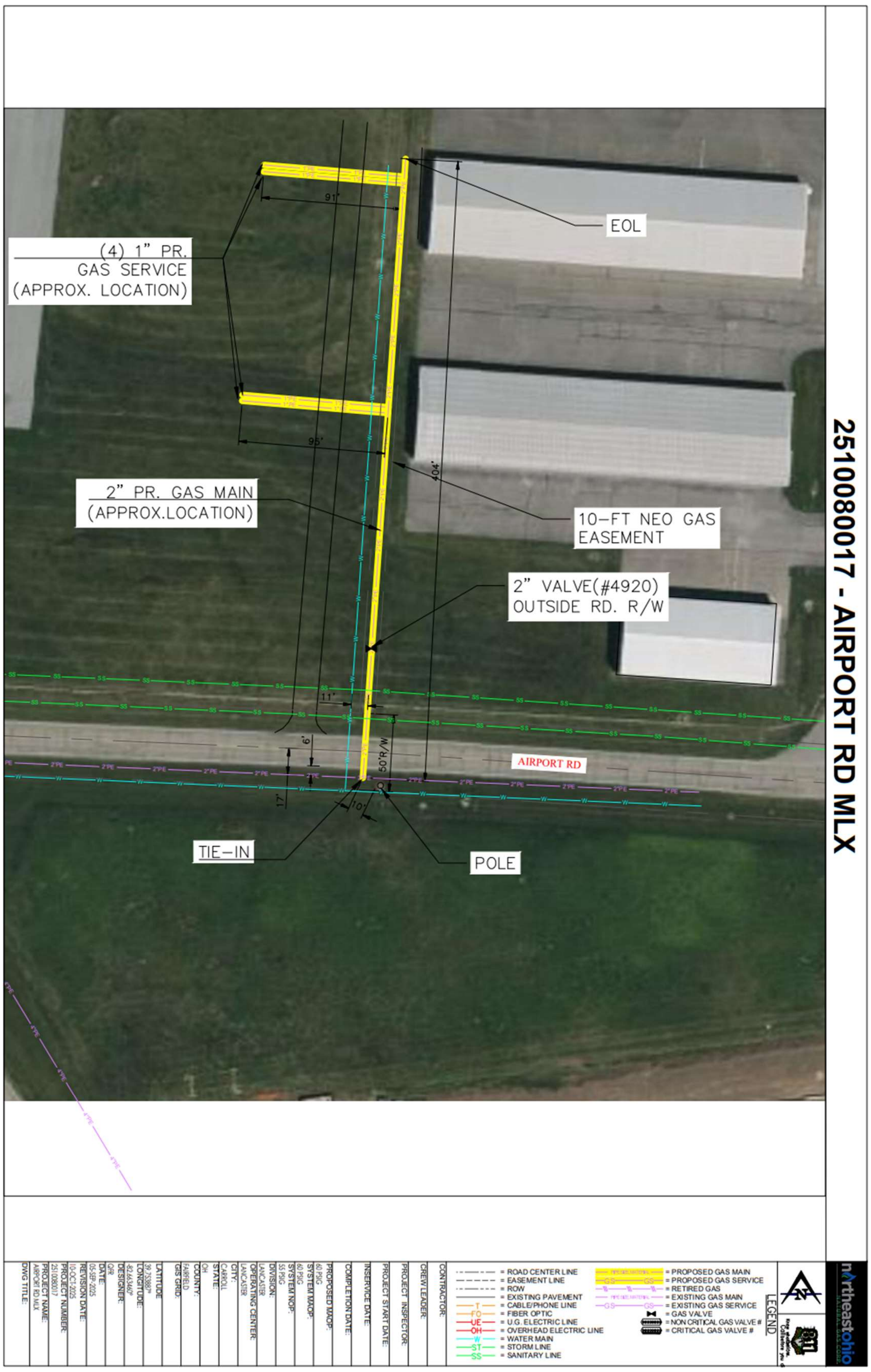
BEFORE ME, a Notary Public in and for said county and state, personally appeared the aforementioned Northeast Ohio Natural Gas Corp. by Kawailani Moku its Operations Manager, who being duly authorized by said company, acknowledges that he did execute the foregoing instrument and that same is his free act and deed, and the free act and deed of the corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Pleasantville, Ohio, this ____ day of ________________, 2025.

____
Notary Public, State of Ohio

This instrument prepared by
NORTHEAST OHIO NATURAL GAS CORP
5460 Lancaster-Newark Road
Pleasantville, Ohio 43138
EXHIBIT "A"

The following construction print shows the approximate location of the facilities involved;



Prosecutor's Approval Page

Resolution No.

A resolution to approve an easement for natural gas service at the Airport

(Fairfield County Facilities)

Approved as to form on 10/16/2025 9:34:03 AM by Amy Brown-Thompson,

Amy Brown Thompson

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

Signature Page

Resolution No. 2025-10.21.j

A resolution to approve an easement for natural gas service at the Airport

(Fairfield County Facilities)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2025-10.21.k

A Resolution to Approve an agreement of cybersecurity consulting services in 2025, 2026 and 2027 with Schneider Downs & Co., Inc.

WHEREAS, the Fairfield County Commissioners understand the importance of protecting the Fairfield County network from cyber attack; and

WHEREAS, Schneider Downs & Co., Inc. provides accountant services and cybersecurity consulting; and

WHEREAS, Schneider Downs & Co., Inc. proposes a discounted 3 year contractual rate of $33,500.00 annually for services; and

---

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

Section 1. That the Board of Commissioners resolve to approve the attached contract with Schneider Downs & Co., Inc.

Prepared by: Daniel Neeley, Information Technology Director
cc: Jeffrey Porter, Risk Management

September 23, 2025

Jeffrey Porter
Deputy County Administrator
Fairfield County Ohio
210 E. Main Street
Lancaster, OH

Dear Mr. Porter:

On behalf of Schneider Downs & Co, Inc. ("Schneider Downs", or "We", or "Us"), we appreciate the opportunity to assist Fairfield County Ohio ("Fairfield County", or "Client", or "You") with information security services. The purpose of this letter is to confirm our understanding of your needs and the terms of our engagement.

This Statement of Work (SOW), including our Master Service Agreement (MSA), as dated April 2023, (collectively, "Agreement"), outlines the terms and objectives of our engagement along with the nature and limitations of the services to be rendered.

Based on our discussions with you and our understanding of the organization, we have prepared our statement of work to specifically address how we will assist you with assessing and improving your information security.

Approach and Methodology

At Schneider Downs, we recognize the need to assess and validate information security controls on a regular basis. To perform this, we have developed a modern penetration testing approach that simulates the activities of a threat actor. The approach that we have developed is continuously updated to keep pace with the ever-changing field of information security. Our approach is built to provide your organization with not only sound tactical recommendations, but also, thought-provoking ideas on how to improve your security posture strategically over time.

At Schneider Downs, we have built our methodology using a structured and effective project management approach that has proven to be successful in delivering client satisfaction. Our approach consists of four phases of activity which include Plan, Execute, Deliver and Client Satisfaction Assessment (post-delivery).

I. *Plan* – Essential to the effectiveness and efficiency of any security assessment is a well-defined planning process and agreement of scope. In this phase we will identify and introduce project management and technical resources. As well as perform an initial process walkthrough and kickoff call. This ensures awareness of the specific risk areas to be addressed and the planned procedures to be performed.

During this phase, we will share details of our procedures with you prior to commencement of assessment activities. Key objectives during the planning phase include:

- Confirm scope
- Confirm deadlines
- Align resources
- Share contact information
- Collect the necessary pre-requisite client information

II. *Execute* – Our professionals will execute the desired scope of work during the agreed-upon timeframe. The project manager and technical resources will be in communication with your team to ensure that milestones and project deadlines will be met appropriately. To meet this objective, we will:

- Be in close coordination with our main point of contact;
- Meet with project stakeholders at agreed-upon intervals to review the project status;
- Review and approve all draft/final reports and any other deliverables.

III. *Deliver* – During the Deliver phase, the cumulative results of our procedures will be presented to and reviewed with the appropriate members of management or process owners in a closing meeting. This presentation is usually in the form of a written report and a summary presentation or discussion. The deliverables in this phase will include a comprehensive report that summarizes our activities, related findings, and recommendations. In general, our reports are structured as follows:

- Executive Summary
- Technical Finding Summary
- Testing Methodology
- Overview of Testing Performed
- Additional Scope Specific Sections as Needed

We typically assign risk ratings at the finding-level, and we will collaborate with you to agree on risk rating definitions. Our standard finding ratings are critical, high, medium and low.

IV. *Assessing Satisfaction* – We value your feedback on our performance. At Schneider Downs, satisfaction with our service is our highest priority. Our ongoing goal is that we understand your expectations and meet or exceed those expectations.

Schneider Downs measures client satisfaction through the implementation of a tailored survey that assesses our service delivery. We use this mechanism to reaffirm an ongoing, open and honest relationship with our clients by gathering feedback to identify where we can improve our services.

Scope of Services – Annual: 2025, 2026 and 2027

Administrative / Reporting

- Planning/Progress/Closing/Follow-Up Meetings
- Draft and Final Deliverables

External Penetration Testing

- Open Source Intelligence gathering / Reconnaissance
- Port scanning/enumeration
- Targeted vulnerability scanning
- Exploitation of discovered vulnerabilities
- Manual vulnerability assessment
- Password spraying
- Post-exploitation using access gained externally
  - Attempt to login to VPN and begin internal enumeration/exploitation
  - Enumeration of data on compromised machine
  - Privilege escalation on compromised machine
  - Credential dumping on compromised machine
  - Lateral movement to other internal systems

Internal Penetration Testing

- Targeted port scanning
- Targeted vulnerability scanning
- Exploitation of discovered vulnerabilities
- Network enumeration
  - DNS and Ports
  - Active Directory (BloodHound)
  - Web Applications (Default credential identification)
- Network-based attacks
  - LLMNR/NetBIOS Name Service poisoning
  - Kerberoasting/AS-REP Roasting
  - Limited password hash cracking
  - Authentication relay attacks
  - IPV6 attacks
- Privilege escalation
  - Credential dumping using Mimikatz, Procdump or similar methods
  - LSA Secrets dumping
  - Local account dumping
- Lateral movement
  - Using local and domain credentials gained from attack techniques
  - SMB-, WMI- and RDP-based lateral movement
  - Pass-the-hash attacks
- Post exploitation with access gained internally
  - Locating sensitive data within file shares
  - SQL Database / Backup access
  - Active Directory account creation

Optional Addons* [Scope of Services] – 2025, 2026 and 2027
*Optional Addons to be determined in or out of scope each year by the Fairfield team.

Social Engineering – Email Phishing Assessment

- Email Phishing
  - Credential harvesting and MFA bypassing phishing campaign
  - 3rd party filter bypass checks (if using Office365 + 3rd party filter)
  - Whitelisted IPs/URLS if needed
  - Selective vishing/smishing pretexting as needed for MFA bypass attempts

Wireless Testing

- Limited to specified SSIDs/networks
- Testing of Guest network isolation
- Testing of common wireless weaknesses

Roles And Responsibilities

Schneider Downs' roles and responsibilities are to carry out certain procedures as directed by Fairfield County Ohio. In conjunction with our services:

- Our assistance will be under the direction and supervision of Daniel Neeley (Director of IT) who will be responsible for overseeing procedures performed.
- Our services are not intended to be an audit, examination, attestation, special report or agreed-upon procedures engagement, as those services are defined in AICPA literature applicable to any such engagement. Because of inherent limitations in any internal control, misstatements due to error or fraud may occur and not be detected.
- Our services will be performed in accordance with the Statement on Standards for Consulting Services (SSCS) issued by the American Institute of Certified Public Accountants (AICPA). Consulting services differ fundamentally from attestation services. In an attest service, the practitioner expresses a conclusion about the reliability of a written assertion that is the responsibility of another party, the asserter. In a consulting service, the practitioner develops the findings, conclusions and recommendations presented. The nature and scope of work is determined solely by the agreement between the practitioner and the client. This work is performed by the practitioner only for the use and benefit of the client. Accordingly, our services will not constitute an audit, compilation, review or attestation service of the Client's financial statements or any part thereof, as described in the pronouncements on professional standards of the AICPA or the Public Company Accounting Oversight Board (PCAOB).
- Our services will not result in the issuance of a written communication to third parties by Schneider Downs directly reporting on financial data or internal control or expressing a conclusion or any other form of assurance about the adequacy of internal controls or the reliability of written assertions by management covering financial data or internal controls.

