

Regular Meeting #26 - 2024
Fairfield County Commissioners' Office
June 18, 2024

Review Meeting

The Commissioners met at 9:00 a.m. at 210 E. Main St., Lancaster, OH. Commissioner Levacy called the meeting to order, and the following Commissioners were present: Jeff Fix, Steve Davis and Dave Levacy. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Communications and Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Deputy Romine; Utilities Director, Tony Vogel; Facilities & EMA Director, Jon Kochis; JFS Budget Director, Josh Crawford; Director of Operations, Jason Grubb; IT Director, Dan Neeley; Treasurer, Jim Bahnsen; Deputy HR Director, Abby Watson; Assistant Prosecuting Attorneys, Austin Lines and Steven Darnell; JFS Director, Corey Clark; Recorder, Lisa McKenzie; Auditor, Dr. Carri Brown; Interim RPC Director, Holly Mattei; Deputy Utilities Director, Josh Anders; Deputy JFS Director, Heather O'Keefe; and FCFC Manager, Tiffany Wilson. Also in attendance: Lisa Thomas, Jeff Williamsen, Frank Martin, Barb Martin, Sherry Pymmer, Melissa Hoover-Connor, Mary Cullison, Ray Stemen, Betty Bennett, George Bennett, Seth Pymmer, Earl Cole, Patsy Cole, and Keith Ball.

Virtual attendees: Beth Cotrell, Bryan Everitt, Belinda Nebbergall, Lori Hawk, Shelby Hunt, Ashley Arter, Jeff Barron, Kate Hubben, Ashley Arter, Susan Justavick, Jessica Murphy, Staci Knisley, Nick, Jerry Starner, Tiffany Daniels, Deborah, Nikki Drake, Jeanie Wears, Stacy Hicks, Baylie Blevins, Jane Harf, Anthony Iachini, Randy Carter, Tony Vogel, Jim Dustin, Brian Wolfe, Michael Kaper, Andy Boystel, Britney Lee, and Lynette Barnhart.

Welcome

Commissioner Levacy opened the meeting by welcoming everyone in attendance.

The Commissioners thanked the Facilities and IT teams for getting the air conditioning fixed.

Recognition of Ted Schmelzer

The Commissioners recognized Ted Schmelzer from Utilities on his impending retirement.

Director Vogel recalled Ted's 27.5-year career with Utilities fondly.

Mr. Schmelzer thanked the county for allowing him to grow in his profession.

Listen and Learn, Freedom's Never Free

Jeannie Phillips-Ball provided an overview of the Freedom's Never Free event, which started 20 years ago and celebrates and honors veterans and first responders. The event is free to everyone, but they do accept donations. She spoke on the process for sponsoring a flag to honor a veteran or first responder. The event is held October 31st through November 1st. She urged the community to consider donating their time to assist with the event.

Commissioner Levacy asked why participation for the event has decreased.

Ms. Phillips-Ball believes not as many people are aware of the event.

Commissioner Levacy wished to be as helpful as possible in promoting the event.

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Ms. Phillips-Ball stated people can find out more about the event by visiting their website or Facebook page.

Commissioner Fix offered his appreciation to Ms. Phillips-Ball and all those who help to keep the memory of veterans and first responders alive.

Stop Loss Conversation

Deputy Administrator Porter provided an update on the Internal Stop Loss Pool.

Kate Hubben, Susan Justavick and Jim Dustin with NFP attended online to provide updates on the Stop Loss Pool.

Jim Dustin stated the pool was created in 2022 for the 2023 plan year. The county achieved savings of \$464,000 in 2023.

Deputy Administrator Porter explained what the purpose of the Stop Loss Pool is and how it offers cost savings to the county. Previously, the county went out on the market to purchase additional insurance, but this allows the county to be self-insured and have additional savings.

Commissioner Davis asked what calculation was used to derive the savings.

Deputy Administrator Porter stated that the savings was the difference in premium savings versus what the county previously paid.

Mr. Dustin explained that the county pays itself from the stop loss pool. This further insulates the county from higher stop loss premiums as they tend to go up each year. The county has the opportunity to add other public entities to the stop loss pool if it chooses to. In the future, premiums paid to Fairfield County will fund the stop loss pool. Growing the internal stop loss pool can achieve increased buying power as well as provide additional operating revenue streams.

Commissioner Davis asked if the break even means that the amount paid in premiums is redistributed as losses.

Mr. Dustin stated there is not always a cash out each year, meaning that the money can be held in trusts for future years. The money can be distributed back to the entities through premium holidays or reimbursements or maintained as reserves.

Deputy Administrator Porter stated one of the benefits is that it also offers greater price stability to other entities in the county if they join the plan.

Commissioner Davis asked if the monies that become available earn interest and can go back to the General Fund.

Mr. Dustin stated that would be correct if the county held reserves.

Mr. Dustin explained some of the considerations for the county in regard to future actions with the stop loss pool.

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Commissioner Davis asked if there had been any discussion with other entities already in joining the stop loss pool.

Ms. Hubben stated NFP has been active in managing this program for other entities. They wanted to start opening the stop loss pool before they began thinking about expanding the lines of coverage.

Commissioner Davis is encouraged to know that concept is in play to add other entities. He asked what the end result would look like.

Mr. Dustin stated it is up to the county to determine its own expansion level with these programs. They operate a number of these programs around the state. From his perspective the progression ends at full coverage but that is not a requirement.

Commissioner Davis asked if there are any entities who would benefit from joining the stop loss.

Mr. Dustin stated there are a number of consortiums throughout the state, both governments and schools, that are interested in joining the stop loss. They think in central Ohio, there are a couple of government consortiums that might break apart from their current programs and be interested in joining the stop loss pool.

Ms. Hubben stated the entities she has spoken to have expressed interest.

Deputy Administrator Porter stated that if approved, this would be effective in 2025, and would involve agreements with other entities. This would include expanding to other government entities in the state of Ohio and assessing the risk of adding them to the stop loss program.

Commissioner Davis was in favor of the concept and thanked the team for their recommendations.

Personnel Policy Manual Update

Deputy Administrator Porter provided an update on the personnel policy manual and stated the county makes updates yearly. This year includes significant updates when considering changes to state and federal law. He moved through the proposed changes and explained the reasoning for the changes.

Public Comment

Ray Stemen provided his concerns for the actions of the federal government.

Melissa Hoover-Connor stated the Citizens for Fair Fields organization continues to fight against industrial solar projects in Fairfield County. She thanked the commissioners for creating a solar exclusionary zone and urged them to specifically prohibit specific projects.

Commissioner Davis thanked the Citizens for Fair Fields for their presentation format.

Legal Update

None.

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County Administration Update

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

Week in Review

Avive AED's

The County recently had a presentation from the Heart Safe Committee regarding the new Avive AED's that are connected to 911. The County will be purchasing, with ARP funds, 16 units that will replace older non-connected units in County buildings. These still usable and functional units will be donated to other public entities in the County that are in need.

Commissioner Levacy emphasized the importance of having these units available in the community.

Highlights of Resolutions

Administrative Approvals

The review packet contains a list of administrative approvals.

Resolution Review

There are 16 resolutions on the agenda for the Regular voting meeting.

Resolutions of note:

- A Resolution Authorizing the Approval of a Lease Agreement with New Horizons Mental Health Services for The Fairfield Center
- A resolution establishing discounted water and sewer rate pilot program for customers

Director Vogel stated the ORC allows the county to do a discount for eligible parties.

Commissioner Davis believed it to be a good concept and was in favor.

Budget Review

- No update

Calendar Review/Invitations Received

Items Requiring Response

Informational Items

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- Invitation to the Eastern Cottontail Solar Second Public Information Meeting, Tuesday, July 2, 2024, at 5:00 p.m. at the Liberty Center

Correspondence Received

- Bottoms Up Diaper Bank June 2024 newsletter
- Press Release, Office of the County Auditor, June 12, 2024, "Auditor's Office Releases Weights and Measurers Fair Scales Certification Video"
- Columbus Dispatch article, "Intel in Ohio: Meet Holly Mattei, the woman preparing Licking County for the future", June 14, 2024, author Maria DeVito
- Memo, Dr. Carri Brown, County Auditor, June 13, 2024, subjects: Internal Controls; Business Incentives and Monitoring; Profile of Fairfield County
- Lancaster Eagle-Gazette article, "Fairfield County Commissioners honor Liberty Union state championship softball team", June 12, 2024, author Jeff Barron
- Fairfield DD June 2024 Imagine Newsletter
- The Fairfield County Auditor's "Wins of the Week"
- Correspondence Regarding Industrial Solar Projects
- List of county projects under the One Time Strategic Community Investments

Old Business

Commissioner Davis asked Deputy Administrator Porter how much the county paid into the stop loss program in 2023.

Deputy Administrator Porter believed it was approximately \$600,000.

New Business

Commissioner Levacy commented on the one-time strategic investment where Fairfield County received considerable funding for projects. He thanked the local state senators and representatives for their work in getting the funding.

Commissioner Davis stated the county is receiving a much higher amount of funding that it has never experienced before.

Treasurer Bahnsen stated his office has been receiving many of the tax bills. They have opened the drive thru service on Chestnut Street earlier than normal due to interest from the public.

Director of Operations, Jason Grubb, stated many roads around the county are closed due to construction.

Recorder McKenzie attended the Ohio Recorders Association Conference which is working to push a senate bill to have a preservation fee added into the fee schedule.

Auditor Brown congratulated Crystal Walker on being featured as an Ace of Trades in the Lancaster Eagle Gazette. The newspaper also featured the Auditor's call center. They are receiving a lot of questions about the Hunters Run Conservancy District which prompted this

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month's Map of the Month. The Auditor's Office will be participating in the Juneteenth celebration in downtown Lancaster.

Director Kochis stated the AC in the courthouse appears to be up and running. He attributed it to a power surge on Friday.

Commissioner Davis spoke on some funding at the state level which is available for jail improvements. He urged Director Kochis to see if the fencing project could fall under the criteria.

Director Clark spoke on the Elder Abuse Awareness breakfast and thanked all those for attending.

Regular (Voting) Meeting

The Commissioners started their Regular (Voting) portion of the meeting, and the following Commissioners were present: Jeff Fix, Steve Davis and Dave Levacy. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Communications and Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Deputy Romine; Utilities Director, Tony Vogel; Facilities & EMA Director, Jon Kochis; JFS Budget Director, Josh Crawford; Director of Operations, Jason Grubb; IT Director, Dan Neeley; Treasurer, Jim Bahnsen; Deputy HR Director, Abby Watson; Assistant Prosecuting Attorneys, Austin Lines and Steven Darnell; JFS Director, Corey Clark; Recorder, Lisa McKenzie; Auditor, Dr. Carri Brown; Interim RPC Director, Holly Mattei; Deputy Utilities Director, Josh Anders; Deputy JFS Director, Heather O'Keefe; and FCFC Manager, Tiffany Wilson. Also in attendance: Lisa Thomas, Jeff Williamsen, Frank Martin, Barb Martin, Sherry Pymer, Melissa Hoover-Connor, Mary Cullison, Ray Stemen, Betty Bennett, George Bennett, Seth Pymer, Earl Cole, Patsy Cole, and Keith Ball.

Virtual attendees: Beth Cotrell, Belinda Nebbergall, Shelby Hunt, Ashley Arter, Ashley Arter, Jessica Murphy, Jerry Starner, Deborah, Jeanie Wears, Stacy Hicks, Baylie Blevins, Jane Harf, Tony Vogel, Brian Wolfe, and Andy Boystel.

Pledge of Allegiance

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

Announcements

There were no announcements.

Approval of Minutes for June 11, 2024

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the Minutes for the Tuesday, June 11, 2024, meeting.

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

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Fairfield County Commissioners' Office
June 18, 2024**

Approval of a Resolution from the Fairfield County Emergency Management Agency

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

- 2024-06.18.a A resolution authorizing the approval of an advance from the general fund to EMA – Fund 2708 (Subfund 8331) G0003 State Homeland Security Grant Program Grant (SHSP)

Director Kochis stated that the resolution is for the grant award for vehicle barriers.

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from the Fairfield County Engineer

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

- 2024-06.18.b A Resolution to Approve the Contract Bid Award for the 2024 Microsurfacing Project
- 2024-06.18.c A Resolution to Approve the Contract Bid Award for the 2024 Pavement Markings Project
- 2024-06.18.d A Resolution to Submit Drainage Improvement Estimates.
- 2024-06.18.e A resolution to request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 2050 for annual inspections in various subdivisions as of 06/11/2024.
- 2024-06.18.f A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for construction in progress

Mr. Grubb stated that micro surfacing allows the Engineer's Office to prolong the life of a road.

Roll call vote of the motion resulted as follows:

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

Approval of a Resolution from Fairfield County Facilities

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

- 2024-06.18.g A Resolution Authorizing the Approval of a Lease Agreement with New Horizons Mental Health Services for The Fairfield Center

Roll call vote of the motion resulted as follows:

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

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

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

- 2024-06.18.h A resolution authorizing the approval of partial repayment of an advance to the General Fund from Fund# 7521 Family, Adult, and Children First Council

- 2024-06.18.i A resolution authorizing the approval of partial repayment of an advance to the General Fund from Fund# 7521 Family, Adult, and Children First Council

- 2024-06.18.j A resolution authorizing the approval of partial repayment of an advance to the General Fund from Fund# 7521 Family, Adult, and Children First Council

- 2024-06.18.k A resolution authorizing the approval of partial repayment of an advance to the General Fund from Fund# 7521 Family, Adult, and Children First Council

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from Fairfield County Job and Family Services

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

- 2024-06.18.l A resolution regarding a Grant Agreement between Dave Thomas Foundation for Adoption and Fairfield County Job & Family Services (FCJFS), the Protective Services Department (FCPS)

- 2024-06.18.m A resolution to approve an amendment to a previously approved grant agreement between Dave Thomas Foundation for Adoption and Fairfield County Job & Family Services (FCJFS), the Protective Services Department (FCPS)

- 2024-06.18.n A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services

Roll call vote of the motion resulted as follows:

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

**Regular Meeting #26 - 2024
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Approval of a Resolution from Fairfield County Utilities

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

2024-06.18.o A resolution establishing discounted water and sewer rate pilot program for customers

Roll call vote of the motion resulted as follows:

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

Approval of the Payment of Bills

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

2024-06.18.p A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval.

Roll call vote of the motion resulted as follows:

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

Adjournment

Commissioner Davis asked when the new discount utilities program will begin.

Director Vogel stated it begins July 1, 2024, and added that people could see it reflected in their June bill as they wouldn't receive the bill until July.

With no further business, on the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to adjourn at 10:40 a.m.

Roll call vote of the motion resulted as follows:

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

The next Regular Meeting is scheduled for 9:00 a.m. on Tuesday, June 25, 2024, in the Commissioners' Hearing Room, 210 E. Main St., Lancaster.



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, June 18, 2024
9:00 a.m.

1. Review

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

2. Welcome

3. Listen & Learn, Freedom's Never Free

Jeannie Phillips-Ball

4. Stop Loss Conversation

5. Personnel Policy Manual

6. 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.*

7. Legal Update

8. County Administration Update

- a. Week in Review
- b. Highlights of Resolutions
- c. Budget Review
- d. Recognitions/Thank-Yous
- e. Calendar Review/ Invitations Received
 - i. Invitation to the Eastern Cottontail Solar Second Public Information Meeting, Tuesday, July 2, 2024, at 5:00 p.m. at the Liberty Center
- f. Correspondence
 - i. Bottoms Up Diaper Bank June 2024 newsletter
 - ii. Press Release, Office of the County Auditor, June 12, 2024, "Auditor's Office Releases Weights and Measurers Fair Scales Certification Video"
 - iii. Columbus Dispatch article, "Intel in Ohio: Meet Holly Mattei, the woman preparing Licking County for the future", June 14, 2024, author Maria DeVito
 - iv. Memo, Dr. Carri Brown, County Auditor, June 13, 2024, subjects: Internal Controls; Business Incentives and Monitoring; Profile of Fairfield County

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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

- v. Lancaster Eagle-Gazette article, “Fairfield County commissioners honor Liberty Union state championship softball team”, June 12, 2024, author Jeff Barron
- vi. Fairfield DD June 2024 Imagine Newsletter
- vii. The Fairfield County Auditor’s “Wins of the Week”
- viii. Correspondence Regarding Industrial Solar Projects
- ix. List of county projects under the One Time Strategic Community Investments

9. Old Business

10. New Business

- a. Updates from Elected Officials in Attendance

11. Regular (Voting) Meeting

12. Adjourn

SERVE • CONNECT • PROTECT

ADMINISTRATIVE AUTHORITY ITEMS
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
JUNE 10, 2024 TO June 16, 2024

Fairfield County Commissioners

- AA.06.11-2024.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.06.13-2024.a An Administrative Approval for the payment of invoices for departments that need Board of Commissioners' approval and have bills presented that are not more than \$75,000 per invoice. [Commissioners]

Fairfield County Economic & Workforce Development

- AA.06.11-2024.d An Administrative Approval for an Economic Development Revolving Loan Fund Administration Agreement [Economic & Workforce Development]
- AA.06.14-2024.a An Administrative Approval of a Software Use Agreement between Area 20 Workforce Development Board and Transfr Inc. [Economic & Workforce Development]

Fairfield County Engineer

- AA.06.11-2024.b An Administrative Approval is Requested to Approve an Agreement between Fairfield County and Terracon Consultants, Inc. [Engineer]

Fairfield County Facilities

- AA.06.11-2024.c An Administrative Approval for an Agreement for installation of flooring services in bathrooms at the Fairfield County Courthouse with Veritas Tile Works. [Facilities]
- AA.06.13-2024.d An Administrative Approval Authorizing a Contract between Crawford, Murphy, & Tilly, Inc. and the Fairfield County Commissioners for Airport Hangar Construction Management Services [Facilities]

Fairfield County Family and Children First Council

- AA.06.10-2024.a An administrative approval to approve amended Healthy Aging Grant Subgrant Agreements [Family and Children First Council]
- AA.06.13-2024.b Administrative approval regarding a memorandum of understanding between the Fairfield County Family and Children First Council, Fairfield County ADAMH, and Ohio Guidestone [Family and Children First Council]

Fairfield County Information Technology

- AA.06.13-2024.c An Administrative Approval with Schneider Downs for IT security consulting services [Information Technology]

Quarters Total 2021, Total 2022, Total 2023, & Quarter 1,2 2024 – American Rescue Plan Fiscal Recovery Funds, as of 6.12.2024.

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$29,344,024.32 has been appropriated, \$21,334,819.29 expended, \$6,841,102.37 encumbered or obligated.

12Project/Category		As of 6/12/24 Appropriations	As of 6/12/24 Expenditure	As of 6/12/24 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	3,488,618.85	3,404,630.19	83,988.66
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	1,600,361.39	1,445,934.65	0.00
R19b	Public Health Payroll Support	185,406.39	185,406.39	0.00
R19c	Other Public Sector Payroll Support	290,060.11	241,221.72	0.00
R110a	Mental and Behavioral Health	0.00	0.00	0.00
Subtotal Public Health		6,481,742.09	6,194,488.30	83,988.66
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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R210e	ADAMH/LSS Housing Projects	3,000,000.00	748,622.88	2,251,377.12
R210f	Harcum House	100,000.00	100,000.00	0.00
R210g	Fairhope Hospice	0.00	0.00	0.00
R211a	Subgrant for Tourism, Support for the Fairfield County Fair	499,996.00	499,996.00	0.00
R211b	Aid to Tourism, Travel, Hospitality	18,278.01	18,278.01	0.00
R29a	Emergency Assistance Business Planning	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	400,000.00	311,854.84	87,500.00
R213c	Contracts for Services to Support Residents Suffering Effects of the Pandemic	96,700.00	96,700.00	0.00
Subtotal Negative Economic Impacts		5,526,803.88	3,187,281.60	2,338,877.12
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
Infrastructure				
R52a	Clean Water: Centralized Collection and Conveyance, Airport	598,480.00	444,480.86	105,729.68
R52b	Clean Water: Centralized Collection and Conveyance, Walnut Creek Sewer District	750,000.00	0.00	750,000.00

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Project/Category		As of 6/12/24 Appropriations	As of 6/12/24 Expenditure	As of 6/12/24 Obligation
R52c	Clean Water: Centralized Collection and Conveyance, Regional Lift Station	2,761,835.85	449,751.20	2,312,084.65
R56a	Clean Water, Stormwater	539,895.00	539,895.00	0.00
R511a	Drinking Water: Transmission/Distribution, Grant Hampton	894,729.11	800,318.61	0.00
R511b	Drinking Water: Transmission/Distribution, Airport	102,000.00	100,805.00	0.00
R511c	Drinking Water: Transmission/Distribution, Greenfield	1,900,000.00	0.00	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	456,309.05	377,690.95
R516a	Broadband, "Last Mile" Projects	0.00	0.00	0.00
Subtotal Infrastructure		7,093,939.99	3,404,559.72	3,545,505.28
Revenue Loss				
R61a	SaaS and Technological Equipment	370,646.50	369,959.32	687.18
R61b	Recorder Document Scanning	337,984.72	337,984.72	0.00
R61c	Clerk of Courts Case Management	375,000.00	372,221.42	2,778.58
R61d	MARCS Tower Project	572,433.00	537,899.50	34,533.50
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	3,306,108.00	2,543,577.06	453,319.88

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Project/Category		As of 6/12/24 Appropriations	As of 6/12/24 Expenditure	As of 6/12/24 Obligation
R61h	Community School Attendance Program	486,110.43	297,107.79	53,818.14
R61i	Workforce Center Expansion	0.00	0.00	0.00
R61j	Smart Growth	200,000.00	197,657.97	2,342.03
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	11,893.30	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	457,422.00	0.00	325,252.00
R517a	Beavers Field Utilities	37,346.77	36,606.46	0.00
Revenue Loss		9,582,277.98	8,132,240.80	872,731.31
Administration				
R71a	Administrative Expenses	591,798.66	348,787.15	0.00
Subtotal Administration		591,798.66	348,787.15	0.00
Grand Total		\$29,344,024.32	\$21,334,819.29	\$6,841,102.37



115 ½ W. Market St.,
Baltimore, OH 43105

June 11, 2024

The Fairfield County Commissioners
210 E. Main Street
Lancaster, OH 43130

RE: Eastern Cottontail Solar Second Public Information Meeting

Dear Fairfield County Commissioners,

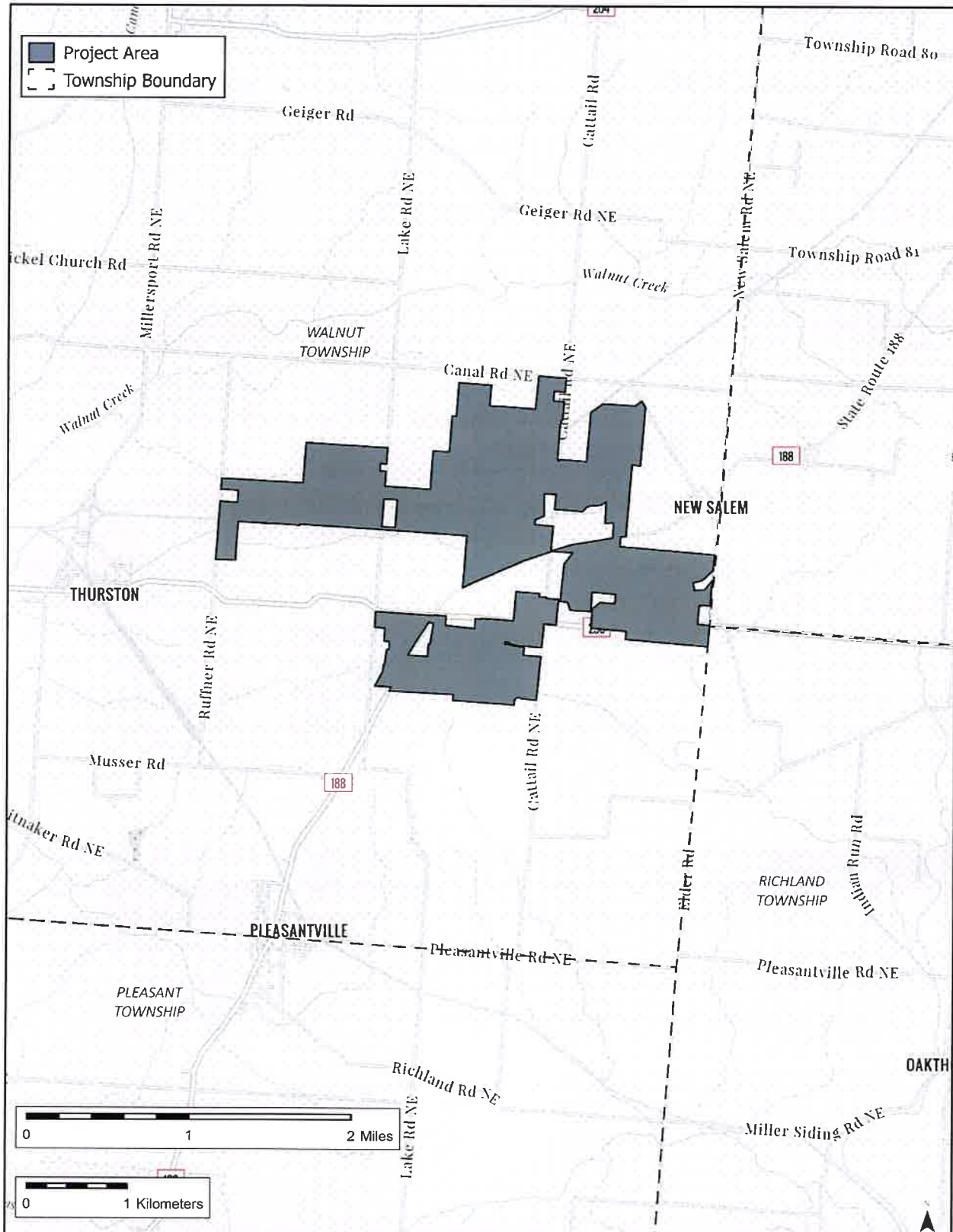
We are contacting you to invite you to the Second Public Information Meeting for the Eastern Cottontail Solar Project, which will be held on Tuesday, July 2, 2024 from 5:00 p.m. – 7:00 p.m. at Liberty Center, 951 Liberty Drive, Lancaster, Ohio 43130. The purpose of this meeting is to present the Project to the public in a manner consistent with what will be presented in the application that will be eventually submitted to the Ohio Power Siting Board (“OPSB”).

The Second Public Information Meeting will be held in an open house format. Representatives from the Project, including a variety of subject matter experts, will be available for one-on-one conversation. Information about the Project developer, facility location, construction process, environmental studies, and economic benefits of the project will be provided at various stations throughout the meeting room. Similar to the Public Informational Open House held by the project on August 2, 2023, at the Pleasantville Community Center, solar energy educational information will also be available. Written comments from the public will be collected at the meeting and considered in the preparation of the application to the OPSB. In addition, Staff from the OPSB will be present to answer questions about the OPSB permitting process.

About the Project

The Eastern Cottontail Solar Project is a proposed up to 220 megawatt (MW) solar energy project under development in Walnut Township in Fairfield County. The Project will maximize energy production from solar resources to deliver electricity to the regional transmission system to serve the needs of electric utilities and their customers. The Project is being developed by Eastern Cottontail Solar LLC, a subsidiary of EDF Renewables. More information about the Project is located here: <https://www.edf-re.com/project/eastern-cottontail-solar-project/>. A map of the Project is provided below.

115 1/2 W. Market St.,
Baltimore, OH 43105





115 ½ W. Market St.,
Baltimore, OH 43105

Ohio Power Siting Board Process

Under Ohio Law, electric generating facilities capable of producing 50 MW or more must apply for a certificate of environmental compatibility and public need from the OPSB. The OPSB provides for a single unified process by which applicants can obtain a certificate to construct and operate an electric generating facility.

The OPSB certification process includes public information meetings, submittal of a certificate application (R.C. 4906.06), 60-day staff completeness review, application acceptance, OPSB staff review and recommendation, a public hearing (R.C. 4905.07), an adjudicatory hearing, and certificate issuance or denial (R.C. 4906.10). There are various avenues for public participation throughout the permitting process. This includes commenting on the docket and attending public hearings. Additionally, persons who desire to intervene in the OPSB proceeding may do so in accordance with Ohio Adm. Code 4906-2-12.

As required by the OPSB, property owners and tenants receiving this letter will also receive written notice of the public hearing. In addition, you can sign up to receive electronic notification directly from the OPSB, by either subscribing to OPSB news releases, or subscribing to the OPSB case (Case No. 24-495-EL-BGN) at dis.puc.state.oh.us.

You are also welcome to contact the OPSB directly for more information at:

Ohio Power Siting Board
180 E Broad St
Columbus, OH 43215
Phone: (866) 270-6772
opsb.ohio.gov
contactopsb@puco.ohio.gov

We look forward to continuing our conversation about our Eastern Cottontail Solar Project and solar energy with you and your community! Should you have any additional questions, wish to speak to a member of our staff, or would like to stop by our local office, please contact us directly by emailing info@easterncottontailsolar.com or calling us at: 740-467-6162.



115 ½ W. Market St.,
Baltimore, OH 43105

Sincerely,

A handwritten signature in black ink, appearing to read "Nicholas M. Lucania", with a long horizontal flourish extending to the right.

Nicholas Lucania
Senior Project Developer
EDF Renewables



Bottoms Up
DIAPER BANK

JUNE 2024

**More Than 1,000,000 Diapers
Donated to Bottoms Up Diaper
Bank in May!**



YOU DID IT AND WE THANK YOU FOR YOUR SUPPORT!

We have reached our goal of a MILLION diaper for the month of May! We would like to thank everyone who contributes to the WORLDS LARGEST DIAPER DRIVE 2024!