- Because of inherent limitations in any internal control, misstatements due to error or fraud may occur and not be detected. Also, projections of any evaluation of internal controls to future periods are subject to the risk that the internal control may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate. Our engagement cannot ensure that errors, fraud or other illegal acts, if present, will be detected. However, we will communicate, as appropriate, any illegal act, material error or other evidence that fraud may exist that comes to our attention.
- Schneider Downs will not undertake to perform any Client obligations whether regulatory or contractual, form part of Client's internal control structure relating to the preparation of financial reporting information, or act or appear to act in a capacity equivalent to that of a Client employee or member of management.

You are responsible for assuming all management responsibilities, making all management decisions and performing all management functions. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. In addition, you are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results of such services.

Authorization to Conduct Penetration Testing
Client will provide Schneider Downs with a list of IP addresses, and other information for the parties to jointly determine the scope and boundaries of the devices and services which are subject to the penetration testing. Client warrants and represents that it has the legal authority to authorize Schneider Downs to access or attempt to access these devices and services in the manner anticipated by this agreement. Customer expressly grants permission to and authorizes Schneider Downs, and its designated agents or subcontractors to perform a penetration test on behalf of Client. This authorization to perform tests includes but is not limited to attempts to gain access to Client's computers from the Internet using documented vulnerabilities and scanning the entire IP address range that may be associated with Client. This testing may be performed by Schneider Downs without being subject to action for either trespass or unauthorized access Client's property, computers or networks or those of any provider or partner who may provide Client with such computers or networks.

Network Interference and Disruption
It is expressly understood that the conduct of penetration tests anticipated under this agreement has the potential for causing disruption or damage to the networks or resources of Client. Schneider Downs and its designated agents or subcontractors will take reasonable efforts to avoid network outages and disruptions or damage resulting from the scans and attempts to gain access, however, the potential exists that our testing efforts could cause services or systems to lock up requiring the effected systems to be rebooted. Neither Schneider Downs, nor its designated agents or subcontractors, will be liable for any damages whatsoever (including, without limitations, damages for loss of business profits, business interruption, loss of business information or any other pecuniary loss) arising out of the service described herein, even if notice has been provided of the possibility of such damages.

Professional Fees

We estimate the fees for our 2025, 2026 and 2027 services will be as follows:

❖ Annual Services	Annual Fees
▪ **Network Pentesting** [External + Internal] ▪ 20~ internet-facing servers ▪ 230~ on-prem servers ▪ 1 active directory domain ▪ 3 network segments ▪ 1000~ users/workstations	**$33,500**
❖ Add-on Services	**Add-On Fees**
▪ **Social Engineering Assessment** [Email Phishing] ▪ Technical Controls Testing (Prevention, Alerting and Detection) ▪ User Susceptibility Testing (Opens, Clicks, Submits, Report as Phish)	**$4,500**
▪ **Wireless Network Penetration Testing** ▪ 1 physical location to be accessed (up to 10 SSIDs per location) ▪ "guest" network segmentation testing	**$1,500**

*Optional Addons to be determined in or out of scope each year by the Fairfield team.

Our invoices will be prepared monthly based upon actual hours, plus expenses, and will be due within 15 days of receipt.

We will schedule the engagement based in part on deadlines, working conditions and the availability of the Client's personnel and information. We will plan the engagement based on the assumption that personnel will cooperate and provide assistance by timely responding to our requests and inquiries. If, for whatever reason, personnel are unavailable to provide the necessary assistance in a timely and accurate manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

The fee estimate is based on anticipated cooperation from Client personnel and the assumption that unexpected circumstances will not be encountered during the engagement. Failure to receive information in a timely manner or receive cooperation from Client personnel may impact delivery timelines.

Payment of our fees is not in any way contingent on the outcome of the project. Out of pocket expenses will be billed separately and represent actual costs incurred so long as the Client has given its prior approval for those expenses before they are incurred. No additional charge will be invoiced and collected from the Client unless the Client has had the opportunity to certify the availability of funds and appropriate the same as required under Ohio Revised Section 5705.41(D)(1). We will provide updates to you to report our progress on an agreed upon basis and as deemed necessary thereafter.

Any fees for any unanticipated services or overages to the above noted fees will be mutually agreed-upon at a standard blended rate per hour of $250. In the absence of a separate engagement letter, such services will be governed by the terms and conditions of this letter.

Terms And Conditions

Please see the Master Services Agreement for terms and conditions related to this engagement.

* * * *

Client acknowledges having read this Agreement in its entirety, has had ample opportunity to consider its terms, has had full and satisfactory explanation of its terms, and fully understands and agrees to be legally bound by the terms of this Agreement.

We appreciate the opportunity to be of service to you and believe this Agreement accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this Agreement, please sign, date and return the original Agreement to us.

Very truly yours,

Schneider Downs & Co., Inc.

Certified Public Accountants

CNK/amp
Enclosure

RESPONSE:

This letter correctly sets forth the understanding of **Fairfield County Ohio.**

____
Signature

____
Title

____
Date

____
Billing Email

ROUTING FORM FOR CONTRACTS

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

A. ☐ Goods and/or Services in excess of $77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92

B. ☐ Goods and/or Services in excess of $77,250.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862

C. ☐ Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12

D. ☐ Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72

E. ☐ County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61

F. ☑ The subject matter was exempt from competitive selection for the following reason(s):

1. ☐ Under $77,250.00
2. ☐ State Term #:____________ (copy of State Term Contract must be attached)
3. ☐ ODOT Term #:____________ (See R.C. 5513.01)
4. ☑ Professional Services (See the list of exempted occupations/services under R.C. 307.86)
5. ☐ Emergency (Follow procedure under ORC 307.86(A))
6. ☐ Sole Source (attach documentation as to why contract is sole source)
7. ☐ Other:____ (cite to authority or explain why matter is exempt from competitive bidding)

G. ☐ Agreement not subject to Sections A-F (explain): ________________________

H. ☐ Compliance with Fairfield County Board of Commissioners Procurement Guidelines

1. ☑ No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office

2. ☑ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on http://ffr.ohioauditor.gov/)

3. ☐ Obtained 3 quotes for purchases under $77,250.00 (as applicable)

4. ☑ Purchase Order is included with Agreement

5. ☐ Executed Ohio Law Acknowledgment Form (ORC 307.901)

Signed this 13th day of October, 2025.

IT Director
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.***

Outlook

FW: [E] RE: Agreement Pentest/consulting/other services

From Porter, Jeffrey David <jeffrey.porter@fairfieldcountyohio.gov>
Date Mon 10/13/2025 4:30 PM
To Neeley, Daniel A <daniel.neeley@fairfieldcountyohio.gov>

See Amy's e-mail below…

Jeffrey D. Porter
Deputy County Administrator

210 E. Main St.
Lancaster, OH
43130

740-652-7895 (t)
614-404-3911 (c)
740-687-6048(f)

www.fairfieldcountyohio.gov
jeffrey.porter@fairfieldcountyohio.gov

TOP WORK PLACES 2024

From: Brown-Thompson, Amy L <amy.brown-thompson@fairfieldcountyohio.gov>
Sent: Wednesday, October 1, 2025 2:01 PM
To: Porter, Jeffrey David <jeffrey.porter@fairfieldcountyohio.gov>
Subject: RE: [E] RE: Agreement Pentest/consulting/other services

Hi Jeff,

In reviewing ORC 307.86(A) with you yesterday, it is my legal opinion that Schneider's services are exempt from competitive bidding due to being an accounting firm and a consultant. Therefore, if the County wants to do the 3 year term, I think we're good under ORC 307.86(A).

If you have any questions, please let me know.

Thanks,
Amy

Amy Brown Thompson
Civil Division Chief
Fairfield County Prosecutor's Office
239 West Main Street, Suite 101
Lancaster, Ohio 43130
(P) 740-652-7560 | (F) 740-653-4708
www.co.fairfield.oh.us/prosecutor

From: Porter, Jeffrey David <jeffrey.porter@fairfieldcountyohio.gov>
Sent: Wednesday, October 1, 2025 1:00 PM
To: Brown-Thompson, Amy L <amy.brown-thompson@fairfieldcountyohio.gov>
Subject: FW: [E] RE: Agreement Pentest/consulting/other services

Amy,

See below the response from Schnieder, thoughts?

Jeff

Jeffrey D. Porter
Deputy County Administrator
210 E. Main St.
Lancaster, OH
43130
740-652-7895 (t)
614-404-3911 (c)
740-687-6048(f)
www.fairfieldcountyohio.gov
jeffrey.porter@fairfieldcountyohio.gov

TOP WORK PLACES 2024

From: Stephen V. Bish <sbish@schneiderdowns.com>
Sent: Wednesday, October 1, 2025 12:57 PM
To: Porter, Jeffrey David <jeffrey.porter@fairfieldcountyohio.gov>
Cc: Neeley, Daniel A <daniel.neeley@fairfieldcountyohio.gov>
Subject: [E] RE: Agreement Pentest/consulting/other services

Appreciate the updates Jeff.

To be transparent, this may be a bit of a challenge as our prior work fees were $42K and the approved discounts for $33,500 were based on the 3-year agreement. Without a 3-year agreement, we are back to the discounted 1-year pricing of 40K. I suspect I can get approval for a 2-year agreement for ~35K. Please advise if that would be acceptable. Happy to answer any questions or discuss further if that would be helpful. Thanks!

-Stephen

From: Porter, Jeffrey David <jeffrey.porter@fairfieldcountyohio.gov>
Sent: Wednesday, October 1, 2025 9:31 AM
To: Stephen V. Bish <sbish@schneiderdowns.com>
Cc: Neeley, Daniel A <daniel.neeley@fairfieldcountyohio.gov>
Subject: Agreement Pentest/consulting/other services

Stephen,

Our counsel looked over the agreement. She indicated with competitive bidding; she would be comfortable with a 2-year agreement with a one-year option to renew. If we can do that, I think we are good to go.

Please let me know if we can get that, then send Dan the new agreement(s), and we can send them through the document management system. Dan, will you get with Stephen on setting up dates for you and your staff…

Thanks much,

Jeff

Jeffrey D. Porter
Deputy County Administrator

210 E. Main St.
Lancaster, OH
43130

740-652-7895 (t)
614-404-3911 (c)
740-687-6048(f)

www.fairfieldcountyohio.gov
jeffrey.porter@fairfieldcountyohio.gov

FAIRFIELD COUNTY · OHIO

TOP WORK PLACES 2024

OHIO AUDITOR OF STATE
KEITH FABER

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

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

Auditor of State - Unresolved Findings for Recovery Certified Search

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

Contractor's Information:

Name: ,
Organization: **Schneider Downs**
Date: **10/9/2025 1:02:06 PM**

This search produced the following list of **25** possible matches:

Name/Organization	Address
Bischof, Ronald	3227 Rustic Valley Drive
Fischbach, Justin G.	26986 Glenside Lane
Harmony Community School	
Harmony Community School, c/o Buckeye Community Hope Foundation	3021 East Dubli Granville Road
Harmony Community School, c/o Buckeye Community Hope Foundation	3021 East Dublin Granville Rd.
Harmony Community School, c/o Buckeye Community Hope Foundation	3021 East Dublin Granville Road
Harmony Community School, c/o Buckeye Community Hope Foundation	3021 East Dublin-Granville Rd.
Harmony Community School, c/o Buckeye Community Hope Foundation	3021 East Dubln Granville Rd.
Harte Crossroads High School	350 Columbus City Center Drive
Harte Crossroads Public Schools	350 Columbus City Center Drive
Institute of Charter School Management and Resources	368 South Patterson Boulevard
Priority High School	2945 Gilbert Avenue
Rhea Academy Community School	
Schaefer, Tom	1565 Integrity Drive E.
Schaeffer, Herman	
Schaeffer, Joyce	
Scherf, Randal	41200 Ravens Edge Way
Schmidt, Creston	1278 Vicki
Schneider, David	20088 Center Ridge Road
Schneider, David	20088 Center Ridge Road
Schweikert, Mark	109 Conren Drive
The Capella High School	4721 Reading Road
The Harte School	350 Columbus City Center Drive
The International Preparatory School	1301 East 9th Street, Suite 1900

Name/Organization	Address
Theodore Roosevelt Public Community School	c/o Richland Academy 75 North Walnut Street

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

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

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

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

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM
Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Revisions: 000

Purchase Order

Fiscal Year 2025

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

Purchase Order # **25006687 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2026

BILL TO
210 E MAIN ST
LANCASTER, OH 43130

VENDOR
SCHNEIDER DOWNS & CO INC
ONE PPG PLACE, STE 1700
PITTSBURGH, PA 15222-5416

SHIP TO
210 E MAIN ST
LANCASTER, OH 43130

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
		7389	

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
10/09/2025	17679			COMM-INFORMATION…

NOTES

Network penetration testing

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	Network penetration testing	1.0	EACH	$33,500.00	$33,500.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount $33,500.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Total Ext. Price	$33,500.00
Total Sales Tax	$0.00
Total Freight	$0.00
Total Discount	$0.00
Total Credit	$0.00
Purchase Order Total	**$33,500.00**

Date: 10/09/2025

Carri L. Brown
Auditor Fairfield County, OH

10/21/2025

Vendor Copy

Prosecutor's Approval Page

Resolution No.