Fairfield Federal Savings and Loan
Grace Fellowship Chapel
Lancaster Rotary
St. Catharine School
St. Augustine and St. Gabriel
Lextant
St. Gabriel Catholic Radio
LCNB National Bank
Equity ECS
St. Andrew's Catholic Church

Lothe Inc.
Business Network International
Gender Road Christian Church
St. Paul Lutheran Church
Knox County Head Start
Ross County Banking Center
Better Homes and Gardens Real Estate
First Capital Realty Dublin Scioto
Rotary
Notre Dame High School Portsmouth
Amgen
Fisher Catholic Community of Schools
Life Church Vineyard
Fairhope Hospice
St. Brigid of Kildare
Maggies Farm & Aromatics
First Presbyterian Church Chillicothe
Open Door Ohio
St. Patrick Church

Bishop Watters on High School
Argo & Lehne Jewelers
UA Public Library Tremont Road
Branch Park National Bank
St. Cecilia Catholic Church
Kiwanis Club of Lancaster
Boost Mobile
First Capital Realty
Union Savings Bank
Adena Health
Chillicothe Ross Chamber of
Commerce Lancaster First United
Methodist Church
Homeland Credit Union
Lancaster Sherman Rotary Club
Family YMCA of Lancaster
Catholic Church K of C
The Ultimate Look
Olentangy Rotary Club
The Flats on Memorial
Redwood Living Canal Winchester
St. Paul Episcopal Church Logan
St. John XXIII Catholic Church
St. Matthew Lutheran Church Logan
Canal Winchester Methodist Church
City of Lancaster
Peoples Bank
Fairfield County

Attindas
PCCCCP
Suzie Bates
NFI
St. Catharine Womb to Tomb
St. Matthew School
Our Lady of Victory
St. Peter Church
Fairhope Hospice
Fairfield Medical Center
St. Paul Lutheran Church
First Presbyterian Church
Crouse Chapel
Southwest Licking Schools
Body Ache Escape
St. Paul Westerville
Coldwell Banker Realty Pickerington
American Legion Post 677
Immaculate Heart of the Blessed Virgin
Mary Parish
St. John Neumann
Disbennett Wealth Management
Defiance Catholic Food Pantry
Hopewell United Methodist Church
Fayette County Head Start



Redwood Living



Woo Family Drive



Disbennett Wealth Management Group



Defiance, Ohio





Bishop Watterson High School



St. Catharine of Siena Church



Olentangy Rotary Club



St. Catharine School



The Bottom Line

WOW!

It all seemed nearly impossible. 1,000,000 diapers? No way!

Then, on May 1st, little by little, they started coming in.

They came from churches, schools, civic organizations, businesses, and prayer groups. And they kept coming.

At first, it was a slow but steady stream of diapers. It was pretty manageable. Then, last week, it was more like an avalanche when tens of thousands of diapers arrived at our doors.

The experience served to prove to me, once again, something that I already knew: charity is alive and well and when good people are given the chance to help their neighbor, they will rise up and do exactly that.

The mothers and babies that are ultimately served by Bottoms Up struggle in anonymity. They can't thank all the people who contribute to their well being.

But those who gave diapers during May are heroes that inspire our admiration. They gave because they feel that they have an obligation to the poor among us.

They gave out of love.

We still have some diapers to count and we've already received well over a million diapers.

What didn't seem possible was made possible by the most powerful force in the world, love.

HOW ARE DIAPERS MEETING FAMILIES NEEDS?

"We have a mom who shared that the diapers we provide her are helping to shift funds to paying bills or purchasing groceries. This has made a difference in what she is able to provide for her family."

~Anna Yoder, Knox County Head Start





GET A GIFT...GIVE A GIFT

Bottoms Up now offers merchandise!
Choose an item for yourself or to give as a
gift and support families in need!

<https://bottoms-up.printify.me/>

Help Families in Need

Be a Hero for Those in Need

Please help families keep their babies
clean, dry, and healthy by making a
financial contribution to the efforts of
Bottoms Up Diaper Bank. Every penny
counts!



[Donate](#)

Bottoms Up is a non-profit organization and all donations are tax deductible to the fullest extent of the
law.

EIN# 83-2456290



FOR IMMEDIATE RELEASE
Wednesday, June 12, 2024

Auditor’s Office Releases Weights & Measures Fair Scales Certification Video

Lancaster, Ohio – The Weights and Measures Department of the Fairfield County Auditor’s Office has released a video show how all scales at the Fairfield County Fair are certified by the Auditor’s Office prior to the beginning of the fair.

In the video, Carter Corcoran, Weights and Measures Inspector, explains how the scales are certified in order to promote fairness for all participates to show their animals at the weights they are, and to ensure equity in the marketplace between buyers and sellers.

The video can be viewed here <https://bit.ly/4b0E6UI> or on the Auditor’s Office social media accounts.

Earlier in the year, the Weights and Measures department released a PSA video explaining how to spot credit card skimmers at gas pumps. That video can be viewed here: [here https://youtu.be/I47XOQ-22hw](https://youtu.be/I47XOQ-22hw).

For more information, contact Rachel Elsea, Communications Officer, at rachel.elsea@fairfieldcountyohio.gov.

###

Intel in Ohio: Meet Holly Mattei, the woman preparing Licking County for the future



Maria DeVito

Newark Advocate

AD

0:13

SKIP

You probably haven't heard of Holly Mattei, but she's helping shape what Licking County will look like 20 years from now.

Mattei, of Lithopolis, is the president and founder of Crossroads Community Planning, a small, central Ohio-based planning and development firm. As local officials race to prepare for growth, communities including Granville, Union and Jersey townships have turned to Mattei as the go-to person to help them prepare for the changes Intel will usher into Licking County.

Officials and residents of Licking County's rural communities are trying to strike the right balance between welcoming future growth and preserving their rural character, and Mattei helps them achieve their goals through proactive community planning and zoning changes —two of the mechanisms that protect rural communities from uncontrolled development.

When it comes to development, Mattei has a different perspective, which she credits to growing up about 40 miles north of Cincinnati in the small town of Trenton in northeastern Butler County. While some planners gravitate toward one type of community versus another, she can see from both the urban and rural perspectives —and she melds them.



Granville, Union, and Jersey Townships benefit from Mattei's expertise

"I kind of grew up on that urban-rural fringe, so I understand it. I feel like I can communicate with both sides," she said. "I love the urban environment, but I also love the rural environment, so being able to bring those two sides together and being able to come to compromise when it comes to those areas."

Her company helped Granville Township develop its recently approved overlay zoning district, which created stricter zoning regulations than the regular zoning code within defined areas of the township. Crossroads also worked with Union Township to update its zoning code and write its comprehensive plan, which outlines a community's development goals. Licking and McKean townships also have recently tapped Mattei's company to help with their comprehensive plans as well.

Crossroads has worked with Jersey Township since before it was announced in January 2022 that Intel would build a \$28-billion computer chip facility on township land annexed into New Albany. Mattei's company facilitated the township's comprehensive plan as well as two overlay zoning districts.

Get the Evening Update newsletter in your inbox.

Stay up-to-date with the latest news from around Columbus

Delivery: Daily

Your Email

Jersey Township Trustee Dan Wetzel said Mattei's vast knowledge and background has steered the township in the right direction. She has the foresight to see what's coming to Licking County and how the area will continue change, Wetzel said. Mattei is also opened minded about ideas the Jersey trustees want to explore, but she also isn't afraid to share her feedback if the idea won't work as the trustees intended.

"We could have muddled our way through it, but it would never have been at the professional level or where we need to be," Wetzel said. "So really ...we'd never got where we're at without her assistance."

Granville Township Trustee Rob Schaadt reached out to Mattei after looking at Jersey Township's overlay district and realizing Granville needed something similar. Mattei and her team tailored Granville's overlay based on feedback from a community committee that included Schaadt, the zoning inspector, zoning commission member, two local residents and a Granville village planner.

Schaadt said Mattei's assistance was vital and ensured the overlay was written and approved in about eight months—something that would not have happened without her.

"We never would have got it done. Had we accomplished it without her help, it would have been a two- to three-year process I'm sure, and we don't have two or three years in my opinion," Schaadt said.

Union Township Trustee Roger Start said Mattei isn't trying to force the township to be something that it is not; she's trying to help the township become the best version of itself. Mattei doesn't push a community in a direction but instead navigates to get residents and officials where they want to go in terms of planning for the future.

ADVERTISING

"I think she's really good at listening to what we're seeing and hearing from the residents and then working with the townships and coming up with a plan that best fits townships —not a plan that best fits municipalities or a plan that best fits the county. It's a plan that best fits our particular township," he said.

And while Mattei's Licking County clients are all townships, she works with municipalities and counties, too. Her experience in planning and zoning stretches beyond just Crossroads. Mattei, 47, has worked in the field for about 25 years. She spent 16 years at Fairfield County Regional Planning, including nine years as executive director. In 2020, she stepped out on her own to form Crossroads.



Since she was a little kid, she's been interested in how communities develop. She remembers visiting Hilton Head as a child and loving the design of it and her dad telling her that was all done through zoning.

Now she's the one making it happen for other communities.

"I love seeing the communities transform," she said. "Seeing the work that you do come to life in the field, it's really rewarding."

Mattei said the company's work breaks down into three areas:

- Long-range planning, such as comprehensive plans, which are typically 20-year plans that include recommendations for the short, medium and long term.
- Zoning code updates, which include updating zoning codes for townships, municipalities and counties.

- Technical assistance, meaning if a township, municipality or county is short on planning staff or doesn't need a full-time person, Crossroads staff can step in.

Intel's growth pushes Crossroads to expand services across Ohio

Crossroads' client base has steadily been growing. Outside of Licking County, Mattei and her team have worked across central Ohio, including in Harlem and Trenton townships in Delaware County, Lancaster and Fairfield County, three communities in Pickaway County and Darby Township in Madison County.

Beyond central Ohio, Crossroads has done projects for Hamilton County; the city of Oregon, outside of Toledo; and city of Jackson in southern Ohio. Now she's getting calls from northeast Ohio too.

That client list has grown partly because of Intel. She said Intel comes up in every conversation she has with communities.

"Every community in central Ohio is feeling the effect of Intel in one way or another," she said.

That means, Mattei said, that more rural communities are being proactive about planning.

"Communities that are farther out that probably wouldn't have planned back in the day are planning now because they see that the growth can happen overnight," she said.

As Crossroads' client list has gotten longer, the company has gotten bigger. Mattei's brought in two planners and an intern, as well as her husband, George Mattei, who has 20 years of experience in finance and real estate

development. Mattei said she and her husband always dreamed of starting their own company.

ADVERTISING

Mattei said she couldn't handle Crossroads' ever-growing client list without her team. The two planners, Molly Ridge and Ben Harder, have taken over writing most of the community plans while Mattei engages with communities at local meetings and meets with potential clients.

"They're the backbone of the company," she said of Crossroads' staff.

Intel has been a boost to Crossroads' business, but Mattei also sees it as a chance to educate people on planning for development ahead of time and focusing on the right areas to develop.

"I feel like we were behind that a little bit in Ohio. We were more reactive than proactive," she said. "I feel like Intel has made us really say planning is something we need to do, and we need to get ahead of the curve. I think that is a huge positive coming out of all of this."

mdevito@gannett.com

740-607-2175

To: Fairfield County Commissioners & Staff
From: Dr. Carri Brown, County Auditor
Date: June 13, 2024
Subjects: Internal Controls; Business Incentives and Monitoring; Profile of Fairfield County

Internal Controls Relative to Financial Reporting

County managers have established a comprehensive internal control framework designed to compile enough reliable information to prepare the County financial statements in conformity with generally accepted accounting principles. Because the cost of internal controls should not outweigh their benefits, the County's comprehensive framework of internal controls has been designed to provide reasonable, rather than absolute, assurance that the financial statements will be free from material misstatement.

Furthermore, as a recipient of federal and state financial assistance, the County must ensure that adequate internal controls are in place to ensure compliance with applicable laws and regulations that relate to these programs. These internal controls are subject to periodic evaluation by management. ***The internal control manual is in the process of being updated for the credit card policy that is to be adopted and various minor edits to support payroll and financial processes. Year-end interviewing processes are being updated for quality assurance to ensure all capital assets are documented.***

Business Incentives

Fairfield County allows tax incentives under the Enterprise Zone program. All County business incentives begin with the County Board of Commissioners determining whether the business submitting the proposal for the incentives has the necessary financial responsibility and business experience qualifications which will aid in the creation and preservation of employment opportunities in the zone and improve the economic climate of the municipal corporations and/or the unincorporated areas within the zone(s).

The Fairfield County Real Estate Appraisal department assigns taxable values to new or improved commercial property. These new or improved valuations are used in conjunction with an agreement between the County and the business to establish the dollar amount of abated valuation associated with the new construction and/or improvements.

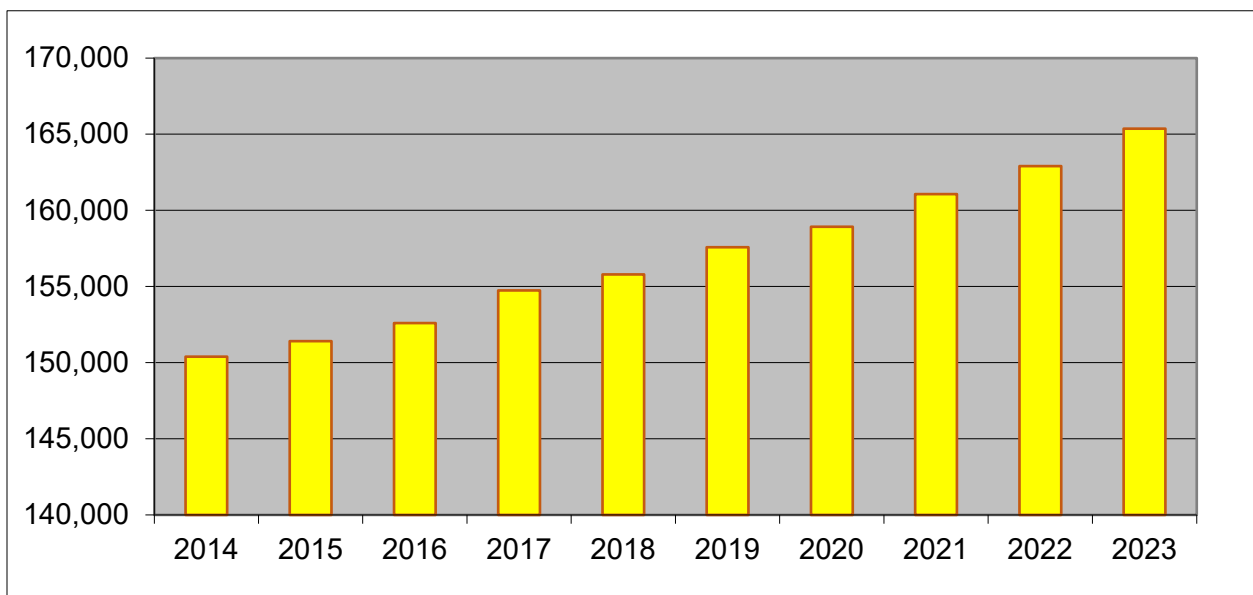
Monitoring Incentives

The County's Tax Incentive Review Councils (TIRCs) were established to conduct annual meetings to monitor compliance with all agreements in effect within the Enterprise Zone. Such annual compliance reviews determine if the terms of each agreement are being complied with and recommendations are made to the Board of Commissioners and to the chief executive and legislative authority of the township or municipality to which the agreement applies. ***TIRC meetings are now in progress, and recommendations are being made to the appropriate entities.***

Profile of Fairfield County

Fairfield County was organized into a separate political entity in December of 1800. The County encompasses thirteen townships, thirteen villages, and two cities with boundaries entirely within the County. **According to population estimates, 165,360 people reside within the County's 504 square miles, an increase of 1.5 percent since 2022 and an increase of 10.0 percent in the last ten years. The City of Lancaster, the County seat, has an estimated 41,219 residents.**

Population



Fairfield County commissioners honor Liberty Union state championship softball team



Jeff Barron

Lancaster Eagle-Gazette

LANCASTER – The Liberty Union High School softball team's memorable season continued Tuesday as the Fairfield County commissioners honored the Division III state champions Tuesday with a proclamation.

"Winning a state championship is something that's going to be with them the rest of their lives," Commissioner Jeff Fix said. "It's a really big deal that I'm sure they don't recognize yet. But down the road when they're brought back to Liberty to celebrate the 20-year anniversary of their state championship or the 40-year anniversary of their state championship, they're always going to be state champs."