An Administrative Approval for cybersecurity consulting services in 2025, 2026 and 2027 with Schneider Downs & Co., Inc.

(Fairfield County Information Technology)

Approved as to form on 10/17/2025 1:51:29 PM by Amy Brown-Thompson,

Amy Brown Thompson

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

Signature Page

Resolution No. 2025-10.21.k

An Administrative Approval for cybersecurity consulting services in 2025, 2026 and 2027 with Schneider Downs & Co., Inc.

(Fairfield County Information Technology)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2025-10.21.l

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

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with Victory House LLC, 4276 Linchmere Dr., Dayton, OH 45415; and

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

WHEREAS, this agreement shall be effective April 1st, 2025 through March 31st, 2026; and

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

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

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

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached Network Placement Service Agreement for Victory House LLC.

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

Ohio Department of Children and Youth

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

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

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

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

and

Victory House LLC, hereinafter "Provider", whose address is:

Victory House LLC
4276 Linchmere Dr
Dayton, OH 45415

Collectively the "Parties".

Table of Contents

RECITALS

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

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

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

See Attachment 3 for additional details.

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

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

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

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

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

Article II. TERM OF AGREEMENT

This Agreement is in effect from **04/01/2025** through **03/31/2026**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for ____________________ additional, ________ year terms not to exceed ________ years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

Article III. ORDER OF PRECEDENCE

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

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

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

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

A. Agreement means this Agreement, attachments and exhibits thereto.

B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.

C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.

D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code (OAC) 5101:2-1-01 and any related cross-references.

E. Aftercare Support, as defined, in rule 5101:2-1-01 the Administrative Code, is case management activities performed with or on behalf of a child/family, by the Qualified Residential Treatment Program (QRTP) as part of the required discharge plan developed by the permanency team for a minimum of six months from discharge.

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

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

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

Article V. PROVIDER RESPONSIBILITIES

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

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

C. Provider agrees to deliver aftercare support as described in Article IV.

D. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.

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

F. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.

1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
2. The Monthly Progress Report will include the following medical related information:
   a. Service type (i.e. medical, dental, vision, etc.);
   b. Date(s) of service;
   c. Reason for visit (i.e. routine, injury, etc.);
   d. Practitioner name, address and contact number;
   e. Name of hospital, practice, urgent care, etc.;
   f. Prescribed medications and dosages;
   g. Date(s) medication(s) were prescribed or changed; and
   h. Changes to medications.

G. Placement changes, emergency or non-emergency, are to only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.

H. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.

I. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs (DCY 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

1. Absent Without Leave (AWOL);
2. Child Alleging Physical or Sexual Abuse / Neglect;
3. Death of Child;
4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors,Homicidal Behaviors);
7. School Expulsion / Suspension (formal action by school);
8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
9. Victim of assault, neglect, physical or sexual abuse; and
10. The filing of any law enforcement report involving the child.

J. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:

1. When physical restraint is used/applied; and
2. Medication lapses or errors.

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

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

L. The Provider agrees to submit each child’s assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.

M. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.

N. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days’ notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).

O. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.

P. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age fourteen (14) and above.

Q. When applicable, due to the Provider being part of a managed care agreement as defined in OAC 5101:2-1-01, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.

R. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.

S. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to OAC 5101:2-5-33, OAC 5101:2-9-02 or OAC 5101:2-9-03 has been completed.

T. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.

U. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.

V. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.

W. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).

X. The Provider agrees to adhere to the following Medical/Medication guidelines:

1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
2. To comply with the medical consent process as identified by Agency;
3. Only the Agency can give permission for the administering or change (addition or elimination) of

psychotropic medication and its ongoing management; and

4. Provide an initial placement medical screening within five working days of child's placement into a placement resource under the Provider's operation and/or oversight.

Y. To arrange for required health care/medical examinations within time frames required by OAC 5101:2-42-66.1and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.

Z. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.

AA. The Provider will immediately notify the Agency:

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

See Attachment 2 for additional details.

Article VI. AGENCY RESPONSIBILITIES

A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.

B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.

C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.

D. Agency agrees to visit with the child in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.

E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.

F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.

G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).

H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.

I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.

J. The Agency represents:

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

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

Article VII. INVOICING FOR PLACEMENT SERVICES

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

1. Provider's name, address, telephone number, email address, fax number if available, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
2. Billing date and the billing period.
3. Name of child, date of birth of child, and the child's Ohio Child Welfare Information System (Ohio CWIS) person I.D. number.
4. Admission date and discharge date, if available.
5. Agreed upon per diem for maintenance and the agreed per diem administration;and
6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:

    a. Case Management; allowable administration cost;
    b. Transportation, allowable maintenance cost;
    c. Transportation; allowable administration cost;
    d. Other Direct Services; allowable maintenance cost;
    e. Behavioral health care; non-reimbursable cost; and
    f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/ non-reimbursable cost.

B. If Provider is an enrolled provider of Medicaid, Provider shall seek reimbursement for aftercare support provided to children through Medicaid. If a child is an open client with the QRTP the following services or activities may be billed to Medicaid as medically necessary. Aftercare support provided that is not available for Medicaid reimbursement shall be billed to the Agency. If Provider is not enrolled on Medicaid, reimbursement for aftercare support provided shall be billed to the Agency. Aftercare support provided to children who are not enrolled on Medicaid shall be invoiced to the Agency less any private insurance / third-party payor reimbursement obtained by Provider. Rates for aftercare support billed to the Agency shall be consistent with the prevailing Medicaid rate for Community Psychiatric Supportive Treatment (CPST) at the most recent version of which may be found at: Manuals and Rates (ohio.gov). If the parties agree to not use the Medicaid rates, an "Agreement for Title IV-E Agencies for the Provision of Non-Placement Services" will need to be created, and the negotiated rates will be displayed on the Schedule B.

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

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

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

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

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

D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.

E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.

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

G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.

H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.

I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:

1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
2. Issue a notice of intent to terminate the Agreement.

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

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

See Attachment 1 for additional details.

Article IX. TERMINATION; BREACH AND DEFAULT

A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.

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

C. Upon of the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.

D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.

E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:

1. Improper or inappropriate activities;
2. Loss of required licenses;
3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
4. Unethical business practices or procedures; and
5. Any other event that Agency deems harmful to the well-being of a child; or
6. Loss of funding as set forth in Article VIII.

F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.

G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:

1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Children and Youth (DCY), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.

B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.

C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.

D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

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

F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.

G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.

H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:

1. Ensure the security and confidentiality of data;
2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
    a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
    b. Firewall protection;
    c. Encryption of electronic data while in transit from Provider networks to external networks;
    d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
    e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
    f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.

I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.

J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.

K. In the event the Provider discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency.

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

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

A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC 2151.86, ORC 5103.0328, ORC 5103.0319 and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.

B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.

C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76,Subpart F.

D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.

E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.

F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.

G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.

H. Provider certifies that it will:

1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.

I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.

J. The Provider certifies that it is in compliance with all applicable federal and State laws and regulations governing fair labor and employment practices.

K. Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(A)(4), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.

L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).

M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.

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

Article XII. INDEPENDENT CONTRACTOR

A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.

B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.

C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered in accordance with this Agreement.

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with ORC 5103.0323.

B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).

C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in OAC 5101:2-47-26.2 to DCY. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.

D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with OAC 5101:2-47-26.2.The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with ORC 5101.11, ORC 5101.14. and OAC 5101:2-47-01.

E. Upon request from the Agency, the Provider shall submit a copy of the DCY 02911 and Agreed Upon Procedures.

F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:

1. OAC 5101:2-47-11: "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
2. OAC 5101:2-47-26.1: "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
3. OAC 5101:2-47-26.2: "Cost Report Agreed Upon Procedures Engagement".
4. DCY 02911 Single Cost Report Instructions.
5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
7. 2 CFR part 200.501, Audit Requirements.

Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

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

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

Article XV. ATTACHMENTS/ADDENDA

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

Article XVI. NOTICE

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

if to Agency, to

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

if to Provider, to

Victory House LLC
4276 Linchmere Dr
Dayton, OH 45415

Article XVII. CONSTRUCTION

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

Article XVIII. NO ASSURANCES

A. Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.

B. This Agreement, Attachments, and all Exhibits embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by both the parties.

Article XIX. CONFLICT OF INTEREST

A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider’s functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.

B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with ORC 102.03, ORC 102.04 , ORC 2921.42, ORC 2921.43.

C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

Article XX. INSURANCE

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement.

Provider agrees to procure and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars ($1,000,000.00) per occurrence and One Million Dollars ($1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars ($100,000.00) coverage in legal liability fire damage. Coverage will include:

   1. Additional insured endorsement;
   2. Product liability;
   3. Blanket contractual liability;
   4. Broad form property damage;
   5. Severability of interests;
   6. Personal injury; and
   7. Joint venture as named insured (if applicable).

   Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars ($300,000.00) per occurrence and Three Hundred Thousand Dollars ($300,000.00) in the aggregate.

B. Business auto liability insurance of at least One Million Dollars ($1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), “Consumers” and Provider provides this service through the use of its employees’ privately owned vehicles “POV”, then the Provider’s Business Auto Liability insurance shall sit excess to the employees “POV” insurance and provide coverage above its employee’s “POV” coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.

C. Professional liability (errors and omission) insurance of at least One Million Dollars ($1,000,000.00) per claim and in the aggregate.

D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars ($1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:

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

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

E. Workers' Compensation insurance at the statutory limits required by ORC.

F. The Provider further agrees with the following provisions:

1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences.The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

Article XXI. INDEMNIFICATION & HOLD HARMLESS

A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s') employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.

C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

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

B. Transportation of Child

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

vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of OAC 5101:2-07-02(I) as follows:
   a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of OAC 5101:2-7-02 have been met.
   b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with OAC 5101:2-5-09 have been met.
2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.

D. Verification of Job or Volunteer Application:

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

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

Article XXIV. FINDINGS FOR RECOVERY

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

Article XXV. PUBLIC RECORDS

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

Article XXVI. CHILD SUPPORT ENFORCEMENT

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

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

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

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

Article XXVIII. SUBCONTRACTING AND DELEGATION

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

Article XXIX. PROPERTY OF AGENCY

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

Article XXX. SEVERABILITY

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

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

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

Article XXXII. COUNTERPARTS

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

Article XXXIII. APPLICABLE LAW AND VENUE

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

ATTACHMENT

Attachment One.

Reason: Article
Section: Article VIII - Reimbursement for Placement Services
Detail: Article VIII

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

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

ITEM E
If a child goes on any form of unpaid leave and is reasonably expected to return to the same placement, Agency may pay for up to seven (7) consecutive nights of leave. In order for Agency to pay for such leave, Provider (including foster parents, if applicable) must agree to remain available for regular services and needed support during such leave. Leave beyond seven (7) days will not be paid unless extenuating circumstances exist, and both Agency and Provider agree to payment terms in advance, in writing.
Regardless of length, Agency will not pay Provider for any leave during which payment is being made to another provider, nor for leave where the child is in a paid or unpaid alternative placement outside of Provider's network due to a lack of placement availability with Provider. Any deviation from this must be agreed to in advance, in writing, by both Agency and Provider.