The team recently defeated South Range, 5-3, at Akron's Firestone Stadium to win the state championship. This is the softball team's first state championship, although it was the state runner-up in 2011.

Liberty Union coach Sean Hochradel said the team was 11-6 at one point in the season and had lost three of five games. He said the team's willingness to believe in what the coaching staff was trying to do was a key to its success and of overcoming that rough period.



"We were not ranked," Hochradel said. "And one of the things we did on this run is we beat the ninth-ranked, seventh-ranked, fifth-ranked, sixth-ranked and the second-ranked team in the state on our march to a state championship. That really epitomizes their ability to believe in what we were doing as a coaching staff and to believe in each other."



He said he agreed with Fix that the players may not fully realized the magnitude of their accomplishment yet.

"And I don't know if I know what's going on right now," Hochradel said. "But we're basking in every moment of it and enjoying it."

Fix said some local track athletes also won state championships and that the commissioners plan on honoring them in the next few weeks.

jbarron@gannett.com

740-681-4340

Twitter/: @JeffDBarron

Welcome to the June 2024 Imagine Newsletter



Imagine

To bring about a vibrant community where people lead lives of greater independence and make meaningful contributions.

Community is more than just a group of individuals living in the same area; it's about coming together, supporting one another, and working towards common goals. Whether it's through attending events, volunteering your time, or contributing your unique talents and ideas, your involvement is invaluable.



David Uhl,
Superintendent

I want to extend an invitation to each and every one of you to actively engage and participate in our vibrant community. It's through our collective efforts that we can truly make a difference and create a positive impact.

Let's continue to build upon the strong foundation of our community by actively participating, supporting one another, and making our voices heard. Together, we can achieve great things.



Vibrant Community Connection

Collaboration with BalletMet

Collaboration can bring about amazing opportunities and one example is happening this summer. BalletMet, Fairfield County District Library, and Fairfield DD came together to facilitate children's dance classes hosted in Lancaster.

Soar on Saturdays is a dance access program created in partnership with The King Arts Complex and Ballet Met. The program gives young students the opportunity to discover movement during a free 6-week dance class. Elle Pierman, Director of Education at BalletMet, is passionate about teaching all types of learners. The classes are adapted to each dancer's unique learning style and need.

After learning about the class in Columbus, staff at Fairfield DD began discussions about how to bring the initiative to Lancaster. To ensure any child at any ability level could participate, the team decided a local community



organization would be best to host the dance course. The Fairfield DD team connected Elle and her team with the Fairfield County District Library, which took charge of the arrangements. With the library offering space and marketing assistance, and BalletMet managing registration, the class quickly reached its maximum capacity! This six-week hip-hop class will culminate in a final performance, perfectly timed for ArtWalk!

LaQuesha Wiley, an ISC, said that she is "very excited that this opportunity will be free to the community and someone skilled with a big heart like Elle will be able to help the children we get to serve and as well as all the kids in the area."

[Learn about Soar on Saturdays.](#)

Triumph Over Adversity

David Thornton's journey is a testament to resilience and personal growth. When Fairfield DD staff first met him in 2017, his life was marked by frequent hospitalizations and struggles with uncomfortable interactions with others. However, fast forward to today, and David's story is one of remarkable transformation.



David has made tremendous strides in his health. Gone are the days of frequent incidents and hospital stays; instead, David now thrives, being more independent in our community.

David's success stems from both his dedication and his team's unwavering support. Regular meetings, ongoing education, and genuine encouragement have fostered his growth. The team's positive influence has significantly boosted his well-being, instilling a deep sense of belonging and empowerment.

It is evident that David is not just a recipient of support but an active participant in his success. From developing relationships within his community to securing contracts for lawn work, David is paving his path toward a brighter future. It's a testament to the power of resilience, teamwork, and the unwavering spirit of individuals like David who refuse to be defined by their past.

Community Partnership Corner

Embracing Progress for Positive Change

Amidst the peaceful scenery and lively neighborhoods of Fairfield County, a fundamental change is taking place. This change is driven by collaboration, innovation, and a strong investment in empowering others to reach their potential and become more independent. Fairfield DD is partnering with many across the state of Ohio, to create opportunities that completely reshape the way we care for and support people with developmental disabilities.



Several of Fairfield DD's Executive Leadership Team, including David Uhl, David Baum, Kyle Miller and Cindy Hillberry, are involved at the state level in bringing about these changes. From presenting best practices in human resources at the Ohio Association of County Boards (OACB) conference to serving on state committees, staff are strong advocates for the mission and vision of Fairfield DD.

Benefits of Early Intervention

The most recent installment of Fulfilling Lives features information on the benefits of Early Intervention (EI) with Jenna Trager, Supervisor of EI and Tonya Spence, Developmental Specialist.

The discussion in this episode highlights the importance of EI partnering with families to expand upon what they already do within their daily routines to nurture their child's growth and learning.



[Listen today at fairfielddd.com!](https://www.fairfielddd.com)

Fairfield DD Feature Department

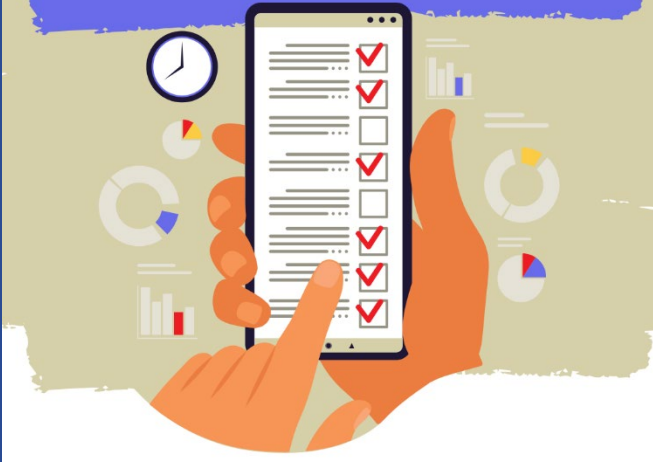
Art & Clay's Storytime is a well-loved weekly event where local leaders engage young children with storytelling, followed by a fun ceramic painting activity. Each child gets to create a unique piece to bring home after it's fired, making it a special memento of the experience. Guest readers are invited to share about themselves – who they are, what they do in the community and even provide an interactive activity if they choose. This unique opportunity fosters community integration, inclusivity, acceptance, role modeling, awareness and advocacy.



General Manager Mitsi Clark Niceswanger, and her dedicated team, are thrilled to bring this extraordinary experience to the community. They have made efforts to source materials that are affordable for families to participate and ensuring complete accessibility for anyone who wants to attend. Additionally, they have collaborated with local businesses and community members to provide a diverse range of subjects and guest readers. During the summer season, they have the advantage of organizing larger events outdoors. Company Wrench has graciously granted use of the Mithoff parking lot next door when needed. Watch the calendar, as some events will feature big trucks, first responders, artists, community leaders, live animals, and more!

[See Art & Clay events](#)

ONLINE SURVEY Coming soon



Fairfield County Board of Developmental Disabilities is developing a three-year strategic plan to support our mission, services, and community. Your input is crucial during this planning period, and we will be sending out a survey in early July to gather your insights.

Please be on the lookout for this email from Krile Communications and take a few moments to share your feedback. Your participation is invaluable, and we thank you in advance for your time and effort during this process!

D I D Y O U K N O W

The Lancaster-Fairfield Public Transit offers free rides for kids from June through August. Give them a call to find out how they can help get your kids to their summer events.

KIDS RIDE FREE

Flex-Route Loop Buses (Only)

JUNE-AUGUST



Upcoming Events

3rd Annual Fishin' With Fathers

June 15, 2024 1-4pm

There will be free raffle prizes, local vendors with fun activities, and no fishing license will be required as it's Ohio free fishing for Father's Day weekend.

[Click here for more information](#)

Dive in Movie Night: Hotel Transylvania

June 15, 2024 7-11pm

Visit Miller Pool for a dive in movie night featuring Hotel Transylvania. This event will be fun for all ages! Cost is \$5 for general admission and \$2 for season pass holder.

[Click here for more information](#)

Juneteenth Celebration in Downtown Lancaster

June 19, 2024 11am-1pm

Join the community of Lancaster at the downtown gazebo for a Juneteenth Celebration! There will be speakers, food from D's Dogs, and music.

[Click here for more information](#)

Picktown Palooza

July 11, 12, & 13, 2024

Picktown Palooza is a 3-day celebration of the Pickerington community that features fun activities and entertainment for the whole family. Enjoy carnival rides, a kids' corner, national artists, local musicians, food vendors, a beer garden, a 5k, a car show, and more!

[Click here for more information](#)



**TO LEARN MORE OR REGISTER FOR EVENTS
VISIT OUR WEBSITE**

www.fairfielddd.com





Your Fairfield County Auditor's Office: **WINS OF THE WEEK**

June 13, 2024

Our brains are wired to respond to rewards. Celebrating the completion of small accomplishments leads to the completion of larger goals. And there is evidence in research to support this...According to research by Teresa Amabile from Harvard Business School, tracking small achievements enhances motivation for larger goals...

- We began the week with a **short in-service learning more about Destination Downtown** and the great events planned this summer right in our downtown.
- We have reviewed our plans for the **2025 budget**, and all is as expected.
- Senior Leaders met on Monday to review the **strategic plan** and other topics. We updated the strategic plan for call center activities.
- ★ On Wednesday, Carri conducted a presentation upon request for the public employees retired in our area. **The presentation was at the Fairgrounds, and more than 50 were in attendance.** They were interested in the operations of the County Auditor and commented on the improved social media presence. As of now, we have already met our annual goal with the Speakers' Bureau.
- **Kayla Speakman attended the Elder Abuse prevention breakfast** on June 12. Thanks for representing the office and continuing to share information about the **Homestead program**.
- Thanks to **Carter Corcoran and Patrick Brighton for gearing up for another Sheetz opening in Fairfield County.** The testing of new pumps began this week.
- Thanks to **Bev Hoskinson and her team** for working hard to set up a sustainable financial structure for Transit and for exploring new modules within the Tyler systems.
- Carri and many others attended the **ribbon cutting ceremony for DDL and Visit Fairfield County on Thursday.**
- The **sexennial update continues to progress as expected, and we are on track with the financial audit.**
- ★ **We had 550 GEMS as of the beginning of the week! Way to go! It is great to read about the ways you are showing gratitude to one another for support, productivity, and innovation.**

CONTACT US!

Settlements/Admin – (740) 652-7020 • Real Estate - (740) 652-7030

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Your Fairfield County Auditor's Office: WINS OF THE WEEK

June 13, 2024

Our brains are wired to respond to rewards. Celebrating the completion of small accomplishments leads to the completion of larger goals. And there is evidence in research to support this...According to research by Teresa Amabile from Harvard Business School, tracking small achievements enhances motivation for larger goals ...

- At present, the **mode response time for public records requests in 2024 is one day**. Keep up the great work!
- **Jen Dickerson created a process within our system** that would allow for validation of wage and job survey data in the future, as opposed to starting fresh with a survey. This is an efficient way to manage future surveys.
- **Josh Harper reported new construction in the City of Pickerington is nearly completed**. Violet Township is in progress. Thanks to the team!
- The **GIS Team is working with the Board of Elections** to provide reports to help with their quality assurance activities. Thanks for that partnership.
- This week, we gathered information and prepared for the **Juneteenth celebration in Lancaster from 11-1 at the Bandstand area**. Thanks to Bev Hoskinson for joining Carri Brown for this event.

JUNETEENTH CELEBRATION
JUNE 19TH | 11AM-1PM
DOWNTOWN GAZEBO
PRESENTED BY

Downtown Destination Lancaster
LANCASTER FAIRFIELD COUNTY CHAMBER OF COMMERCE
DEIB COMMITTEE
NOPEC No one does more lower your utility bill
Fairfield County District Library
FAIRFIELD COUNTY HERITAGE ASSOCIATION

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June 10, 2024

Fairfield County Commissioners
210 E Main St #301
Lancaster, OH 43130

Dear Commissioners,

National Grid Renewables has two solar projects in Ross County and our Community Foundation facilitates their support back to our community. Over the next 20 years, we anticipate \$1.5 million to be given to local nonprofit organizations in areas of our community that greatly need it. Our experience with National Grid Renewables is positive and we would recommend the Carnation Solar project for Fairfield County.

Their program of community support provides annual funding that allows the Community Foundation to respond to our community's ever-changing needs. We are excited that this year we will be able to add an additional \$50,000 in grantmaking power because of one of the solar projects. Your support of the Carnation Solar project in your county will also provide additional funding for your community's nonprofits. You would be making a long-term investment in your community's future. This project would also stimulate local economic growth, perhaps create jobs, and promote sustainable living.

We are confident that National Grid Renewables will deliver the same level of excellence in your county as they have in ours. Thank you for considering the Carnation Solar project. We look forward to hearing about your positive experiences with solar energy in the near future.

If you have any questions concerning our relationship with National Grid Renewables, please don't hesitate to reach out to me at scott@crf.net or my cell phone at 740-703-5762.

Sincerely,
Scott Graham
Executive Director

Connecting People Who Care with Causes that Matter

45 E. Main St. • Chillicothe, OH 45601 • crf.net • (740) 774-GIFT (4438)

Earmarks of Line Item 042509, One Time Strategic Community Investments		
County	Project	Amount
Erie	Huron Boat Basin and Amphitheater Capital Improvement Project	\$200,000
Erie	Sawmill Creek Wastewater Treatment Plant Expansion	\$200,000
Fairfield	Violet Township Event Center	\$2,100,000
Fairfield	Gateway Mixed Use District	\$2,000,000
Fairfield	Government Services Building Acquisition and Renovation	\$2,000,000
Fairfield	Wendel Pool Dehumidification System Replacement	\$550,000
Fairfield	Walnut Township Flood Mitigation	\$500,000
Fairfield	Pickerington Covered Bridge Rehabilitation	\$350,000
Fairfield	Pickerington Connects	\$234,410
Fairfield	Elmwood Playground	\$225,000
Fairfield	Expanding Horizons – Meals on Wheels Senior Services Center	\$200,000
Fairfield	Historic Lancaster Bell and Clock Tower	\$150,000
Fairfield	Sycamore Creek Park Pond Restoration	\$125,000
Fairfield	Wagnalls Memorial Window Project	\$50,000
Fairfield	American Legion Post 283 Improvements	\$20,000
Fairfield	Rushville Union Lions Club Accessible Parking	\$5,500
Fayette	Jeffersonville Rattlesnake Water System Improvements	\$1,000,000
Fayette	Wayne Township Firehouse Community Shelter	\$175,000
Franklin	The Ohio Center for Advanced Technologies	\$20,000,000
Franklin	Columbus Symphony Orchestra – Music for All	\$18,500,000
Franklin	Downtown Columbus Capital Line	\$10,000,000
Franklin	Heritage Trail Expansion	\$8,000,000
Franklin	John Glenn International Airport Improvements	\$7,500,000



Fairfield County

**Internal Stop Loss Pool
Discussion &
Recommendations**

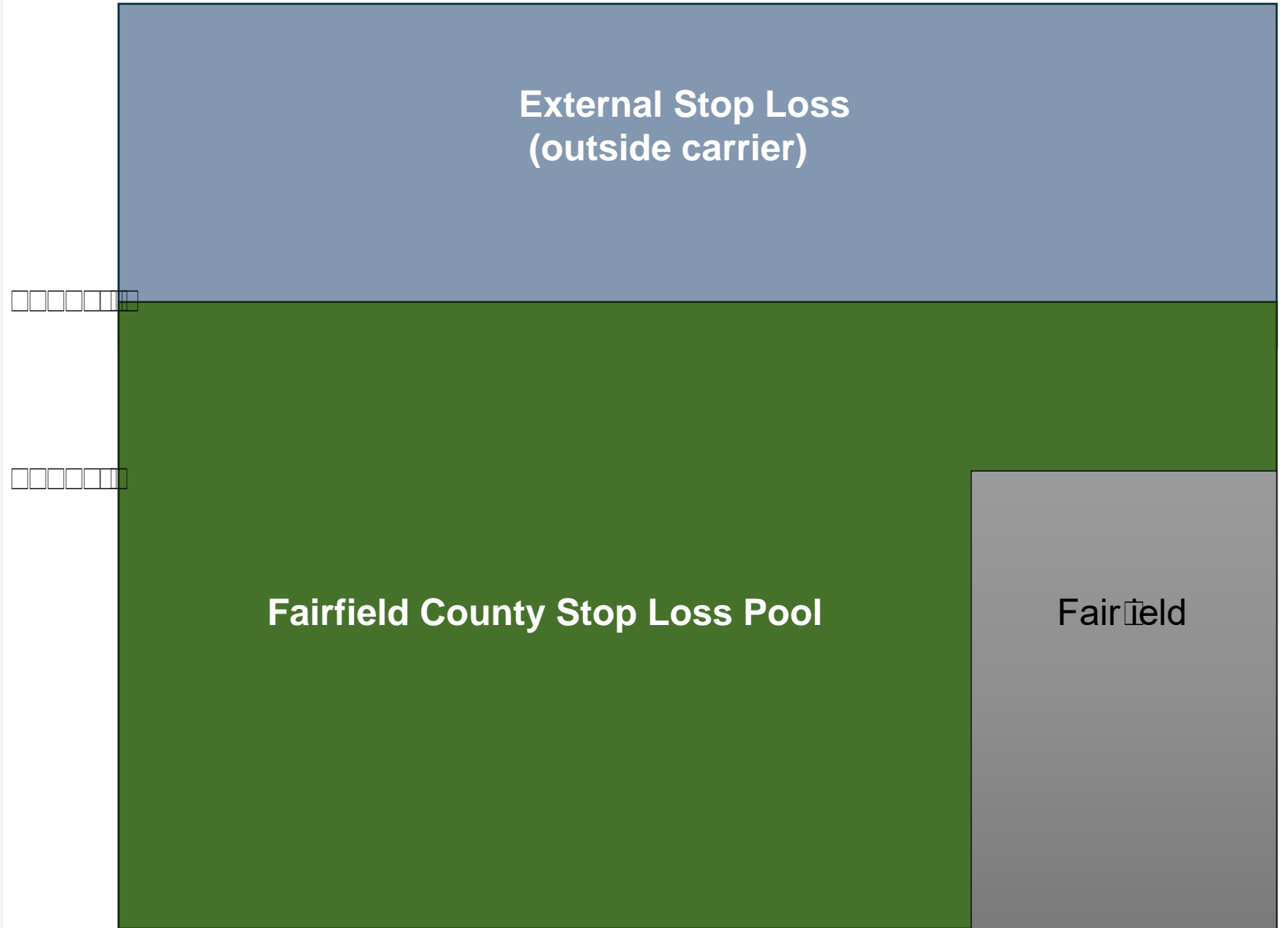
Internal Stop Loss Pool Update

- Created in [] or [] plan [] ear
- Saved [] in []
- [] real in []



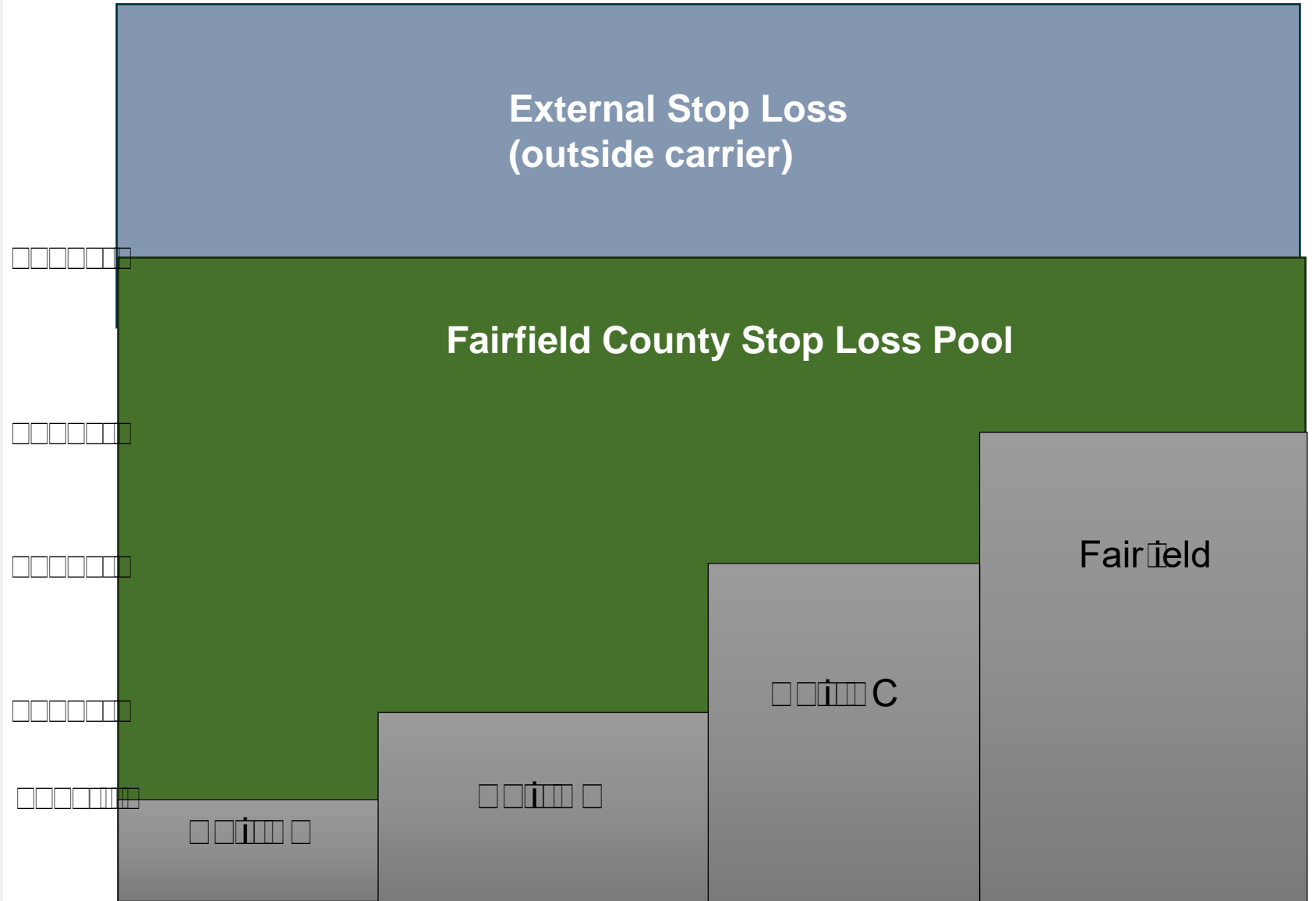
Stop Loss Fund Illustrated

Here is a graphic overview of how the current Fairfield County internal stop loss pool operates.



Future Stop Loss Pool Illustrated

- Goal is to create even coverage
- Premiums paid to Fairfield County Stop Loss Pool
- Accidents could have its own actuarially supported premium
- Major employees will be paid to Fairfield County
- Demographics risk profile and large claims will be used to underwrite each entity
- Pool will be reevaluated annually



Considerations

- Prohibit inter-al stop loss pool can achieve the following
 - Increase liquidity power
 - Introduce additional operational revenue stream through a range of fees
 - Create opportunities for services of Fairfield County and other public entities
 - Derisk county program and additional entities
- Key steps
 - Commission approval of Stop Loss Pool expansion
 - Update laws and Stop Loss Policy to include outside entities
 - Establish a range of fees
 - Identify and contact outside entities
 - Start underwriting process and seek Commissioners' approval





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Summary of Proposed Changes to the Fairfield County Personnel Policy Manual Effective July 2024

1. Section 1:5(page 8) Computer, Mobile Devices, and Information System Usage
 - a. Updated to reflect current practice and terminology.
 - b. Addition of multifactor authentication.
2. Section 1:6 (page 19) Public Records Request Policy
 - a. Updated to reflect change in charge for paper copy requests and use of devices for download.
3. Section 2:8 (page 29) Workplace Safety
 - a. Updated to include where employees can find the Workplace Injury Reporting packet.
4. Section 2:12 (page 32) Credit and Vendor Cards
 - a. Outdated credit and vendor card policy removed.
 - b. Updated policy specifics, located as “Exhibit C” within the policy.
5. Section 2:16 (page 36) Weather Emergency/Closure of Facilities
 - a. Updated to include system utilized and how employees may access.
6. Section 2:17 (page 37) Performance Evaluations
 - a. Performance appraisal completion date adjusted to December 15.
7. Section 3:14 (page 51) Alcoholism and Drug Abuse
 - a. Updated to reflect the Ohio’s marijuana law changes.
8. Section 3:22 (page 63) County Employee Motor Vehicle Eligibility
 - a. Updated in response to Ohio’s revised distracted driving law.
9. Section 3:24 (page 68) Pregnant Workers Fairness Act
 - a. Section added to policy in response to the Pregnant Workers Fairness Act.
10. Section 4:3 (page 74) Vacation
 - a. Updated to allow for vacation to be earned by both part-time and full-time employees along with the corresponding accrual information.
 - b. Updated the Vacation Leave Conversion to allow all eligible employees to take part once per calendar year.
11. Section 4:5 (page 78) Leaves of Absence Without Pay
 - a. Updated to reflect the use of accruals during disability leave.
 - b. Updated to clarify accrual use while on disability insurance leave.
12. Section 4:14 (page 94) Employee Assistance Program (EAP)
 - a. Updated to direct employees to mymobilewallet more details.
13. Section 4:15 (page 95) Family Medical Leave
 - a. Updated to direct employees to mymobilewallet for more details.
14. Section 4:17 (Page 104) Payment Upon Separation of Service
 - a. Updated to clarify perimeters around payouts upon separation of service.
15. Addendum A Compensation Plan Policies (Page 106)
 - a. Updated to clarify perimeters related to promotion and pay increases.

**HANDOUTS PROVIDED
BY THE PUBLIC
DURING THE
PUBLIC COMMENT
SECTION OF THE
MEETING ARE
CONTAINED
HEREAFTER**



Section 303.62 | County commissioner prohibition or limitation resolution after public meeting.

Ohio Revised Code / Title 3 Counties /

Chapter 303 County Zoning; Renewal; Wind and Solar Generation Restrictions

Effective: October 11, 2021 **Latest Legislation:** Senate Bill 52 - 134th General Assembly

(A) Not later than ninety days after the public meeting described in section [303.61](#) of the Revised Code regarding an application for a certificate, or a material amendment to an existing certificate, for a utility facility, the board of county commissioners may adopt a resolution that does either of the following:

- (1) Prohibits the construction of the utility facility that is the subject of the certificate;
- (2) Limits the boundaries of the proposed utility facility to a smaller geographic area of the county, completely within what was proposed by the applicant.

(B) If no resolution is adopted within the time required under this section, the application may proceed as filed with the power siting board.

(C) No resolution adopted under this section shall prevent an applicant from filing another proposal for consideration by the board of county commissioners at a later date.

Last updated July 23, 2021 at 4:44 PM

Available Versions of this Section

October 11, 2021 – Enacted by Senate Bill 52 - 134th General Assembly

RESOLUTION 2024-_____

WHEREAS, the BOARD OF COMMISSIONERS OF FAIRFIELD COUNTY, OHIO has a strong interest in orderly economic development in the unincorporated areas of FAIRFIELD COUNTY; and

WHEREAS, the Board of Commissioners wishes to balance economic development with the preservation of the rural character and aesthetic beauty of Fairfield County's unincorporated areas; and

WHEREAS the Board of Commissioners received notice of the Public Information Hearing Pursuant to Ohio Adm.Code 4906-3-03(B)(1) and 4906-3-03(B)(2) related to the Eastern Cottontail Solar, LLC public information meeting on May 29, 2024; and

WHEREAS the Board of Commissioners realizes that it has the authority pursuant to Revised Code 303.62 to regulate proposed facilities for solar energy within the County; and

WHEREAS the Board of Commissioners has been empowered to regulate proposed facilities pursuant to the provisions of Senate Bill 52 of the 134th Ohio General Assembly.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of Fairfield County, Ohio meeting in regular session this _____ day of _____ 2024, the following:

1. This resolution is adopted pursuant to Revised Code Sections 303.61 and 303.62;
2. The Board of Commissioners hereby prohibits the construction of the Solar Facility that is the subject of Case No. 24-495-EL-BGN, Eastern Cottontail Solar, LLC pursuant to Revised Code Section 303.62(A)(1).
3. This resolution shall take effect thirty days after its passage, subject to the provisions of Revised Code Section 303.59.

Signed: _____

I very much wish to thank the Commissioners for including the Eastern Cottontail project in the Fairfield County exclusionary zone.

What is not commonly understood is that Senate Bill 52 says that after such a geographic exclusionary zone for a general area is created, a process is then in effect which a specific solar company can follow.

Once that specific project is proposed by a solar company, which was done by the recent public hearing for Eastern Cottontail, the County Commissioners must in effect “implement” the geographical exclusionary zone by specifically prohibiting the specific project in a specific resolution.

This resolution must be adopted by the Commissioners within 90 days of the public hearing that is held under Section 303.61 of Senate Bill 52.

The relevant provision regarding the needed resolution under Senate Bill 52 is Subsection (1) of

Section 303.62. I will give you copies of the section at the end of my talk.