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

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

In situations where the Service Provider does not possess a Medicaid/insurance number or other information required to bill an alternative source for services provided to children in the custody of FCCPS, the Service Provider must take the following actions.
A. The Service Provider will contact the Finance Department at (740)652-7703 or (740)652-7816 for assistance with resolving Medicaid/insurance number issues.
B. Within thirty (30) days if an invoice from a healthcare provider for services rendered to a child in FCCPS custody, the Service Provider should forward the invoice to the FCCPS Finance Department at: Fairfield County Job and Family Services-Protective Services, 239 West Main St., Lancaster, OH 43130 or fax such invoice to the FCCPS

Finance Department at (740)-687-7070. Failure to forward this invoice to FCCPS within thirty (30)days will constitute a waiver of any claim against FCCPS for payment of the invoice. If the Service Provider receives additional notices regarding the invoice, the Service Provider must contact the FCCPS Finance Department at (740)-652-7816 or (740)652-7703 to confirm that FCCPS received the initial invoice and to obtain the status of payment arrangements. The Service Provider SHALL NOT pay the invoice and expect or request reimbursement from FCCPS without the prior written approval of FCCPS.
C. If a child who is in custody of FCCPS requires pharmaceutical supplies, Service Provider must obtain the supplies from a pharmacy that accepts Medicaid/insurance payments.

FCCPS retains the right to recoup funds from the Service Provider upon the determination that third party funds are duplicative (in the aggregate) of FCCPS payments to the Service Provider, or in the event that the Service Provider fails to properly credit any and all such third party payments. Relative to recouping funds, FCCPS may withhold from subsequent reimbursement to the Service Provider an amount equal to any un-credited or duplicate third party payments. For purposes of this paragraph, "third party" includes, but is not limited to , Medicaid and private insurance companies.
The Service Provider shall obtain and provide a written estimate for any non-routine, non-emergency, or out-of-network medical and dental expenses to FCCPS along with the written recommendation of the physician or dentist. The Service Provider is not permitted to deliver or authorize any health/dental care or treatment services (including, but not limited to, mental health services), without the prior written consent of the FCCPS Deputy Director or authorized designee (see Consent for Medical Treatment letter).

Attachment Two.

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

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

ITEMS D, E, & F
After-Hours/On-Call Process
Provider shall notify Agency of any items identified in Article V, according to the following options:
For calls during business hours (Monday through Friday, from 8:00 a.m. to 4:00 p.m., excluding holidays), Provider shall call (740) 652-7854 and inform the operator of the need to urgently speak to casework staff.
For calls outside of business hours, Provider shall call (740)808-0009 or (740)808-0982 in order to notify Agency's On-Call staff member of the urgent situation.

Insert new item - ITEM S
Provider will ensure access to Normalcy activities, based upon the developmental, social, and emotional functioning of each child placement.

Insert new item - ITEM T
All Provider staff, and foster caregivers when applicable, should seek and receive prior authorization from Agency for any type of non-routine medical care or medication needs. This includes, but is not limited to: major medical treatment, medical procedures, surgery, implementation of or change in psychotropic medications, and any other medical intervention that carries a high risk of side effects, impairment, or harm. Routine well visits and treatment for typical childhood illnesses will not require such prior authorization.

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

Attachment Three.

Reason: Article
Section: Article I - Scope of Placement Services
Detail: Article I
SECTIONS 1.02 & 1.03, References to Exhibit I
Article I, Item A ('Scope of Placement Services') will serve as Exhibit I. al facility for prompt treatment. As soon as possible, Agency shall be contacted, according to the process outlined in the addendum to Article V.

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

SIGNATURES OF PARTIES:

Provider: Victory House LLC

Print Name & Title	Signature	Date
Nicole Vaughn Director		10/2/2025

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
Agency: Fairfield County Department of Job and Family Services
Provider / ID: Victory House LLC / 25505074

Run Date: 09/18/2025
Contract Period: 04/01/2025 - 03/31/2026

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transporation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Hillary Street Group Home (20979)	7657413			$255.00	$15.00						$270.00	$540.00	04/01/2025	03/31/2026
Hillary Street Group Home (20979)	7657413			$255.00	$15.00							$270.00	04/01/2025	03/31/2026
Hillary Street Group Home (20979)	7657413			$300.00	$15.00							$315.00	04/01/2025	03/31/2026
Linchmere Drive Group Home (20919)	7475663			$300.00	$15.00							$315.00	04/01/2025	03/31/2026

A Contract regarding Victory House LLC between Job and Family Services and

Approved on 10/13/2025 10:13:37 AM by Sarah Fortner, Deputy Director

Sarah Fortner
Deputy Director

Approved on 10/13/2025 10:38:13 AM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director
Fairfield County Job & Family Services

Purchase Order

Carri L. Brown, PhD, MBA, CGFM
Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Revisions: 006

Fiscal Year 2025

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

Purchase Order # **25003106 - 06**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

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

VENDOR
NICOLE VAUGHN
VICTORY HOUSE LLC
4276 LINCHMERE DR
DAYTON, OH 45415

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

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
		3358	

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
02/20/2025	17550			JOB & FAMILY SERVICES

NOTES

BOARD AND CARE

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

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	**MODIFIED:** BOARD AND CARE	1.0	EACH	$200,720.00	$200,720.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount $200,720.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Total Ext. Price	$200,720.00
Total Sales Tax	$0.00
Total Freight	$0.00
Total Discount	$0.00
Total Credit	$0.00
Purchase Order Total	**$200,720.00**

Date: 02/20/2025

Carri L. Brown
Auditor Fairfield County, OH

10/21/2025

Vendor Copy

Keith Faber
Ohio Auditor

Certified Search for Unresolved Findings for Recovery

OHIO AUDITOR OF STATE
KEITH FABER

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

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

Auditor of State - Unresolved Findings for Recovery Certified Search

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

Contractor's Information:

Name: ,
Organization: **Victory House LLC**
Date: **10/2/2025 2:20:19 PM**

This search produced the following list of **12** possible matches:

Name/Organization	Address
African Refugee Educational and Cultural Services	3800 Sullivant Avenue
Anew Educational Services	11470 Euclid Ave. #170
Anew Educational Services	11470 Euclid Avenue #170
Eagle Eye Services, LLC	P.O. Box 8288
Education Recruiting Services	4601 E. 5th Avenue
Ellington Management Services	6581 Westminster Court
Exceptional Psychological Services, Phoenix Village Academy P2	1588 East 40th St.
Global Bilingual Services	5767 Vienna Drive
Greater Educational Service Center, Phoenix Village Academy P2	5455 North Marginal Road, Suite 521
Greater Educational Service Center, Phoenix Village Academy S1	5455 North Marginal Road, Suite 521
MacWin Protocol Technology Services, Inc.	12328 Granger Road
New Opportunity Development and Management Services, Inc., c/o Mark Olds	38510 Flanders Drive

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 control.

01.2018
***COST ANALYSIS*:**

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

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

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

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

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

Director

Company Representative Signature and Title

Nicole Vaughn Victory House LLC

Company Representative Name and Company

5/20/2025

Date

ROUTING FORM FOR CONTRACTS

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

A. ☐ Goods and/or Services in excess of $77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92

B. ☐ Goods and/or Services in excess of $77,250.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862

C. ☐ Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12

D. ☐ Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72

E. ☐ County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61

F. ☐ The subject matter was exempt from competitive selection for the following reason(s):

1. ☐ Under $77,250.00
2. ☐ State Term #:____________ (copy of State Term Contract must be attached)
3. ☐ ODOT Term #:____________ (See R.C. 5513.01)
4. ☐ Professional Services (See the list of exempted occupations/services under R.C. 307.86)
5. ☐ Emergency (Follow procedure under ORC 307.86(A))
6. ☐ Sole Source (attach documentation as to why contract is sole source)
7. ☐ Other:______________________________ (cite to authority or explain why matter is exempt from competitive bidding)

G. ☑ Agreement not subject to Sections A-F (explain): RUMA - AEP Lancaster Area Transmission Line Rebuild Project

H. ☐ Compliance with Fairfield County Board of Commissioners Procurement Guidelines

1. ☐ No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
2. ☐ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on http://ffr.ohioauditor.gov/)
3. ☐ Obtained 3 quotes for purchases under $77,250.00 (as applicable)
4. ☐ Purchase Order is included with Agreement

Signed this 8th day of October, 2025.

Michele White Program Contract Specialist
Name and Title

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

Search

All Words | e.g. 1606N020Q02

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

Simple Search | **Search Editor**

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- ○ All Words
- ○ Exact Phrase

e.g. 1606N020Q02

"Victory House LLC" ×

Federal Organizations

Enter Code or Name ▼ ...

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- ☐ Inactive

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Prosecutor's Approval Page

Resolution No.

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

(Fairfield County Job and Family Services)

Approved as to form on 10/13/2025 11:44:13 AM by Steven Darnell,

Signature Page

Resolution No. 2025-10.21.l

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

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2025-10.21.m

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Marie’s House of Hope, Inc.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with Marie’s House of Hope, Inc., 332 Linwood St., Dayton, Ohio 45405; and

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

WHEREAS, this agreement shall be effective September 1st, 2025 through August 31st, 2026; and

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

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

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

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached Network Placement Service Agreement for Marie’s House of Hope, Inc.

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

Ohio Department of Children and Youth

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

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

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

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

and

Marie's House of Hope, Inc., hereinafter "Provider", whose address is:

Marie's House of Hope, Inc.
332 Linwood St
Dayton, OH 45405

Collectively the "Parties".

Table of Contents

RECITALS

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

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

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

See Attachment 3 for additional details.

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

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

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

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

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

Article II. TERM OF AGREEMENT

This Agreement is in effect from **09/01/2025** through **08/31/2026**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for ____________________ additional, ________ year terms not to exceed ________ years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

Article III. ORDER OF PRECEDENCE

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

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

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

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

A. Agreement means this Agreement, attachments and exhibits thereto.

B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.

C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency’s custody and under the care of the Provider for the provision of placement services.

D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code (OAC) 5101:2-1-01 and any related cross-references.

E. Aftercare Support, as defined, in rule 5101:2-1-01 the Administrative Code, is case management activities performed with or on behalf of a child/family, by the Qualified Residential Treatment Program (QRTP) as part of the required discharge plan developed by the permanency team for a minimum of six months from discharge.

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

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

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

Article V. PROVIDER RESPONSIBILITIES

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

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

C. Provider agrees to deliver aftercare support as described in Article IV.

D. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.

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

F. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.

1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
2. The Monthly Progress Report will include the following medical related information:
    a. Service type (i.e. medical, dental, vision, etc.);
    b. Date(s) of service;
    c. Reason for visit (i.e. routine, injury, etc.);
    d. Practitioner name, address and contact number;
    e. Name of hospital, practice, urgent care, etc.;
    f. Prescribed medications and dosages;
    g. Date(s) medication(s) were prescribed or changed; and
    h. Changes to medications.

G. Placement changes, emergency or non-emergency, are to only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.

H. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.

I. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs (DCY 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

1. Absent Without Leave (AWOL);
2. Child Alleging Physical or Sexual Abuse / Neglect;
3. Death of Child;
4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors,Homicidal Behaviors);
7. School Expulsion / Suspension (formal action by school);
8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
9. Victim of assault, neglect, physical or sexual abuse; and
10. The filing of any law enforcement report involving the child.

J. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:

1. When physical restraint is used/applied; and
2. Medication lapses or errors.

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

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

L. The Provider agrees to submit each child’s assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.

M. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.

N. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days’ notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).

O. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.

P. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age fourteen (14) and above.

Q. When applicable, due to the Provider being part of a managed care agreement as defined in OAC 5101:2-1-01, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.

R. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.

S. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to OAC 5101:2-5-33, OAC 5101:2-9-02 or OAC 5101:2-9-03 has been completed.

T. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.

U. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.

V. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.

W. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).

X. The Provider agrees to adhere to the following Medical/Medication guidelines:

1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
2. To comply with the medical consent process as identified by Agency;
3. Only the Agency can give permission for the administering or change (addition or elimination) of

psychotropic medication and its ongoing management; and
4. Provide an initial placement medical screening within five working days of child's placement into a placement resource under the Provider's operation and/or oversight.

Y. To arrange for required health care/medical examinations within time frames required by OAC 5101:2-42-66.1and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.

Z. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.

AA. The Provider will immediately notify the Agency:

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

See Attachment 2 for additional details.

Article VI. AGENCY RESPONSIBILITIES

A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.

B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.

C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.

D. Agency agrees to visit with the child in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.

E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.

F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.

G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).

H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.

I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.