The public hearing for Eastern Cottontail was on Wednesday, May 29th, 2024. I request that the Commissioners promptly adopt a resolution pursuant of Subsection (1) of Section 303.62 of Senate Bill 52 prohibiting the Eastern Cottontail project proposed at the public hearing on May 29th, 2024

REGULAR MEETING #26 - 2024
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
JUNE 18, 2024

AGENDA FOR TUESDAY, JUNE 18, 2024

- 9:00 AM Review
- Regular Meeting
- Pledge of Allegiance
- Announcements
- Approval of Minutes for June 11, 2024
- Fairfield County Emergency Management Agency
- 2024-06.18.a A resolution authorizing the approval of an advance from the general fund to EMA – Fund 2708 (Subfund 8331) G0003 State Homeland Security Grant Program Grant (SHSP) [EMA]
- Fairfield County Engineer
- 2024-06.18.b A Resolution to Approve the Contract Bid Award for the 2024 Microsurfacing Project [Engineer]
- 2024-06.18.c A Resolution to Approve the Contract Bid Award for the 2024 Pavement Markings Project [Engineer]
- 2024-06.18.d A Resolution to Submit Drainage Improvement Estimates. [Engineer]
- 2024-06.18.e A resolution to request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 2050 for annual inspections in various subdivisions as of 06/11/2024. [Engineer]
- 2024-06.18.f A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for construction in progress [Engineer]
- Fairfield County Facilities
- 2024-06.18.g A Resolution Authorizing the Approval of a Lease Agreement with New Horizons Mental Health Services for The Fairfield Center [Facilities]
- Fairfield County Family and Children First Council
- 2024-06.18.h A resolution authorizing the approval of partial repayment of an advance to the General Fund from Fund# 7521 Family, Adult, and Children First Council [Family and Children First Council]

- 2024-06.18.i A resolution authorizing the approval of partial repayment of an advance to the General Fund from Fund# 7521 Family, Adult, and Children First Council [Family and Children First Council]
- 2024-06.18.j A resolution authorizing the approval of partial repayment of an advance to the General Fund from Fund# 7521 Family, Adult, and Children First Council [Family and Children First Council]
- 2024-06.18.k A resolution authorizing the approval of partial repayment of an advance to the General Fund from Fund# 7521 Family, Adult, and Children First Council [Family and Children First Council]
- Fairfield County Job and Family Services
- 2024-06.18.l A resolution regarding a Grant Agreement between Dave Thomas Foundation for Adoption and Fairfield County Job & Family Services (FCJFS), the Protective Services Department (FCPS) [JFS]
- 2024-06.18.m A resolution to approve an amendment to a previously approved grant agreement between Dave Thomas Foundation for Adoption and Fairfield County Job & Family Services (FCJFS), the Protective Services Department (FCPS) [JFS]
- 2024-06.18.n A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services [JFS]
- Fairfield County Utilities Department
- 2024-06.18.o A resolution establishing discounted water and sewer rate pilot program for customers (Utilities) [Utilities]
- Payment of Bills
- 2024-06.18.p A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval. [Commissioners]
- The next Regular Meeting is scheduled for June 25, 2024, 9:00 a.m.
- Adjourn

**Regular Meeting #25 - 2024
Fairfield County Commissioners' Office
June 11, 2024**

Review Meeting

The Commissioners met at 9:00 a.m. at 210 E. Main St., Lancaster, OH. Commissioner Levacy called the meeting to order, and the following Commissioners were present: Jeff Fix, Steve Davis and Dave Levacy. County employees present: County Administrator, Aundrea Cordle; Clerk to the Commissioners, Rochelle Menningen; Communications and Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Treasurer, Jim Bahnsen; Auditor, Dr. Carri Brown; Assistant Prosecuting Attorneys, Austin Lines and Steven Darnell; Utilities Director, Tony Vogel; Facilities and EMA Director, Jon Kochis; JFS Director, Corey Clark; IT Director, Dan Neeley; JFS Deputy Director, Heather O'Keefe; JFS Budget Director, Josh Crawford; Chief Deputy Treasurer, Michael Kaper; Deputy Romine; Interim RPC Director, Holly Mattei; Economic and Workforce Development Director, Rick Szabrak; Executive Director of ADAMH, Marcy Fields; Workforce Development Specialist, Bayley Fields; FCFC Manager, Tiffany Wilson; Sheriff, Alex Lape; JFS Ongoing Services Manager, Cara Finney; Community Services Program Administrator, Krista Humphries; Fraud Case Manager, Heather Shields; and Deputy Director of HR, Abby Watson. Also in attendance: Sherry Pymer, Frank Martin, Barb Martin, Jo Price, Bryan Everitt, and Bruce Price.

Virtual attendees: Arika Farrar, Park Russell, Jennifer Morgan, Nic, Greg Forquer, Jeff Barron, Lori Hawk, Shelby Hunt, Nikki Drake, Jessica Murphy, Toni Ashton, Deborah, Ashely Arter, Lisa McKenzie, Lynette Barnhart, Tony Vogel, Joe Ebel, Vince Carpico, Aubrey, Tiffany Daniels, Jeanie Wears, Stacy Hicks, MJ, Abby King, Leighann Adams, Britney Lee, Shanda Wyrick, Connie Vargo, and Tony Howard.

Welcome

Commissioner Levacy opened the meeting by welcoming everyone in attendance.

Proclamation

The Commissioners presented a proclamation to the Liberty Union High School Girls Softball Team for winning the 2024 Division III State Championship. Commissioner Fix spoke about the significance of winning such a championship and added that the Commissioners and entire county are proud of the athletes for their accomplishment.

Coach Shaun Hochradel thanked the Commissioners for the recognition and spoke about the team's season. The team ended the season by winning 13 straight games. Earlier in the season the team was not ranked and rallied to beat the 6th, 5th, and 2nd ranked teams. We were down in the district championship game 4-0 and took the win.

Recognition of Cara Finney, Ohio START Champion of the Year

The commissioners congratulated JFS Ongoing Services Manager, Cara Finney, for receiving the Ohio START Champion of the Year award.

Ms. Finney thanked the Commissioners and spoke about the START program. She stated that START is the acronym for the Sobriety Treatment and Reducing Trauma program which works with families involved with child welfare whose parents are in drug and alcohol addiction recovery.

Regular Meeting #25 - 2024
Fairfield County Commissioners' Office
June 11, 2024

Mr. Clark stated that JFS is proud of everything Ms. Finney has accomplished and spoke about the significance of her being awarded at the state level.

Public Assistance Fraud Update

JFS Community Services Program Administrator, Krista Humphries, introduced Heather Shields, the JFS Fraud & Benefit Recovery Supervisor.

Ms. Shields stated that May was Public Assistance Fraud Awareness Month and thanked the Commissioners for recognizing it by proclamation. She added that there were 684 fraud referrals in 2023 and 45 proven fraud cases. Less than two percent of the food assistance recipients result in actual cases of fraud.

Commissioner Davis asked about the process for investigating the fraud referrals.

Ms. Shields stated that referrals often come from someone that is mad at the person they are reporting on and often the case involves an unintentional error on the part of a recipient. The 45 cases were proven to be extreme cases where documentation was intentionally fraudulent or withheld. Ms. Shields spoke about incentives, the dollars a county agency keeps from collections of overpayments of benefits. In 2023, Fairfield County received \$130,146 in incentives. Food assistance is the most referred upon fraud and most collected.

Commissioner Davis asked for clarification of collections of SNAP (Supplemental Nutrition Assistance Program.)

Ms. Shields replied that if a customer received more SNAP money than they should have received, the individual must repay the overage. She continued her presentation by speaking about the partnership that JFS has with the Prosecutor's Office. She added that the relationship is the reason collections of overpayments and fraud cases are successful. Ms. Shields provided a case review and stated that although the facts of the cases reviewed were severe, imprisonment is usually not the goal. In the case review situation, the offenders made full restitution and will forever have a felony on their records. She also spoke about food assistance program thefts through cloning and skimming of the SNAP cards. In 2022, the Consolidation Appropriations Act was signed into law allowing food assistance to victims of electronic theft. Ms. Shields provided the fraud hotline number which is available in the minutes along with the fraud PowerPoint presentation.

Commissioner Levacy asked if the SNAP cards contain a chip to deter theft.

Ms. Shields stated that they currently are not chipped but that it is being considered to alleviate some of the problems.

Executive Session to Discuss Security Matters

Commissioner Davis made a motion at 9:28 a.m. to go into Executive Session to Discuss Security Matters. The Commissioner asked that the following meet in Executive Session: The Commissioners, the County and Deputy County Administrators, Representatives from the Sheriff's Office, Representatives from the Prosecutor's Office, Dan Neeley, and Bart Hampson. Commissioner Fix seconded the motion.

Regular Meeting #25 - 2024
Fairfield County Commissioners' Office
June 11, 2024

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

Commissioner Fix made a motion at 9:57 a.m. to leave Executive Session. Commissioner Davis seconded the motion.

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

Personnel Policy Manual Update

Postponed to June 18, 2024, due to an illness.

Public Comment

Sherry Pymmer of Walnut Township spoke about industrial solar projects listed on the Ohio Power Siting Board. She stated that on the PGM site lists the amount of energy being used and spoke about her concern with only using renewable energy.

Legal Update

Mr. Darnell spoke about the resolution to transfer land to the Land Bank and stated that it is very similar to a 2018 transfer.

County Administration Update

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

Week in Review

Senate Bill 288

The Senate introduced Senate Bill 288 (Senator Matt Dolan) which allocates the full \$700 million from the One-Time Strategic Community Investment Fund (OTSCIF) that was created in the state operating budget.

There are a number of projects in Fairfield County that are on the project list and the county remains hopeful that will receive funding.

Commissioner Levacy gave his appreciation for Representatives LaRe and Miller, and Senator Schaffer, for their support of Fairfield County.

Commissioner Davis had a positive conversation with Senator Dolan about his proposed Senate Bill

Regular Meeting #25 - 2024
Fairfield County Commissioners' Office
June 11, 2024

Highlights of Resolutions

Administrative Approvals

The review packet contains a list of administrative approvals.

Resolution Review

There are 32 resolutions on the agenda for the Regular voting meeting.

Resolutions of note:

- A resolution declaring it necessary to levy a tax outside the ten-mill limitation and stating intent to place the renewal levy of an existing Mental health and Service levy on the November 5th General Election ballot.

Ms. Fields stated ADAMH is not asking for any increase in the levy but the renewal allows them to continue with the projects they have undertaken.

- There are four resolutions for ADAMH Board Members. One to add Dr. Cennell Boch to replace a Board member who resigned from the Board prior to the end of her term. And three resolutions to re-appoint Laura Coholich, Todd McCullough, and Ryan Holstine each to another four year term.
- A resolution which transfers property from Fairfield County to the Fairfield County Land Reutilization Corporation. The property is located on W. Fair Ave.
- A resolution authorizing ARP funds to FAIRHOPE Hospice & Palliative Care FAIRHOPE was negatively impacted by the COVID-19 pandemic.
- A resolution appointing Anthony Iachini, Vince Carpico, and Vince Utterback to the Fairfield 33 Community Reinvestment Area Housing Council.
- Resolutions for additional appropriations for the airport hangar project and for cyber security for IT.
- A resolution for a changer order for the elevator at the Fairfield Center.
- JFS has 14 resolutions for network contracts and amendments to previous network contracts.
- RPC has a resolution to approve a development agreement for Phase 1A of the Sycamore Grove subdivision.

Budget Review

- Budget Director, Bart Hampson, had nothing to report.

Calendar Review/Invitations Received

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

Regular Meeting #25 - 2024
Fairfield County Commissioners' Office
June 11, 2024

- Elder Abuse Awareness Breakfast, Life Church Vineyard, 5550 Lancaster Newark Rd. NE, Pleasantville
- Habitat for Humanity Celebration, June 27, 2024, 10:00 a.m., 325 E. Sixth Ave., Lancaster, Parking and Transit Shuttle – Mt. Pleasant Elementary School
- Ribbon Cutting Ceremony, Grand Re-Opening, June 26, 2024, 10:00 a.m., Kroger, 1045 Hill Rd. N, Pickerington

Correspondence Received

- Type II Expedited Annexation, 5.0+/- Acres from Pleasant Township to the City of Lancaster, Agent for the Petitioner, David Hodge
- Fairfield County Engineer's Office 2023 Annual Report
- Correspondence Regarding Industrial Solar Projects
- Thank You Email Regarding Industrial Solar Exclusionary Zones
- Press Release, Visit Fairfield County, June 2, 2024, "Bottoms Up: A Midcentury Barware Show by Gay Fad Studios. A Glass Town Identity is Reignited"
- Lancaster Eagle Gazette, Jeff Barron, June 5, 2024, "Commissioner Wants More Data on Workforce Center Success"
- Memo, Dr. Brown, County Auditor, June 6, 2024, Subject: Operating Indicators for Legislative and Executive Functions from 2018-2023
- Fairfield County Auditor's Wins of the Week, June 6, 2024
- Fairfield County Municipal Court Criminal/Traffic Fees Collected Report, May 2024
- Thank You Card from Lutheran Social Services to Commissioner Fix

Old Business

Commissioner Levacy attended career signing day and thought it was a great event. Bobby Carpenter, a local radio personality, gave the key note presentation.

Commissioner Fix also attended the career signing day and was encouraged to see how much the program has grown. He met with a number of elected officials and directors last week and enjoyed hearing about what people are working on around the county.

Commissioner Davis had the opportunity to speak with Senator Dolan on senate bill 265 which would transform Ohio's energy distribution system.

Commissioner Levacy looks forward to attending the Elder Abuse Awareness breakfast.

Director Clark thanked the Commissioners for their support of the event and emphasized that this is something that impacts many seniors in the community.

New Business

Mr. Kaper stated he looks forward to working with the Fair Board and Ag Society on the future of the property.

Regular Meeting #25 - 2024
Fairfield County Commissioners' Office
June 11, 2024

Auditor Brown stated her office is in the middle of the single audit. The number of checks issued annually has surpassed 30,000 and her office is looking to do more electronically. The next video will feature weights and measures and will explain how they test scales. She also prepared an Op-Ed about the owner occupancy credit. For Juneteenth, the Auditors office will have an outreach table at the event in downtown Lancaster. Lastly, she thanked HR for the first aid stations placed around the building.

Director Vogel will present a resolution next week to consider a pilot program for financial assistance for veterans and seniors.

Administrator Cordle stated the county is working on some communication pieces to promote the program.

Director Szabrak stated he will attend a retreat to hear from Ohio University on how to increase partnerships with the Columbus region.

Director Kochis will be hosting an EMA Director meeting to provide practical instruction to new Ohio County EMA Directors.

Director Clark stated the resolutions from JFS on the agenda are for contracts for placement of children.

Regular (Voting) Meeting

The Commissioners started their Regular (Voting) portion of the meeting, and the following Commissioners were present: Jeff Fix, Steve Davis and Dave Levacy. County employees present: County Administrator, Aundrea Cordle; Clerk to the Commissioners, Rochelle Menningen; Communications and Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Treasurer, Jim Bahnsen; Auditor, Dr. Carri Brown; Assistant Prosecuting Attorneys, Austin Lines and Steven Darnell; Utilities Director, Tony Vogel; Facilities and EMA Director, Jon Kochis; JFS Director, Corey Clark; IT Director, Dan Neeley; JFS Deputy Director, Heather O'Keefe; JFS Budget Director, Josh Crawford; Chief Deputy Treasurer, Michael Kaper; Deputy Romine; Interim RPC Director, Holly Mattei; Economic and Workforce Development Director, Rick Szabrak; Executive Director of ADAMH, Marcy Fields; Workforce Development Specialist, Bayley Fields; FCFC Manager, Tiffany Wilson; Sheriff, Alex Lape; Cara Finney; and Deputy Director of HR, Abby Watson. Also in attendance: Sherry Pymmer, Frank Martin, Barb Martin, Jo Price, Bryan Everitt, and Bruce Price.

Virtual attendees: Arika Farrar, Park Russell, Jennifer Morgan, Greg Forquer, Lori Hawk, Shelby Hunt, Jessica Murphy, Deborah, Ashely Arter, Lisa McKenzie, Lynette Barnhart, Tony Vogel, Joe Ebel, Vince Carpico, Aubrey, Jeanie Wears, Stacy Hicks, MJ, Abby King, Leighann Adams, Shanda Wyrick, Tony Howard, and Brian Wolfe.

Pledge of Allegiance

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

Announcements

There were no announcements.

Regular Meeting #25 - 2024 – June 11, 2024

- 6 -

**Regular Meeting #25 - 2024
Fairfield County Commissioners' Office
June 11, 2024**

Approval of Minutes for June 4, 2024

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the Minutes for the Tuesday, June 4, 2024, meeting.