J. The Agency represents:

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

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

Article VII. INVOICING FOR PLACEMENT SERVICES

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

1. Provider's name, address, telephone number, email address, fax number if available, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
2. Billing date and the billing period.
3. Name of child, date of birth of child, and the child's Ohio Child Welfare Information System (Ohio CWIS) person I.D. number.
4. Admission date and discharge date, if available.
5. Agreed upon per diem for maintenance and the agreed per diem administration;and
6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:

   a. Case Management; allowable administration cost;
   b. Transportation, allowable maintenance cost;
   c. Transportation; allowable administration cost;
   d. Other Direct Services; allowable maintenance cost;
   e. Behavioral health care; non-reimbursable cost; and
   f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/ non-reimbursable cost.

B. If Provider is an enrolled provider of Medicaid, Provider shall seek reimbursement for aftercare support provided to children through Medicaid. If a child is an open client with the QRTP the following services or activities may be billed to Medicaid as medically necessary. Aftercare support provided that is not available for Medicaid reimbursement shall be billed to the Agency. If Provider is not enrolled on Medicaid, reimbursement for aftercare support provided shall be billed to the Agency. Aftercare support provided to children who are not enrolled on Medicaid shall be invoiced to the Agency less any private insurance / third-party payor reimbursement obtained by Provider. Rates for aftercare support billed to the Agency shall be consistent with the prevailing Medicaid rate for Community Psychiatric Supportive Treatment (CPST) at the most recent version of which may be found at: Manuals and Rates (ohio.gov). If the parties agree to not use the Medicaid rates, an "Agreement for Title IV-E Agencies for the Provision of Non-Placement Services" will need to be created, and the negotiated rates will be displayed on the Schedule B.

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

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

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

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

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

D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.

E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.

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

G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.

H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.

I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:

1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
2. Issue a notice of intent to terminate the Agreement.

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

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

See Attachment 1 for additional details.

Article IX. TERMINATION; BREACH AND DEFAULT

A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.

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

C. Upon of the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.

D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.

E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:

1. Improper or inappropriate activities;
2. Loss of required licenses;
3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
4. Unethical business practices or procedures; and
5. Any other event that Agency deems harmful to the well-being of a child; or
6. Loss of funding as set forth in Article VIII.

F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.

G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:

1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Children and Youth (DCY), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.

B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.

C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.

D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

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

F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.

G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.

H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:

1. Ensure the security and confidentiality of data;
2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
    a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
    b. Firewall protection;
    c. Encryption of electronic data while in transit from Provider networks to external networks;
    d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
    e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
    f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.

I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.

J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.

K. In the event the Provider discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency.

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

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

A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC 2151.86, ORC 5103.0328, ORC 5103.0319 and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.

B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.

C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76,Subpart F.

D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.

E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.

F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.

G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.

H. Provider certifies that it will:

1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.

I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.

J. The Provider certifies that it is in compliance with all applicable federal and State laws and regulations governing fair labor and employment practices.

K. Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(A)(4), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.

L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).

M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.

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

Article XII. INDEPENDENT CONTRACTOR

A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.

B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.

C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered in accordance with this Agreement.

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with ORC 5103.0323.

B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).

C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in OAC 5101:2-47-26.2 to DCY. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.

D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with OAC 5101:2-47-26.2.The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with ORC 5101.11, ORC 5101.14. and OAC 5101:2-47-01.

E. Upon request from the Agency, the Provider shall submit a copy of the DCY 02911 and Agreed Upon Procedures.

F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:

1. OAC 5101:2-47-11: "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
2. OAC 5101:2-47-26.1: "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
3. OAC 5101:2-47-26.2: "Cost Report Agreed Upon Procedures Engagement".
4. DCY 02911 Single Cost Report Instructions.
5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
7. 2 CFR part 200.501, Audit Requirements.

Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

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

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

Article XV. ATTACHMENTS/ADDENDA

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

Article XVI. NOTICE

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

if to Agency, to

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

if to Provider, to

Marie's House of Hope, Inc.
332 Linwood St
Dayton, OH 45405

Article XVII. CONSTRUCTION

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

Article XVIII. NO ASSURANCES

A. Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.

B. This Agreement, Attachments, and all Exhibits embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by both the parties.

Article XIX. CONFLICT OF INTEREST

A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider’s functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.

B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with ORC 102.03, ORC 102.04 , ORC 2921.42, ORC 2921.43.

C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

Article XX. INSURANCE

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement.

Provider agrees to procure and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars ($1,000,000.00) per occurrence and One Million Dollars ($1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars ($100,000.00) coverage in legal liability fire damage. Coverage will include:

   1. Additional insured endorsement;
   2. Product liability;
   3. Blanket contractual liability;
   4. Broad form property damage;
   5. Severability of interests;
   6. Personal injury; and
   7. Joint venture as named insured (if applicable).

   Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars ($300,000.00) per occurrence and Three Hundred Thousand Dollars ($300,000.00) in the aggregate.

B. Business auto liability insurance of at least One Million Dollars ($1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), “Consumers” and Provider provides this service through the use of its employees’ privately owned vehicles “POV”, then the Provider’s Business Auto Liability insurance shall sit excess to the employees “POV” insurance and provide coverage above its employee’s “POV” coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.

C. Professional liability (errors and omission) insurance of at least One Million Dollars ($1,000,000.00) per claim and in the aggregate.

D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars ($1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:

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

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

E. Workers' Compensation insurance at the statutory limits required by ORC.

F. The Provider further agrees with the following provisions:

1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences.The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

Article XXI. INDEMNIFICATION & HOLD HARMLESS

A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s') employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.

C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

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

B. Transportation of Child

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

vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of OAC 5101:2-07-02(I) as follows:
   a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of OAC 5101:2-7-02 have been met.
   b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with OAC 5101:2-5-09 have been met.
2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.

D. Verification of Job or Volunteer Application:

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

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

Article XXIV. FINDINGS FOR RECOVERY

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

Article XXV. PUBLIC RECORDS

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

Article XXVI. CHILD SUPPORT ENFORCEMENT

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

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with ORC 5719.042. Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

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

Article XXVIII. SUBCONTRACTING AND DELEGATION

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

Article XXIX. PROPERTY OF AGENCY

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

Article XXX. SEVERABILITY

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

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

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

Article XXXII. COUNTERPARTS

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

Article XXXIII. APPLICABLE LAW AND VENUE

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

ATTACHMENT

Attachment One.

Reason: Article
Section: Article VIII - Reimbursement for Placement Services
Detail: Article VIII

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

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

ITEM E
If a child goes on any form of unpaid leave and is reasonably expected to return to the same placement, Agency may pay for up to seven (7) consecutive nights of leave. In order for Agency to pay for such leave, Provider (including foster parents, if applicable) must agree to remain available for regular services and needed support during such leave. Leave beyond seven (7) days will not be paid unless extenuating circumstances exist, and both Agency and Provider agree to payment terms in advance, in writing.
Regardless of length, Agency will not pay Provider for any leave during which payment is being made to another provider, nor for leave where the child is in a paid or unpaid alternative placement outside of Provider's network due to a lack of placement availability with Provider. Any deviation from this must be agreed to in advance, in writing, by both Agency and Provider.

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

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

In situations where the Service Provider does not possess a Medicaid/insurance number or other information required to bill an alternative source for services provided to children in the custody of FCCPS, the Service Provider must take the following actions.
A. The Service Provider will contact the Finance Department at (740)652-7703 or (740)652-7816 for assistance with resolving Medicaid/insurance number issues.
B. Within thirty (30) days if an invoice from a healthcare provider for services rendered to a child in FCCPS custody, the Service Provider should forward the invoice to the FCCPS Finance Department at: Fairfield County Job and Family Services-Protective Services, 239 West Main St., Lancaster, OH 43130 or fax such invoice to the FCCPS

Finance Department at (740)-687-7070. Failure to forward this invoice to FCCPS within thirty (30)days will constitute a waiver of any claim against FCCPS for payment of the invoice. If the Service Provider receives additional notices regarding the invoice, the Service Provider must contact the FCCPS Finance Department at (740)-652-7816 or (740)652-7703 to confirm that FCCPS received the initial invoice and to obtain the status of payment arrangements. The Service Provider SHALL NOT pay the invoice and expect or request reimbursement from FCCPS without the prior written approval of FCCPS.
C. If a child who is in custody of FCCPS requires pharmaceutical supplies, Service Provider must obtain the supplies from a pharmacy that accepts Medicaid/insurance payments.

FCCPS retains the right to recoup funds from the Service Provider upon the determination that third party funds are duplicative (in the aggregate) of FCCPS payments to the Service Provider, or in the event that the Service Provider fails to properly credit any and all such third party payments. Relative to recouping funds, FCCPS may withhold from subsequent reimbursement to the Service Provider an amount equal to any un-credited or duplicate third party payments. For purposes of this paragraph, "third party" includes, but is not limited to , Medicaid and private insurance companies.
The Service Provider shall obtain and provide a written estimate for any non-routine, non-emergency, or out-of-network medical and dental expenses to FCCPS along with the written recommendation of the physician or dentist. The Service Provider is not permitted to deliver or authorize any health/dental care or treatment services (including, but not limited to, mental health services), without the prior written consent of the FCCPS Deputy Director or authorized designee (see Consent for Medical Treatment letter).

Attachment Two.

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

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

ITEMS D, E, & F
After-Hours/On-Call Process
Provider shall notify Agency of any items identified in Article V, according to the following options:
For calls during business hours (Monday through Friday, from 8:00 a.m. to 4:00 p.m., excluding holidays), Provider shall call (740) 652-7854 and inform the operator of the need to urgently speak to casework staff.
For calls outside of business hours, Provider shall call (740)808-0009 or (740)808-0982 in order to notify Agency's On-Call staff member of the urgent situation.

Insert new item - ITEM S
Provider will ensure access to Normalcy activities, based upon the developmental, social, and emotional functioning of each child placement.

Insert new item - ITEM T
All Provider staff, and foster caregivers when applicable, should seek and receive prior authorization from Agency for any type of non-routine medical care or medication needs. This includes, but is not limited to: major medical treatment, medical procedures, surgery, implementation of or change in psychotropic medications, and any other medical intervention that carries a high risk of side effects, impairment, or harm. Routine well visits and treatment for typical childhood illnesses will not require such prior authorization.

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

Attachment Three.

Reason: Article
Section: Article I - Scope of Placement Services
Detail: Article I
SECTIONS 1.02 & 1.03, References to Exhibit I
Article I, Item A ('Scope of Placement Services') will serve as Exhibit I. al facility for prompt treatment. As soon as possible, Agency shall be contacted, according to the process outlined in the addendum to Article V.

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

SIGNATURES OF PARTIES:

Provider: Marie's House of Hope, Inc.

Print Name & Title	Signature	Date
Irvin McDonald Executive Director	Irvin McDonald	10-6-25

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
Agency: Fairfield County Department of Job and Family Services
Provider / ID: Marie's House of Hope, Inc. / 10502774

Run Date: 10/06/2025
Contract Period: 09/01/2025 - 08/31/2026

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transporation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Alonzo's Place (21056)	7691066			$314.00	$24.00							$338.00	09/01/2025	08/31/2026
Barbara & Dorothy House (20851)	6341663			$314.00	$24.00							$338.00	09/01/2025	08/31/2026
George - McDonald Home (20811)	4159663			$314.00	$24.00							$338.00	09/01/2025	08/31/2026
OYAMA M. Home (20869)	7103663			$314.00	$24.00							$338.00	09/01/2025	08/31/2026
Robert C. Home (20868)	6977663			$314.00	$24.00							$338.00	09/01/2025	08/31/2026
Treatment Foster Care - FFH (30437)	7663165			$80.00	$50.00							$130.00	09/01/2025	08/31/2026

A Contract regarding Marie's House of Hope, Inc. between Job and Family Services and

Approved on 10/13/2025 10:14:08 AM by Sarah Fortner, Deputy Director

Sarah Fortner
Deputy Director

Approved on 10/13/2025 10:38:22 AM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director
Fairfield County Job & Family Services

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM
Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Revisions: 000

Purchase Order

Fiscal Year 2025

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

Purchase Order # **25006632 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

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

VENDOR
MARIE'S HOUSE OF HOPE, INC
706 1/2 E MAIN STREET
TROTWOOD, OH 45426

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

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
		7320	

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
10/06/2025	12563			JOB & FAMILY SERVICES

NOTES

CONGREGATE CARE

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

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	CONGREGATE CARE	1.0	EACH	$15,000.00	$15,000.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount $15,000.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Total Ext. Price	$15,000.00
Total Sales Tax	$0.00
Total Freight	$0.00
Total Discount	$0.00
Total Credit	$0.00
Purchase Order Total	**$15,000.00**

Date: 10/06/2025

Carri L. Brown

Auditor Fairfield County, OH

10/21/2025

Vendor Copy

Keith Faber
Ohio Auditor

Certified Search for Unresolved Findings for Recovery

OHIO AUDITOR OF STATE
KEITH FABER

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

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

Auditor of State - Unresolved Findings for Recovery Certified Search

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

Contractor's Information:

Name: ,
Organization: **Marie's House of Hope, Inc.**
Date: **10/6/2025 10:31:41 AM**

This search produced the following list of **6** possible matches:

Name/Organization	Address
Marchionda, Dominic	7886 Via Attilio
Markins, Edward	502 Patricia Drive
Marshall, Wendy	2549 Hard Road
Martin, Aaron	849 Oakfield Avenue
Martin, Christopher	5316 Springfield-Jamestown Road
New Opportunity Development and Management Services, Inc., c/o Mark Olds	38510 Flanders Drive

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

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

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

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

01.2018
***COST ANALYSIS*:**

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

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

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

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

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

Executive Director
Company Representative Signature and Title

Irvin McDonald Marie's House of Hope, Inc.
Company Representative Name and Company

10-8-2025
Date

ROUTING FORM FOR CONTRACTS

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

A. ☐ Goods and/or Services in excess of $77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92

B. ☐ Goods and/or Services in excess of $77,250.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862

C. ☐ Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12

D. ☐ Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72

E. ☐ County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61

F. ☐ The subject matter was exempt from competitive selection for the following reason(s):

1. ☐ Under $77,250.00
2. ☐ State Term #:____________ (copy of State Term Contract must be attached)
3. ☐ ODOT Term #:____________ (See R.C. 5513.01)
4. ☐ Professional Services (See the list of exempted occupations/services under R.C. 307.86)
5. ☐ Emergency (Follow procedure under ORC 307.86(A))
6. ☐ Sole Source (attach documentation as to why contract is sole source)
7. ☐ Other:______________________________ (cite to authority or explain why matter is exempt from competitive bidding)

G. ☑ Agreement not subject to Sections A-F (explain): RUMA - AEP Lancaster Area Transmission Line Rebuild Project

H. ☐ Compliance with Fairfield County Board of Commissioners Procurement Guidelines

1. ☐ No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
2. ☐ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on http://ffr.ohioauditor.gov/)
3. ☐ Obtained 3 quotes for purchases under $77,250.00 (as applicable)
4. ☐ Purchase Order is included with Agreement

Signed this 8th day of October, 20 25.

Michele White Program Contract Specialist

Name and Title

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

Search

All Words | e.g. 1606N020Q02

Filter By

—

Keyword Search

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

Simple Search | Search Editor

- ○ Any Words ⓘ
- ○ All Words ⓘ
- ○ Exact Phrase ⓘ

e.g. 1606N020Q02

"Marie's House of Hope, Inc." ×

Federal Organizations

Enter Code or Name ▾ …

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- ☐ Inactive

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Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Marie's House of Hope, Inc.

(Fairfield County Job and Family Services)

Approved as to form on 10/13/2025 11:49:26 AM by Steven Darnell,

Signature Page

Resolution No. 2025-10.21.m

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Marie's House of Hope, Inc.

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2025-10.21.n

A resolution regarding a Purchase of Service Agreement between Eastland-Fairfield Career & Technical Schools and Job & Family Services, Workforce Development Services Division

WHEREAS, Fairfield County Job & Family Services (FCJFS), Workforce Development Services Division, is requesting the Board of County Commissioners approval of a purchase agreement with Eastland-Fairfield Career & Technical Schools, 4300 Amalgamated Place, Groveport, Ohio 43215, and

WHEREAS, the purpose of the purchase agreement is to provide a full-time lead and a part-time instructor from their Adult Workforce Development Department to provide GED Preparation and Basic Skills/Academic Enrichment to Workforce Innovation and Opportunity Act (WIOA) eligible participants, and

WHEREAS, this agreement shall be effective July 1, 2025 through June 30, 2026, and

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

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

---

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

Section 1. That the Fairfield County Board of County Commissioners hereby approves the attached agreement with Eastland-Fairfield Career & Technical Schools and Fairfield County Job & Family Services.

Prepared by: Brandi Downhour
cc: JFS / Budget Manager

Purchase Order

Carri L. Brown, PhD, MBA, CGFM
Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Revisions: 002

Fiscal Year 2025

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

Purchase Order # **25001694 - 02**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

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

VENDOR
EASTLAND FAIRFIELD CAREER & TECH SCHOOLS
4300 AMALGAMATED PLACE
GROVEPORT, OH 43125-0419

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

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
		1778	

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
01/01/2025	7570			JOB & FAMILY SERVICES

NOTES

TUITION

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

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	**MODIFIED:** TUITION	1.0	EACH	$23,080.00	$23,080.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount $23,080.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Total Ext. Price	$23,080.00
Total Sales Tax	$0.00
Total Freight	$0.00
Total Discount	$0.00
Total Credit	$0.00
Purchase Order Total	**$23,080.00**

Date: 01/01/2025

Carri L. Brown

Auditor Fairfield County, OH

10/21/2025

Vendor Copy

Purchase of Service Contract
Fairfield County Job & Family Services
and
Eastland-Fairfield Career & Technical Schools

This contract is made and entered into this 1st day of July 2025, by and between Fairfield County Job and Family Services (FCJFS), Workforce Innovation and Opportunity Act (WIOA) Department and Eastland-Fairfield Career & Technical Schools (EFCTS), 4300 Amalgamated Place, Groveport, Ohio 43125.

1) **Roles and Responsibilities:** EFCTS will supply an instructor for 22 hours per week from their Adult Workforce Development Department to provide GED Preparation and Basic Skills/Academic Enrichment and administer and provide the Test of Adult Basic Education (TABE) to WIOA participants. The total number of staff hours for this program will be 22 (twenty-two) hours for 50 (fifty) weeks. EFCTS will incur the costs of 11 (eleven) hours per week for 50 (fifty) weeks and Fairfield County Job and Family Services will incur the costs for 11 (eleven) hours per week for 50 (fifty) weeks.

2) **Purchase of Service(s):** Subject to terms and conditions set forth in this contract, FCJFS agrees to purchase from, and provider agrees to furnish to FCJFS those specific services detailed in this contract with Eastland-Fairfield Career & Technical Schools.

3) **Purpose of Contract:** The purpose of this contract is to provide a part-time instructor from EFCTS Adult Workforce Development Department to be located at Fairfield County Job and Family Services, 239 W. Main St., Lancaster, Ohio 43130.

4) **Contract Period:** This contract shall be effective from July 1, 2025 through June 30, 2026.

5) **Cost of Services to be Provided:** This contract shall not exceed the cost of $17,500.00 (seventeen thousand five hundred dollars).

6) **Verification of Teaching Credentials:** EFCTS will provide credentials, including education, training, relevant experience, competence in the required role, licensure or certifications for any instructor that is assigned to this contract.

7) **State and FBI Criminal Background Check:** EFCTS will be responsible for completing State and FBI criminal background check, including sex offender registries for instructors and other individuals who may have contact with FCJFS clients. FCJFS will be provided a copy of the results for each instructor assigned to this contract. Background checks will be valid for twelve (12) months prior to the effective date of this contract.

8) **Invoicing:** The provider shall submit monthly an accurate and complete invoice to FCJFS for services provided during the previous month. Invoices shall be submitted within 10 days from the close of the previous month. FCJFS will review all invoices for accuracy before making payment within thirty (30) days after receipt of an accurate and complete invoice.

9) **Termination:** This contract may be amended at any time by written instrument, agreed to, and signed by all parties. Either party FCJFS, or the provider, Eastland-Fairfield Career & Technical School, upon thirty (30) days written notice given by either party to the other may terminate this contract.

10) **Violation or Breach of Contract Terms:** The provider shall not be relieved of liability to FCJFS for damages sustained by FCJFS by virtue of any breach of the contract by the provider. FCJFS reserves the right to legal, administrative, and contractual remedies for damages sustained by FCJFS by virtue of any breach of the contract by the provider. FCJFS may withhold any compensation from the provider until the amount of damages due FCJFS from the provider is agreed upon or otherwise terminated.

11) **Conflict of Interest:** Provider agrees that it will not permit funds to be paid or committed to be paid to any corporation, firm, association, or business in which any of the members of the governing body of the agency, executive personnel, or their immediate families have any direct or indirect financial interest, or in which any of these persons serve as an officer or employee: unless the services or goods involved are provided at a competitive cost and under terms favorable to the provider. The provider shall make written disclosure of any and all financial transactions of the provider in which a member of the board or his/her immediate family is involved. Provider agrees to the requirements of rule as applicable in the Ohio Administrative Code.

12) **Confidentiality:** The provider agrees to comply with all federal and state laws applicable to FCJFS and/or customers of FCJFS concerning confidentiality of FCJFS customers. Provider agrees that the use or disclosure of information concerning FCJFS customers for any purpose is prohibited. A copy of the current FCJFS confidentiality policy will be provided to EFCTS.

13) **Evaluation and Monitoring:** FCJFS, with cooperation of the provider will complete periodic monitoring and review activities as deemed necessary by FCJFS to ensure compliance with the terms of the contract. The continuation of the contract shall be contingent upon the achievement of the objectives contained in the contract.

14) **Retention of Records:** Eastland-Fairfield Career & Technical Schools shall retain and make available for audit by Fairfield County Job and Family Services, the State of Ohio (including, but not limited to, Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General, or duly appointed law enforcement officials), and agencies of the United States government all records relating to the service provided under this agreement and supporting documentation for invoices submitted to Fairfield County Job and Family Services by

Eastland-Fairfield Career & Technical Schools for so long as any of the above entities have the right to audit the books and records of FCJFS which, in all events should be no less than a minimum of three (3) years after payment under this agreement. If an audit begins during this period, Eastland-Fairfield Career & Technical Schools shall retain such records until the conclusion of the audit and resolution of all related issues.

15) **Equal Employment Opportunity:** The provider shall comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375 and supplemented by Department of Labor Regulations.

16) **Child Support Enforcement:** Provider agrees to cooperate with the FCJFS and any Child Support Enforcement Agency (CSEA) in ensuring employees of the provider and/or subcontractor(s) met child support obligations established under state law. Further, by executing this contract, provider certifies present and future compliance with any court order for the withholding of support, which is issued pursuant to all sections of 3121 of the Ohio Revised Code.

17) **Pro-Children Act of 1994:** If any Deliverables call for services to minors, contractor agrees to comply with the Pro-Children Act of 1994, Public Law 103-277, Part C – Environment Tobacco Smoke that requires smoking be banned in any portion of any indoor facility owned, leased, or contracted by an entity will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18;

18) **Drug-Free Workplace:** Any contractor, its officers, employees, members, any subcontractors and/or any independent contractors (including field staff) associated with a 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. All contractors will make a good faith effort to ensure that none of the contractor'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.

19) **Work Programs:** Any contractor 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.

20) **Civil Rights:** The provider agrees that there shall be no discrimination against any customer or any employee because of race, color, sex, religion, disability, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that the vendor will comply with all appropriate federal and state laws regarding such discrimination.

21) **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) 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.
d) 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.
e) 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.
f) Energy Policy and Conservation Act: requiring compliance with the Energy Policy and Conservation Act (PL94-165).
g) Byrd Anti-Lobbying Amendment – Compliance that no federal funds paid to any contractor by ODJFS through a contract or any other agreement have been or will be used to lobby Congress or any other federal agency in connection with a particular contract, grant, cooperative agreement or loan, and further affirms compliance with all federal lobbying restrictions, including 31 USC 1352. Any contract that exceeds One Hundred Thousand and 11/100 Dollars ($100,000.00), any contractor will affirm that it has executed and files a 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. Contractors will certify compliance with the Ohio executive agency lobbying restrictions contained on ORC 121.60 to 121.69.
h) Rights to Inventions – If applicable, if any products or services in any contract meet the definition of "funding agreement" under 37 CFR 401.2(a), and any contractor enters into a subcontract or subgrant with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, the contractor 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.