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

Approval of Resolutions from the Fairfield County Board of Commissioners

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

- 2024-06.11.a A Resolution Authorizing the Approval of a Proclamation

- 2024-06.11.b A Resolution Declaring it Necessary to Levy a Tax Outside the Ten-Mill Limitation and Further Stating the Intent to Proceed to Place a Renewal of an Existing Mental Health and Services Levy on the November 5, 2024, General Election Ballot

- 2024-06.11.c A Resolution to Approve the Appointment of Dr. Cenell Boch to the ADAMH Board from Unappropriated into Major Expense Categories for the Hangar 2023 Capital Projects Fund

- 2024-06.11.d A Resolution Approving the Reappointment of Ms. Laura Coholich to the Fairfield County Alcohol, Drug Addiction, and Mental Health (ADAMH) Board

- 2024-06.11.e A Resolution Approving the Reappointment of Mr. Todd McCullough to the Fairfield County Alcohol, Drug Addiction, and Mental Health (ADAMH) Board

- 2024-06.11.f A Resolution Approving the Reappointment of Mr. Ryan Holstine to the Fairfield County Alcohol, Drug Addiction, and Mental Health (ADAMH) Board

- 2024-06.11.g A Resolution Transferring Real Property to the Fairfield County Land Reutilization Corporation and Authorizing Other Related Actions

- 2024-06.11.h A Resolution to Appropriate from Unappropriated in Major Expenditure Object Category for the Healthy Aging Grant, Fund# 2901

- 2024-06.11.i A Resolution to Approve an Authorized Use of American Rescue Plan Fiscal Recovery Funding and Appropriate from Unappropriated Funds for the County ARP Fiscal Recovery Fund, #2876, for Assistance to the Fairhope Hospice & Palliative Care, a Non-Entity, Anticipating a Payment as a Beneficiary to Allow for Support of Fairhope Hospice & Palliative Care Services which were Negatively Impacted by the COVID-19 Pandemic

**Regular Meeting #25 - 2024
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- 2024-06.11.j A Resolution Authorizing the Appointment of Anthony Iachini, Vince Carpico, and Vince Utterback as the Three Board of Fairfield County Commissioners' Appointees to the Community Reinvestment Area Housing Council of the Fairfield County Route 33 Community Reinvestment Area in Accordance with ORC Sections 3735.65 through 3735.70
- 2024-06.11.k A resolution authorizing appropriations from unappropriated into major expense categories for the General Fund# 1001, Fund to Fund Transfer to the Hangar 2023 Capital Projects Fund, & appropriations from unappropriated into major expense categories for the Hangar 2023 Capital Projects Fund
- 2024-06.11.l A Resolution to Appropriate from Unappropriated in Major Expenditure Object Category for the General Fund #1001, Information Technology
- 2024-06.11.m A Resolution Authorizing the Approval of Repayment of an Advance to the General Fund #1001

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

Approval of a Resolution from Fairfield County Facilities

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

- 2024-06.11.n A Resolution for Change Order #1 to the Contract with Moseley Elevator and the Fairfield County Commissioners

Director Kochis stated that the change order was for elevator lighting as required for the renovation.

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

Approval of Resolutions from Fairfield County Job and Family Services

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

- 2024-06.11.o A Resolution Regarding an Amendment for a Previously Approved Network Placement and Related Services Agreement between Journey Home Foster Care and Child Protective Services
- 2024-06.11.p A Resolution Regarding an Amendment for a Previously Approved Network Placement and Related Services Agreement between National Youth Advocate Program and Child Protective Services

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- 2024-06.11.q A Resolution Regarding an Amendment for a Previously Approved Network Placement and Related Services Agreement between Second Chance Dayton Group Home LLC and Child Protective Services Department
- 2024-06.11.r A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Bunker Hill Haven for Boys
- 2024-06.11.s A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Healings Pathways Transitional Homes, Inc
- 2024-06.11.t A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Home of Journeys, LLC
- 2024-06.11.u A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Journey Home Foster Care
- 2024-06.11.v A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Just Like Us Enrichment Agency
- 2024-06.11.w A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and NECCO, Inc
- 2024-06.11.x A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and ENA, Inc.
- 2024-06.11.y A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and the National Youth Advocate Program
- 2024-06.11.z A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Redemption House, Inc
- 2024-06.11.aa A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Unk's Place
- 2024-06.11.bb A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and The Village Network
- 2024-06.11.cc A Resolution to Approve a Memo Receipt and Expenditure for Fairfield County Job & Family Services, Fund #2015, Reimbursing Fund #2018

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2024-06.11.dd A Resolution to Approve a Memo Receipt and Expenditure for Fairfield County Job & Family Services, Fund #2599, Reimbursing Fund #2018

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

Approval of a Resolution from Fairfield County the Fairfield County Regional Planning Commission

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

2024-06.11.ee A Resolution to Approve a Development Agreement for the Sycamore Grove, Phase 1A Subdivision

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

Approval of the Payment of Bills

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

2024-06.11.ff A Resolution Authorizing the Approval of Payment of Invoices for Departments that Need Board of Commissioners Approval

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

Adjournment

With no further business, on the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to adjourn at 10:23 a.m.

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

The next Regular Meeting is scheduled for 9:00 a.m. on Tuesday, June 18, 2024, in the Commissioners' Hearing Room, 210 E. Main St., Lancaster.

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A resolution authorizing the approval of an advance from the general fund to EMA – Fund 2708 (Subfund 8331) G0003 State Homeland Security Grant Program Grant (SHSP)

WHEREAS, a grant has been awarded to the EMA to assist local efforts in preventing, protecting against, mitigating, responding to and recovering from acts of terrorism and other threats; and

WHEREAS, an advance is necessary in the amount of \$85,000.00 for the purpose of paying vendors in a timely fashion; and

WHEREAS, grant monies will be reimbursed as spent; and

WHEREAS, said advance shall be repaid to the General Fund when monies are received.

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

SECTION 1. Request the Fairfield County Commissioners make the following advance:

DEBIT	1001 090000 General Fund Advance	<\$85,000.00>
CREDIT	8331 223001 G0003 SHSP Grant	\$85,000.00

SECTION 2. Request that the advance be paid back to the General Fund, no later than December 15, 2025.

Prepared by: Christy Noland (6/13/2024)

cc: EMA
Commissioners – Christina Foster

**OHIO EMERGENCY MANAGEMENT AGENCY
GRANT AGREEMENT**

Subrecipient Grant Agreement #	Subrecipient Vendor ID #	Federal Pass-Thru #	AL #	State Fund #	State Grant #
23SHSP-019	56164	EMW-2023-SS-0024	97.067	3370	DPSFE287
FY2023 State Homeland Security Program		Total Award		Performance Period	
Fairfield County EMA and Homeland Security		\$85,000.00		09/01/2023 – 12/31/2025	
Subrecipient Signatory Office/Address				Recipient Signatory Office/Address	
Name/Title	Jon Kochis, EMA Director			Name/Title	Sima S. Merick, Executive Director
Agency	Fairfield County EMA and Homeland Security			Agency	Ohio Emergency Management Agency
Address	240 Baldwin Drive			Address	2855 W. Dublin-Granville Road
City, Zip	Lancaster	OH	43130-3343	City, Zip	Columbus
				OH	43235-2206

Grant Award Requirements

General Requirements:

- The following forms must be filled out, signed and returned with authorized signature to the Ohio EMA Grants Branch, via email to EMA_Grants@dps.ohio.gov within sixty (60) days after receipt of this Award:
 - Grant Agreement
 - Assurances & Disclosure of Lobbying Agreement
 - Other Required Forms
- Signatory of this Agreement must have authority to obligate the Subrecipient.

Federal Requirements

- When applicable, the Subrecipient shall provide proof of competitive procurement in accordance with applicable federal, state and local procurement laws and regulations through either submission of three quotes and/or bid package (i.e., request for quotes, advertisement of bid, bid specs, bid proposals, tabulations, etc.) or submission of pre-approved non-competitive procurement form.
- Ohio EMA reserves the right to request additional documentation and/or information prior to reimbursement and may deny reimbursement if it is determined that the goods or services purchased or that the procurement method used does not comply with state or federal grant requirements.
- Subrecipient affirms that funds will be disbursed within ten (10) days of receipt.
- Subrecipient agrees that it cannot undertake any project having potential impact on Environmental and Historical Preservation (EHP) resources without the prior approval of DHS-FEMA. Subrecipient must comply with all conditions placed on a project as a result of the EHP review. A change in scope of work will require EHP re-evaluation.
- Subrecipient agrees to comply with the grant requirements found in the most recent version of Title 2 Code of Federal Regulations (CFR) and the Federal Acquisition Regulations Part 31.2 as applicable and as amended.
 - Subrecipient shall have and use a procurement procedure which reflects applicable State and local laws and regulations, and conforms to Federal laws and the standards identified in **2 CFR 200**, in the expenditure, management and accounting of these funds for any procurement using these funds. Inclusive of the federal requirements is the need to utilize one of the approved procurement methods outlined in **2 CFR 200**.
 - Subrecipient shall only use funds in accordance with the **FY2023 HSGP Grant Program** Federal and State guidance and the rules, regulations and requirements contained within.
 - Subrecipient affirms these funds will not be used as a match for other federal programs and that funds will supplement, and not supplant, local, state or federal funds.

- d. Subrecipient affirms reimbursed funds through this grant have not been reimbursed through any other grant - federal or otherwise.
 - e. Subrecipient agrees to update and finalize the Biannual Strategy Implementation Report (BSIR) within the time frames provided by and as directed by Ohio EMA.
 - f. In accordance with 2CFR200.313 Equipment, the subrecipient agrees to maintain a current inventory listing (Master Asset Listing) of grant-funded equipment funded by this grant (wholly or in part) and any relevant certifications to be submitted upon request. A physical inventory (wholly or in part) will be conducted at least every two years. A current Master Asset Listing along with a yearly inventory certification must be submitted to Ohio EMA within 30 days after December 31 of each year for grant funded assets from the current and any previous awards.
 - g. Subrecipient shall submit policies and procedures annually as guided by the Ohio EMA Grants Branch.
 - h. Any amendment or modification of this Grant Agreement shall be pre-coordinated and made in writing, signed by both parties, and shall specify the changes and justification.
 - i. If applicable, Subrecipient shall not utilize Federal funds as a match for this grant.
6. Subrecipient agrees to be responsible for compliance with all applicable federal, state, and local laws and regulations, including but not limited to, equal employment opportunity, conflict of interest, ethics (ORC Chapter 102) and elections (ORC Chapter 3517).
 7. *Domestic preferences for procurement (2 CFR 200.322)* encourages the Subrecipient, to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States when procuring goods and services under Federal awards. This Part will apply to procurements under a grant or cooperative agreement. **This section includes the requirement that such term be flowed down to all contracts and purchase orders.**
 8. *Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms (2 CFR 200.321)* **requires the Subrecipient to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.**
 9. Subrecipient shall maintain all accounting records and supporting documents, papers and other evidence of this project in a separate location. Records of different federal fiscal periods and grants shall be separately identified and maintained. Subrecipient shall maintain all accounting records and supporting documents, papers and other evidence of this project and shall make such materials available at all reasonable times during normal business hours for inspection by any authorized representative of the State, the federal granting agency, or the United States Comptroller General for a period of at least three years after the federal closeout date (not three years from end of the performance period set forth in the Agreement.)
 10. Subrecipient is prohibited from transferring grant funds between various federal programs or awards.
 11. Subrecipient shall provide such information as may be requested by U.S. DHS to ensure compliance with any applicable environmental laws and regulations.
 12. Subrecipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this grant program.
 13. Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of Ohio EMA and U.S. DHS.
 14. Per DHS special conditions of the **FY2023 HSGP Grant Program**, the Subrecipient and Subrecipient's employees may not engage in trafficking of persons, procurement of commercial sex acts and/or use of forced labor in the performance of this award or during the duration that this award is in place.
 15. Subrecipient shall ensure that all applicable and appropriate guidance, rules, regulations and terms of this agreement are included in any sub-award or contract funded by these funds.
 16. Subrecipient agrees to abide by all applicable DHS Standard Terms and Conditions which are hereinafter incorporated as part of this Grant Agreement and attached in the **FY2023 HSGP Grant Program Guidance Document**.

State Requirements:

1. Subrecipient agrees that program funds are not available to be drawn until Ohio EMA accepts and approves all the submitted application forms and the executed signed Grant Agreement has been returned to Ohio EMA.
2. Subrecipient agrees to submit any proposed revision to their pre-approved budget via EM Grants System, with justification for review and approval by Ohio EMA prior to obligating funds for any such revision.
3. All procurements of \$10,000 and above must be pre-approved by Ohio EMA, prior to obligation of funds, via EM Grants System. Retro-active approval will not be granted and expenditures will not be reimbursed without pre-approval.

4. Any requests for inadequate competition or single source procurement must be pre-approved by Ohio EMA, prior to obligation of funds, via the procurement review process in EM Grants. Retro-active approval will not be granted and expenditures will not be reimbursed without pre-approval.
5. Subrecipient will draw down funds through submission of a "Reimbursement Request" via EM Grants to include proof of cost documentation **AND** proof of competitive procurement in accordance with applicable federal and state procurement laws and regulations through either submission of three quotes and/or bid package (i.e., request for quotes, advertisement of bid, bid specs, bid proposals, tabulations, etc.) and submission of pre-approved Procurement Review (for procurements of \$10,000 and above).
6. Ohio EMA reserves the right to request additional documentation and/or information prior to reimbursement and may deny reimbursement if it is determined that the goods or services purchased or that procurement method used does not comply with state or federal grant requirements.
7. Failure to demonstrate progress or report progress on a quarterly basis will result in de-obligation of grant funding.
8. This Grant Agreement, all rights, duties and/or obligations described herein may not be assigned or sub-contracted by the Subrecipient without prior consent of Ohio EMA.
9. Authorized Program Expenditures include approved budget line items in accordance with the **FY2023 HSGP Grant Program Guidance Document**.
10. Unauthorized Program Expenditures include: Any other costs without the prior approval of Ohio EMA as the State Administrative Agency (SAA).
11. Subrecipient agrees, to the extent permissible by applicable law, to be responsible for any and all liabilities or claims caused by or resulting from the Subrecipient's completion of the Project under this Grant Agreement. Nothing in this Grant Agreement shall be construed as an assumption of liability by Ohio EMA, Ohio Department of Public Safety, or U.S. Department of Homeland Security.
12. This Grant Agreement and documents referred to herein constitute the complete understanding of the parties with respect to this award. Whenever possible, each provision of this Grant Agreement shall be interpreted in such a manner as to be effective and valid under both Ohio and federal law. To the extent any provision is determined to be invalid the remainder of the Grant Agreement will not be invalid.
13. In the event the Subrecipient fails to follow proper procurement procedures or utilize these funds for the purposes set forth and in accordance with guidance, applicable laws and regulations, the Subrecipient shall be in default. In such event, Ohio EMA may: a) withhold further payment of funds to Subrecipient, b) require Subrecipient to reimburse all or any portion of funds, and/or (c) terminate the Grant Agreement. Before taking action, Ohio EMA will provide Subrecipient reasonable notice of intent to impose measures and will make efforts to resolve the problem informally. In the event that US DHS-FEMA or the State of Ohio determines that funds are not appropriated or otherwise available to support continuation of this sub-grant, this award shall be canceled. A determination of unavailability of funds shall be final and conclusive.
14. Subrecipient may request review of any decision made under this grant program to the Executive Director of Ohio EMA. Decisions of the Executive Director will be final.
15. Subrecipient is prohibited from modifying funded projects without prior written approval from Ohio EMA Grants Branch.
16. Funds not expended and reimbursed within the period of performance listed in this grant or as otherwise amended will be de-obligated.
17. Subrecipient agrees to reimburse State Administrative Agency for all costs and expenses incurred if an audit, monitoring visit or investigation determines the Subrecipient was in violation of the terms of this Grant Agreement (including local, state, and federal requirements). Reimbursement for such costs and expenses may be withheld from any amounts due to the Subrecipient pursuant the payment terms of this Grant Agreement.
18. Subrecipient agrees to review and abide by the applicable portions of DPS policy 501.39, and shall report to Ohio EMA any complaints alleging discrimination from clients, customers, program participants, or consumers of DPS or DPS grant recipients related to Subrecipient's actions under this Grant Agreement.