22) Indemnity: The provider will indemnify and hold harmless Fairfield County Job and Family Services against any loss, penalties, damage, settlements, costs, professional fees, and/or related expense incurred through the provision of services under this contract.

23) State Auditor's Finding for Recovery: ORC Section 9.24 prohibits FCJFS from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if the finding for recovery is "unresolved" at the time of award. By signing this contract, the vendor warrants that it not now, and will not become subject to an "unresolved" finding for recovery under O.R.C. 9.24 prior to the award of this contract without notifying FCJFS of such finding. FCJFS will review the Auditor of State website prior to completion of awarding this contract.

FCJFS will not award a contract to any vendor whose name, or the name of any subcontractors proposed by the vendor, appears on the website of the Auditor of State of Ohio as having an "unresolved" finding for recovery.

SIGNATURE PAGE

Corey B. Clark, Director — Date
Fairfield County Job and Family Services

Jodi Smith, Operations Manager — Date
Fairfield County Job and Family Services

Dawn Lemley 7-1-2025 BOE 6-11-2025

Dawn Lemley, Treasurer — Date
Eastland-Fairfield Career & Technical Schools

Assistant Prosecuting Attorney — Date
APPROVED AS TO FORM

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.*

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

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

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

D.R. Lemley, TREASURER
Company Representative Signature and Title

DAWN R LEMLEY, EASTLAND-FAIRFIELD CAREER + TECHNICAL SCHOOLS
Company Representative Name and Company

9-10-2025
Date

ROUTING FORM FOR CONTRACTS

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

A. ☐ Goods and/or Services in excess of $77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92

B. ☐ Goods and/or Services in excess of $77,250.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862

C. ☐ Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12

D. ☐ Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72

E. ☐ County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61

F. ☐ The subject matter was exempt from competitive selection for the following reason(s):

1. ☐ Under $77,250.00
2. ☐ State Term #:____________ (copy of State Term Contract must be attached)
3. ☐ ODOT Term #:____________ (See R.C. 5513.01)
4. ☐ Professional Services (See the list of exempted occupations/services under R.C. 307.86)
5. ☐ Emergency (Follow procedure under ORC 307.86(A))
6. ☐ Sole Source (attach documentation as to why contract is sole source)
7. ☐ Other:____ (cite to authority or explain why matter is exempt from competitive bidding)

G. ☑ Agreement not subject to Sections A-F (explain): RUMA - AEP Lancaster Area Transmission Line Rebuild Project

H. ☐ Compliance with Fairfield County Board of Commissioners Procurement Guidelines

1. ☐ No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office

2. ☐ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on http://ffr.ohioauditor.gov/)

3. ☐ Obtained 3 quotes for purchases under $77,250.00 (as applicable)

4. ☐ Purchase Order is included with Agreement

5. ☑ Executed Ohio Law Acknowledgment Form (ORC 307.901)

Signed this 8th day of October, 20 25.

Brandi Downhour, Budget Manager

Name and Title

*** Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure 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 Purchase of Service Agreement between Eastland-Fairfield Career & Technical Schools and Job & Family Services, Workforce Development Services Division

(Fairfield County Job and Family Services)

Approved as to form on 10/16/2025 10:39:04 AM by Amy Brown-Thompson,

Amy Brown Thompson

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

Signature Page

Resolution No. 2025-10.21.n

A resolution regarding a Purchase of Service Agreement between Eastland-Fairfield Career & Technical Schools and Job & Family Services, Workforce Development Services Division

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2025-10.21.o

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category –23100101, General Fund

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

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

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

Section 1. That the Fairfield County Board of Commissioners approves the transfer of appropriations into a major expenditure object category in the amount of $5,000 as follows:

From:	23100101	personal services
To:	23100101	capital outlay

Prepared by: Mendi Rarey
cc: Sheriff

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

Total Transfer of Appropriations $5,000
From: 23100101, 511040, salary, deputies, detectives; $5,000
To: 23100101, 574000, equipment, software & fixtures; $5,000

Signature Page

Resolution No. 2025-10.21.o

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category –23100101, General Fund

(Fairfield County Sheriff)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2025-10.21.p

A resolution to appropriate from unappropriated funds in a major expenditure object category, fund to fund transfer to the General Fund, and Closing out Fund# 2709 Ed Byrne for the Sheriff's Office.

WHEREAS, the Auditor's Office recommended that Fund# 2709, Ed Byrne be closed out due to no activity; and

WHEREAS, cash and unappropriated monies of $4,536.74 still exist in Fund# 2709 Ed Byrne for the Sheriff's Office; and

WHEREAS, an appropriation of unappropriated funds is needed to transfer the cash to the general fund to close out the fund; and

WHEREAS, to appropriate from unappropriated will allow proper accounting in the major expenditure object category and a fund to fund transfer will transfer the remaining cash to the general fund.

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

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

$4,536.74	23270900	transfers
$4,341.00	23270920	transfers

Section 2. Request the Auditor process the following fund to fund transfer:

$8,877.74

from:	23270900	700000 transfers 4,536.74
from:	23270920	700000 transfers 4,341.00
to:	00100110	4391000 intergovernmental transfers 8,877.74

Section 3. Request that the Auditor close Fund# 2709.

2025-10.21.p

A resolution to appropriate from unappropriated funds in a major expenditure object category, fund to fund transfer to the General Fund, and Closing out Fund# 2709 Ed Byrne for the Sheriff's Office.

Rarey, Mendi Kay

From: Clark, Mesina L
Sent: Monday, September 29, 2025 15:48
To: Rarey, Mendi Kay
Subject: RE: FUND 2709

You can just attach our email for your supporting documentation – it shows that we have done the research and looked into the activity of the fund and why it is being closed.

Thank you!

FAIRFIELD COUNTY · OHIO AUDITOR

2024 THE OFFICIAL COMMUNITY'S CHOICE AWARDS Top Place to Work FAIRFIELD COUNTY AUDITOR

USA TODAY TOP WORK PLACES 2024 USA

Mesina Clark
Deputy Auditor • Financial Management/Settlements
Financial Systems Manager • Auditor's Office

(740) 652-7046
https://www.co.fairfield.oh.us/auditor/
mesina.clark@fairfieldcountyohio.gov
210 E. Main St., 2nd Floor, Lancaster, Ohio 43130

From: Rarey, Mendi Kay <mendi.rarey@fairfieldcountyohio.gov>
Sent: Monday, September 29, 2025 2:11 PM
To: Clark, Mesina L <mesina.clark@fairfieldcountyohio.gov>
Subject: RE: FUND 2709

Hi Masina,

I have the resolution completed, but it has a place for me to attach documentation. Sorry if this sounds silly, but what is my documentation?

Mendi Rarey
Accounts Payable-Receivable/Prisoner Money
Fairfield County Sheriff's Office
345 Lincoln Avenue
Lancaster, Ohio 43130
Phone: 740-652-7326
Fax: 740-687-6848

From: Clark, Mesina L <mesina.clark@fairfieldcountyohio.gov>
Sent: Monday, September 29, 2025 10:54

To: Dowdy, Elisa Michele <elisa.dowdy@fairfieldcountyohio.gov>
Cc: Hoskinson, Beverly A <beverly.hoskinson@fairfieldcountyohio.gov>; Rarey, Mendi Kay <mendi.rarey@fairfieldcountyohio.gov>; Lape, Alex W <alex.lape@fairfieldcountyohio.gov>
Subject: RE: FUND 2709

Mendi,

For those accounts that we have discussed, please submit the appropriate resolution in CRMS to close funds. I have attached two different templates to do this.

Thanks,

FAIRFIELD
COUNTY · OHIO
AUDITOR

2024 THE OFFICIAL COMMUNITY'S CHOICE AWARDS Top Place to Work FAIRFIELD COUNTY AUDITOR

USA TODAY TOP WORK PLACES 2024 USA

Mesina Clark
Deputy Auditor • Financial Management/Settlements
Financial Systems Manager • Auditor's Office

(740) 652-7046
https://www.co.fairfield.oh.us/auditor/
mesina.clark@fairfieldcountyohio.gov
210 E. Main St., 2nd Floor, Lancaster, Ohio 43130

From: Dowdy, Elisa Michele <elisa.dowdy@fairfieldcountyohio.gov>
Sent: Tuesday, September 23, 2025 12:18 PM
To: Clark, Mesina L <mesina.clark@fairfieldcountyohio.gov>
Cc: Hoskinson, Beverly A <beverly.hoskinson@fairfieldcountyohio.gov>; Rarey, Mendi Kay <mendi.rarey@fairfieldcountyohio.gov>; Lape, Alex W <alex.lape@fairfieldcountyohio.gov>
Subject: RE: FUND 2709

Yes. Please close this account. Also 2812. I think we forgot about fund 2875 so I'll have to remind the Sheriff. As for fund 2705, I can't remember what we used that fund for. It's called Community Education so I can check with the Sheriff to see if we can use the balance for items for CRU.

Elisa Garlinger Dowdy
Civil/Fiscal Supervisor
Fairfield County Sheriff's Office
345 Lincoln Avenue
Lancaster, Ohio 43130
740-652-7328

From: Clark, Mesina L <mesina.clark@fairfieldcountyohio.gov>
Sent: Monday, September 22, 2025 13:56
To: Dowdy, Elisa Michele <elisa.dowdy@fairfieldcountyohio.gov>

Cc: Hoskinson, Beverly A <beverly.hoskinson@fairfieldcountyohio.gov>
Subject: FUND 2709

Hi Elisa,

Also this FUND 2709 – EDW BYRNE MEMORIAL – it has a $0 cash balance and no activity for several years. We plan to close this account, unless you say otherwise.

Please let us know.

Thank you,

FAIRFIELD
COUNTY · OHIO
AUDITOR

2024 THE OFFICIAL COMMUNITY'S CHOICE AWARDS Top Place to Work FAIRFIELD COUNTY AUDITOR

USA TODAY TOP WORK PLACES 2024 USA

Mesina Clark
Deputy Auditor • Financial Management/Settlements
Financial Systems Manager • Auditor's Office

(740) 652-7046
https://www.co.fairfield.oh.us/auditor/
mesina.clark@fairfieldcountyohio.gov
210 E. Main St., 2nd Floor, Lancaster, Ohio 43130

A resolution to appropriate from unappropriated funds in a major expenditure object category, fund to fund transfer to the General Fund, and Closing out Fund# 2709 Ed Byrne for the Sheriff's Office.

For Auditor's Office Use Only:

Section 1. *$ 4,536.74* 23270900 *700000 transfers*
$ 4,341.00 23270920 700000 transfers

Section 2. Request the Auditor to process the following fund to fund transfer:
$8,877.74

from: 23270900 700000 transfers 4,536.74
from: 23270920 700000 transfer 4,341.00

to: 00100110 4391000 intergovernmental transfers 8,877.74

Section 3. Close out fund# 2709.

Signature Page

Resolution No. 2025-10.21.p

A resolution to appropriate from unappropriated funds in a major expenditure object category, fund to fund transfer to the General Fund, and Closing out Fund# 2709 Ed Byrne for the Sheriff's Office.

(Fairfield County Sheriff)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2025-10.21.q

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

WHEREAS, additional appropriations are needed in the major expenditure object category for 2442, Commissary; and

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

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

Section 1. That the Fairfield County Board of Commissioners approves appropriating from unappropriated into the following major expenditure object category:

$50,000.00; 23244200, Materials & Supplies

Prepared by: Mendi Rarey
cc: Sheriff

Appropriate from Unappropriated
For Auditor's Office Use Only:

$50,000.00

23244200; 560000; Materials & Supplies

Signature Page

Resolution No. 2025-10.21.q

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

(Fairfield County Sheriff)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2025-10.21.r

A resolution to appropriate from unappropriated funds in a major expenditure object category, fund to fund transfer to the General Fund, and Closing out Fund# 2812 for the Sheriff's Office.

WHEREAS, the Auditor's Office recommended that Fund# 2812 be closed out due to no activity; and

WHEREAS, cash and unappropriated monies of $371.78 (1.800.00-1,428.22) still exist in Fund# 2812 for the Sheriff's Office; and

WHEREAS, an appropriation of unappropriated funds is needed to transfer the cash to the general fund to close out the fund; and

WHEREAS, to appropriate from unappropriated will allow proper accounting in the major expenditure object category and a fund to fund transfer will transfer the remaining cash to the general fund.

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

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

$371.78 23814212 transfers

Section 2. Request the Auditor process the following fund to fund transfer:

$371.78

from:	23814212	700000 transfers
to:	00100110	4391000 intergovernmental transfers

Section 3. Request that the Auditor close Fund# 2812.

From:	Knisley, Staci A
Sent:	Wednesday, October 15, 2025 13:15
To:	Rarey, Mendi Kay
Subject:	RE: fund 2812 with a sub fund 8142.

The total of that fund and subfund is $371.78. ($1,800-1,428.22)
Do the same thing, appropriate to 23814212 700000. Before that, put in a ticket to finance to link object code 700000 to 23814212. This should work. If they reject it in CRMS, let me know.

Staci A. Knisley
Budget Officer/Airport Clerk
210 E. Main St.
Lancaster, OH
43130
740-652-7093 (t)
740-687-6048 (f)
www.fairfieldcountyohio.gov
FAIRFIELD COUNTY · OHIO
TOP WORK PLACES 2025
COLUMBUS CEO

From: Rarey, Mendi Kay <mendi.rarey@fairfieldcountyohio.gov>
Sent: Wednesday, October 15, 2025 12:36 PM
To: Knisley, Staci A <staci.knisley@fairfieldcountyohio.gov>
Subject: fund 2812 with a sub fund 8142.

Got it.

I still have the other account I need to figure out, same thing, but there is a negative balance.

Fund 2812 with a sub fund 8142.

Can you help me with this, too? You're the only one I know who can help me.

I'm just not sure how to word it.

Mendi Rarey
Accounts Payable-Receivable/Prisoner Money
Fairfield County Sheriff's Office
345 Lincoln Avenue
Lancaster, Ohio 43130
Phone: 740-652-7326
Fax: 740-687-6848

From: Knisley, Staci A <staci.knisley@fairfieldcountyohio.gov>
Sent: Wednesday, October 15, 2025 10:34
To: Rarey, Mendi Kay <mendi.rarey@fairfieldcountyohio.gov>
Subject: RE: fund 2709

Just change your supporting document to match section 3. Instead of Section 2, make it 3 to match. Looks good!

Staci A. Knisley
Budget Officer/Airport Clerk

210 E. Main St.
Lancaster, OH
43130

740-652-7093 (t)
740-687-6048 (f)

www.fairfieldcountyohio.gov

TOP WORK PLACES 2025
COLUMBUS CEO

From: Rarey, Mendi Kay <mendi.rarey@fairfieldcountyohio.gov>
Sent: Wednesday, October 15, 2025 9:57 AM
To: Knisley, Staci A <staci.knisley@fairfieldcountyohio.gov>
Subject: fund 2709

Staci,
What is your opinion on this?

Mendi Rarey
Accounts Payable-Receivable/Prisoner Money
Fairfield County Sheriff's Office
345 Lincoln Avenue
Lancaster, Ohio 43130
Phone: 740-652-7326
Fax: 740-687-6848

For Auditor’s Office Use Only:

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

$371.78 23814212 transfers

Section 2. Request the Auditor process the following fund to fund transfer:

$371.78

from: 23814212 700000 transfers
to: 00100110 4391000 intergovernmental transfers

Section 3. Request that the Auditor close Fund# 2812.

Signature Page

Resolution No. 2025-10.21.r

A resolution to appropriate from unappropriated funds in a major expenditure object category, fund to fund transfer to the General Fund, and Closing out Fund# 2812 for the Sheriff's Office.

(Fairfield County Sheriff)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2025-10.21.s

A resolution approving the disposal of a disabled vehicle.

WHEREAS, Ohio Revised Code 307.12 allows the county to dispose of unneeded, obsolete or unfit property; and

WHEREAS, the Fairfield County Sheriff's Office has a disabled vehicle that has a total value under $200.00 and is no longer useful for their operation; and

WHEREAS, the Fairfield County Sheriff's Office desires to salvage this vehicle to A&L Towing and Recovery LLC, and

2017 Ford Explorer Black 1FM5K8AR6HGC90948

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

Section 1. That the Fairfield County Board of Commissioners hereby approves the disposal of the Vehicle and will sign over the title to A&L Towing and Recovery LLC, 421 Quarry Road SE, Lancaster, OH 43130

Section 2. That the Administrative Assistant of the Board of Commissioners will complete proper paper work regarding the Title and the inventory.

Prepared by: Elisa Dowdy
cc: Christina Foster / Commissioners
Auditor's Office

Signature Page

Resolution No. 2025-10.21.s

A resolution approving the disposal of a disabled vehicle

(Fairfield County Sheriff)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution approving the disposal of 5 disabled vehicles.

WHEREAS, Ohio Revised Code 307.12 allows the county to dispose of unneeded, obsolete or unfit property; and

WHEREAS, the Fairfield County Sheriff's Office has 5 disabled vehicles that have a total value under $1250.00; and

WHEREAS, these vehicles are no longer useful for their operation, and

WHEREAS, the Fairfield County Sheriff's Office desires to salvage these vehicles to A&L Towing and Recovery LLC for $250.00 each, and

2014 Dodge Charger	Black	2C3CDXAG2EH279531
2015 Dodge Charger	Black	2C3CDXAG1FH836754
2016 Dodge Charger	Black	2C3CDXAG5GH251841
2018 Ford Explorer	Black	1FM5K8AR3JGB59420
2020 Ford Explorer	Black	1FM5K8AB4LGA19298

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

Section 1. That the Fairfield County Board of Commissioners hereby approves the disposal of the 5 vehicles for $1250 and will sign over the title to A&L Towing and Recovery LLC, 421 Quarry Road SE, Lancaster, OH 43130

Section 2. That the Administrative Assistant of the Board of Commissioners will complete proper paper work regarding the Title and the inventory.

Prepared by: Elisa Dowdy
CC: Christina Foster / Commissioners
Auditor's Office

Signature Page

Resolution No. 2025-10.21.t

A resolution approving the disposal of 5 disabled vehicles

(Fairfield County Sheriff)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2025-10.21.u

A resolution for approval and a signature needed by Fairfield County Commissioner Jeff Fix, on the CFLP Solid Waste District Recycling Services Contract fourth quarter 2025 budget revision request. [Contractor: Lancaster-Fairfield Community Action Recycling]

WHEREAS, the Board of County Commissioners and the Lancaster-Fairfield Community Action Agency have a contract for the 2025 recycling services through a grant with the CFLP Solid Waste District.

WHEREAS, the Fairfield County Commissioners are required to approve all recycling contract budget revisions and Commissioner Jeff Fix is required to sign the CFLP budget revision request form for submission to the CFLP Solid Waste District for approval.

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

Section 1. That the Board of County Commissioners approve the proposed budget revision for the 2025 Recycling Services Contract.

Section 2. That Commissioner Jeff Fix signs the budget revision form for submittal to the CFLP Solid Waste District Coordinator for approval.

Prepared by: Jennifer R. Kolometz
cc: Recycling / Lancaster-Fairfield Community Action

PROGRAM/BUDGET REVISION REQUEST FORM

Contractor: Fairfield County Recycling Request Date: 10/15/2025

Signature of Authorized Official:

Commissioner

SECTION A: PROGRAM REVISION (provide a **detailed** explanation of why the move of funds is necessary and how it will impact program)

As we are working through the fourth quarter and review our current trends, we have identified a need to reprogram additional fund to better allocate our spending. Based on this review, we recommend the following line-item adjustments and reprogramming to ensure the efficient use of grant funds. These adjustments remain consistent with our mission to provide Fairfield County residents with safe and efficient MRF operations, along with high-quality collection, processing, and recycling education services. 1. We will not utilize all of the funds for fringes, resulting in a $45,000.00 reduction due to some employees opting out of insurance coverage or not insuring dependents. 2. Salaries tend to be higher in the fourth quarter due to an increased recycling activities during the holiday season and additional overtime needed to maintain schedules during shorter work weeks adding in $20,000.00 to salaries. 3. Equipment maintenance is currently on schedule; however, to prepare for potential unforeseen issues during the busy, cold winter months, we will transfer an additional $4,500.00 to equipment maintenance. 4. Additional funds need moved to Advertising to ensure sufficient coverage for promoting our electronic collection and shred event in November in the amount of $500.00. 5. Lastly, we will reprogram an additional $20,000.00 to vehicle maintenance to cover ongoing repair costs and rising insurance expenses. These adjustments will ensure we maintain adequate funding through the end of the year. Total program adjustment at $45,000.00

SECTION B: BUDGET REVISION	
BUDGET LINE ITEM	CHANGES REQUESTED (+ OR -)
Fringes	(45,000)
Salaries	20,000
Equipment (maintenance)	4,500
Advertising/Print	500
Vehicle Maintenance	20,000
	0

DISTRICT OFFICE USE ONLY:

Approved By: Date:

(District Director)

Signature Page

Resolution No. 2025-10.21.u

A resolution to approve additional CFLP Solid Waste District Recycling Services Contract fourth Quarter 2025 Budge Revisions.

(Lancaster-Fairfield Community Action Agency)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2025-10.21.v

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

WHEREAS, departments that need the Board of Commissioners' approval for payment of their invoices have submitted their invoices to the County Auditor; and

WHEREAS, the County Auditor has submitted the cash disbursement journal for payment of invoices for the check date October 23, 2025.

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

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

Prepared by: Auditor/Finance
cc: Finance Office

FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT

Department

Check #	Check Date	Vend #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1200 - COMMISSIONERS ADMIN									
	FUND: 3896 - HANGAR 2023 CAPITAL PROJ FND								
5438906	10/23/2025	14329	SETTERLIN BUILDING COMPANY	11	9/1/2025	24005004	C1021	2024 Hangar Project 9/2025	616,028.70
								TOTAL: COMMISSIONERS ADMIN	**616,028.70**

FAIRFILED COUNTY OHIO - INVOICES BY DEPARTMENT

Department

Check #	Check Date	Vend #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1201 - COMM-ECONOMIC DEV									
	FUND: 3897 - WORKFORCE STATE CAPITAL PROJ								
5438904	10/23/2025	5260	OHIO UNIVERSITY	51548	9/25/2025	24008009	C1021	WORKFORCE CENTER EXPENSES	308,936.72
								TOTAL: COMM-ECONOMIC DEV	**308,936.72**

FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT

Department

Check #	Check Date	Vend #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1215 - HUMAN RESOURCES									
	FUND: 1001 - GENERAL FUND								
1593151	10/23/2025	82133	JEFF PORTER	10/04/25	10/4/2025	535	C1021	CDL QUERY PLANS NEW HIRES	62.50
1593151	10/23/2025	82133	JEFF PORTER	10/9/25	10/9/2025	535	C1021	DEPOSIT FOOD TRUCK BENEFIT FAIR	100.00
								TOTAL: HUMAN RESOURCES	**162.50**

FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT

Department

Check #	Check Date	Vend #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1246 - PUBLIC TRANSIT									
	FUND: 2908 - PUBLIC TRANSIT								
5438905	10/23/2025	6640	FF CTR FOR DISABILITIES & CEREBRAL PALSY	LFPT2025-08 CFI	8/31/2025	25005498	C1021	PURCHASED TRANSPORTATION Aug 2025	79,240.25
5438905	10/23/2025	6640	FF CTR FOR DISABILITIES & CEREBRAL PALSY	LFPT2025-07 CFI	7/31/2025	25005498	C1021	PURCHASED TRANSPORTATION July 2025	83,830.50
								TOTAL: PUBLIC TRANSIT	**163,070.75**

Department

Check #	Check Date	Vend #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1600 - ENGINEER-ADMIN									
	FUND: 2362 - ROAD & BRIDGES (ENGINEER LEVY)								
5438907	10/23/2025	16102	PAVEMENT MAINTENANCE SYSTEMS, LLC	255049.1	9/24/2025	25005087	C1021	2025 MICROSURFACING	268,354.52
								TOTAL: ENGINEER-ADMIN	**268,354.52**
								Summary Total for this report:	**1,356,553.19**

FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT - SUMMARY

Department	Total Amount
1200 - COMMISSIONERS ADMIN	$616,028.70
1201 - COMM-ECONOMIC DEV	$308,936.72
1215 - HUMAN RESOURCES	$162.50
1246 - PUBLIC TRANSIT	$163,070.75
1600 - ENGINEER-ADMIN	$268,354.52
Summary Total For This Report:	**$1,356,553.19**

Commissioner Steven A. Davis

Commissioner Jeffery M Fix

Commissioner David L Levacy

Date

Signature Page

Resolution No. 2025-10.21.v

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

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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