Subrecipient Signatory Official(s)	Date	Grantee Signatory Official	Date
	1/4/2023		11/8/2023
Jon Kochis, EMA Director Fairfield County EMA and Homeland Security, Subrecipient		Sima S. Merick, Executive Director Ohio Emergency Management Agency, State Administrative Agency	

Summary Sheet for Assurances and Certifications

Grant Year: FY2023

Grant Program: SHSP

This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for Federal Assistance.

An applicant must check each item that they are certifying to:

- Part I** SF-424B, Assurances for Non-construction Programs
- Part II** SF-424D, Assurances for Construction Programs
- Part III** GG Lobbying Form, Certification Regarding Lobbying
- Part IV** SF LLL, Disclosure of Lobbying Activities *(If applicable)*

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurances and certifications.

Jon Kochis

Director

Typed Name of Authorized Representative

Title

Jon Kochis

1/4/2024

Signature of Authorized Representative

Date Signed

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

<p>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> <p>Jon Kochis <i>Jon Kochis</i></p>	<p>TITLE</p> <p>Director</p>
<p>APPLICANT ORGANIZATION</p> <p>Fairfield County</p>	<p>DATE SUBMITTED</p> <p>01/04/2024</p>

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ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.


PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

<p>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> <p>Jon Kochis</p> 	<p>TITLE</p> <p>Director</p>
<p>APPLICANT ORGANIZATION</p> <p>Fairfield County</p>	<p>DATE SUBMITTED</p> <p>01/04/2024</p>

SF-424D (Rev. 7-97) Back

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.


(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
<input style="width: 100%;" type="text" value="Fairfield County EMA"/>	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input style="width: 100px;" type="text"/>	* First Name: <input style="width: 200px;" type="text" value="Jon"/> Middle Name: <input style="width: 150px;" type="text"/>
* Last Name: <input style="width: 300px;" type="text" value="Kochis"/>	Suffix: <input style="width: 80px;" type="text"/>
* Title: <input style="width: 250px;" type="text" value="Director"/>	
* SIGNATURE: 	* DATE: <input style="width: 100px;" type="text" value="01/04/2024"/>

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 02/28/2025

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
--	--	--

4. Name and Address of Reporting Entity:

Prime SubAwardee Tier if known:

* Name:

* Street 1: Street 2:

* City: State: Zip:

Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

* Name:

* Street 1: Street 2:

* City: State: Zip:

Congressional District, if known:

6. * Federal Department/Agency: <input type="text" value="DHS/FEMA"/>	7. * Federal Program Name/Description: <input type="text" value="Homeland Security Grant Program"/> CFDA Number, if applicable: <input type="text" value="97.067"/>
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8. Federal Action Number, if known: <input type="text"/>	9. Award Amount, if known: \$ <input type="text" value="85,000.00"/>
--	--

10. a. Name and Address of Lobbying Registrant:

Prefix * First Name Middle Name

* Last Name Suffix

* Street 1: Street 2:

* City: State: Zip:

b. Individual Performing Services (including address if different from No. 10a)

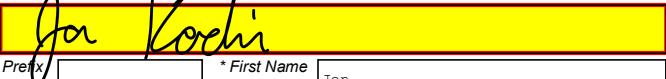
Prefix * First Name Middle Name

* Last Name Suffix

* Street 1: Street 2:

* City: State: Zip:

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* Signature: 

* Name: Prefix * First Name Middle Name

* Last Name Suffix

Title: Telephone No.: Date:

Federal Use Only: Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

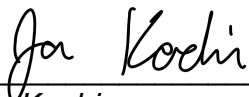
State of Ohio
Ohio Emergency Management Agency
NIMS Compliance Certification Statement

I, Jon Kochis, Director of the Fairfield County Emergency Management Agency. I have reviewed Fairfield County's application and supporting documentation to the Ohio Emergency Management Agency for NIMS implementation and compliance with NIMS objectives.

I hereby certify:

- (1) that the Fairfield County has sufficient legal authority provided by Fairfield County's lawfully enacted or promulgated statutes, ordinances, or regulations to adopt the NIMS requirements;
- (2) that such statutes, ordinances, or regulations are in full force and effect on the date of this certification;
- (3) that the tasks necessary to implement NIMS requirements have been accomplished to the "good faith effort" standard within the Fairfield County by all disciplines receiving direct benefit as a result of federal preparedness funding; and
- (4) that Fairfield County Emergency Management Agency has reviewed the specific tasks in the FEMA NIMS Implementation Objectives and completed the annual NIMS survey as provided by the Ohio EMA in its grant announcement.

To assist Ohio EMA's review of this application, additional evidence of compliance may be requested and reviewed by Ohio EMA and must be made available upon request. I understand failure to provide the information may result suspended or terminated funding.



Jon Kochis

Director, Fairfield County EMA

1/4/2024

Signature Page

Resolution No. 2024-06.18.a

A resolution authorizing the approval of an advance from the general fund to EMA – Fund 2708 (Subfund 8331) G0003 State Homeland Security Grant Program Grant (SHSP)

(Fairfield County Emergency Management Agency)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Bennett Niceswanger
Board of County Commissioners
Fairfield County, Ohio

A Resolution to Approve the Contract Bid Award for the 2024 Microsurfacing Project.

WHEREAS, the opening of sealed bids on June 4, 2024 for the 2024 Microsurfacing Project, resulted in the following bids

Pavement Maintenance Systems, LLC	\$768,287.13
Strawser Construction	\$791,936.66

WHEREAS, the Fairfield County Engineer is recommending that the Contract for the 2024 Microsurfacing Project be awarded to Pavement Maintenance Systems, LLC; 384 Industrial Parkway, Imlay City, MI 48444, a responsive and responsible Bidder, for the amount of \$768,287.13.

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

SECTION 1: that this Board of Commissioners resolves to, and does hereby, approve the Award to Bid in the amount of \$768,287.13, to Pavement Maintenance Systems, LLC for the 2024 Microsurfacing Project.

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

Prepared by: Randy Carter
cc: Engineering Department

Signature Page

Resolution No. 2024-06.18.b

A Resolution to Approve the Contract Bid Award for the 2024 Microsurfacing Project
(Fairfield County Engineer)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner Steven A. Davis,
this resolution has been Adopted:

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Bennett Niceswanger
Board of County Commissioners
Fairfield County, Ohio

A Resolution to Approve the Contract Bid Award for the 2024 Pavement Markings Project

WHEREAS, the opening of sealed bids on June 4, 2024, for the 2024 Pavement Markings Project, resulted in the following bids:

Oglesby Construction, Inc.	\$97,240.90
The Aero-Mark Company, LLC	\$75,914.11

WHEREAS, the Fairfield County Engineer is recommending that the Contract for the 2024 Paving Markings be awarded to The Aero-Mark Company, LLC, 500 Lena Drive, Aurora, Ohio 44202, a responsive and responsible Bidder, for the amount of \$75,914.11.

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

SECTION 1: that this Board of Commissioners resolves to, and does hereby, approve the Award to Bid in the amount of, to \$75,914.11 to Aero-Mark, Company, LLC for the 2024 Pavement Markings Project.

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

Prepared by: Randy Carter
cc: Engineering Department

Signature Page

Resolution No. 2024-06.18.c

A Resolution to Approve the Contract Bid Award for the 2024 Pavement Markings Project

(Fairfield County Engineer)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Bennett Niceswanger
Board of County Commissioners
Fairfield County, Ohio

A Resolution to Submit Drainage Improvement Estimates.

WHEREAS, pursuant to ORC 6137.03, the County Engineer shall inspect the drainage improvements in the county. On or before the first day of July of each year, the County Engineer shall report to the Board of County Commissioners both the following: (1)[6137.03(C)(1)] The County Engineer’s findings regarding the present condition of the drainage improvements in the county; (2) [6137.03(C)(2)] An estimate of the amount of funds necessary to repair and maintain the improvements for the following year; and

WHEREAS, the County Engineer has conducted said drainage improvement inspections and estimated each for needed maintenance, and

WHEREAS, the County Engineer is submitting the attached 2024 Fairfield County Drainage Maintenance District estimates to this Board of County Commissioners, and

WHEREAS, the County Engineer is requesting this Board of County Commissioners authorize the County Engineer to repair each drainage improvement with a condition rating of “3” or below and utilize the funds allocated to the individual drainage improvement in the Drainage Maintenance District Account(s).

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

SECTION 1: that this Board of Commissioners resolves to and does hereby, approve the attached 2024 Fairfield County Drainage Maintenance District estimates.

SECTION 2: that this Board of Commissioners resolves to and does hereby authorize the County Engineer to maintain the attached drainage improvement projects with a condition rating of “3” or below and utilize funding for such repairs from the Drainage Maintenance District designated for each drainage improvement.

SECTION 3: that the Clerk of this Board of Commissioners furnish the County Engineer with one signed copy of this Resolution for further processing.

2024-06.18.d

Prepared by: Cheryl Downour
cc: Engineering Department

2024 FAIRFIELD COUNTY DRAINAGE MAINTENANCE DISTRICTS

SUBDIVISION	PHASE /SECTION	TWP	CONDITION 1-5 **	REQUIRED MAINTENANCE	ESTIMATE
Arbaugh Ridge Estates		BLOOM	5	none	\$0.00
Ashley Creek	Sec 1	VIOLET	5	none	\$0.00
Ashley Creek	Sec 2	VIOLET	5	none	\$0.00
Ashley Creek	Sec 3	VIOLET	5	none	\$0.00
Ashley Creek	Sec 4	VIOLET	5	none	\$0.00
Ashley Creek	Sec 5	VIOLET	3,4	cb87 brick and mortar, cb75 fill sink hole, hw35 cut small trees	\$1,200.00
Bentwood Farms	Sec 2	VIOLET	3	cb20 brick and mortar	\$850.00
Bentwood Farms	Sec 3	VIOLET	3	cb21 brick and mortar	\$850.00
Brookside Estates		LIBERTY	5	none	\$0.00
Cansada Estates		VIOLET	4	hw3 cut small trees at inlet	\$150.00
Carroll Estates		GREENFIELD	3	not found co lot 9, 8, 7, 6, 4, 2; push cam line	\$1,200.00
Cedar Creek Estates	Ph 1,2	BLOOM	3	remove branches on hw 1 culvert 1; fill erosion with d rock on hw culvert 2	\$2,200.00
Chesapeake	1,2,3	VIOLET	4	s1cb11 remove debris	\$100.00
Chester Heights		VIOLET	3	cut and repair outlet Lateral A and install flap gate; mowing	\$1,350.00
Cook's Pond Estates		PLEASANT	3	not found co 29, 31, 8, 9, 11, 21; mowing	\$1,800.00
Crescent Cove		WALNUT	3	remove tree limbs at basin inlet, clear brush at outlet; clearing basin outlet	\$3,150.00
Crist Estates		BLOOM	5	none	\$0.00
Daysprings		VIOLET	3	clear channel upstream from hickenbottom in basin; clearing basin outlet	\$2,000.00
Deer Run Estates		BLOOM	5	none	\$0.00
Estates of Lake Forest		VIOLET	3	patch hole cb 29; remove dandy bag cb 5, 30, 16, 17, 41, 15	\$1,100.00
Eversole Business Park		GREENFIELD	3,4	hand ditch outlet at Setter Ct, cut small trees and brush at E and W basin outlets; mowing	\$1,300.00
Fairfield Farms	Sec 1	BLOOM	3	mowing; remove rock in co lot 49-50	\$950.00
Fairfield Farms	Sec 2	BLOOM	5	none	\$0.00
Forest Green Estates	Ph 1	LIBERTY	3	not found co lot 19, 22; cut small trees over line from lot 20 - 24; mowing	\$1,500.00
Glenshire III	Sec 4	VIOLET	3	cb 15 brick and mortar	\$850.00
Glenshire III	Sec 5, Ph 1	VIOLET	4	cb 11 fill hole with soil	\$150.00
Glenshire III	Sec 5, Ph 2	VIOLET	5	none	\$0.00
Greencastle Heights		BLOOM	3	remove branches on hw	\$250.00
Greenfield Estates	Ph 1	GREENFIELD	4	cb 5 fill hole with soil	\$150.00
Greenfield Estates	Ph 2	GREENFIELD	5	none	\$0.00
Greenfield Estates	Ph 3	GREENFIELD	4	co 11, 10,5 6" sdr cap and sleeve	\$200.00
Groves Ridge		PLEASANT	5	none	\$0.00

** CONDITION 5 - No work needed
4 - Minor problems, no work planned
3 - Maintenance needed
2 - Major problems, maintenance required
1 - Severe problems, emergency maintenance needed immediately

2024 FAIRFIELD COUNTY DRAINAGE MAINTENANCE DISTRICTS

SUBDIVISION	PHASE /SECTION	TWP	CONDITION 1-5 **	REQUIRED MAINTENANCE	ESTIMATE
Haaf Farms	Sec 3	VIOLET	3	cb 7, 27 brick and mortar, outlet trees hw from cb 12, outlet trees hw from cb 22; clear basin out let; mowing	\$10,100.00
Haaf Farms	Sec 4	VIOLET	4	cb 5 sink hole	\$150.00
Haaf Farms	Sec 5	VIOLET	5	none	\$0.00
Haaf Farms	Sec 6, Ph 1 & 2	VIOLET	3,4	cb 14, 20 sink hole, steps mh 5	\$1,200.00
Haaf Farms	Sec 7	VIOLET	4	cb 7 sink hole	\$150.00
Hampton Ridge	Ph 1	VIOLET	4	lot# 1 co need 8" ADS cap	\$100.00
Hampton Ridge	Ph 2	VIOLET	5	none	\$0.00
Heather Lake (Glen)	Sec 1	BLOOM	3	clear cattails at tile outlet for Ayrshire Ct; ditch / grade between lot 5-6; cut brush and sm trees at pipe 6	\$1,550.00
Heather Lake	Sec 2	BLOOM	3	clear cattails and grade ditch between lot 46-48; cut brush and sm trees at w. basin outlet and hw	\$8,850.00
Heather Lake	Sec 3	BLOOM	5	none	\$0.00
Heron Crossing	1	VIOLET	3,4	cb 4, 10 brick and mortar, cb 6 hw 11 sink hole / erosion; clear basin outlets; mowing	\$10,500.00
Heron Crossing	2	VIOLET	4	cb 10 sink hole	\$150.00
Heron Crossing	3	VIOLET	4	cb 3, 13, 29, 8, 10, 42	\$900.00
Heron Crossing	4	VIOLET	5	none	\$0.00
Heron Crossing West	1	VIOLET	3	fill sink holes s1p1 cb34, 39, 41, 43; s1p2 cb 85, 87; s1p1 cb44 ground surface saturated; s1p2 hole in pipe cb 87 - 94 line (cam 2023)	\$3,650.00
Heron Crossing West	2	VIOLET	3	cb 101 cracked lid; cb 110 offset casting; cattails hw 1, 2, 5, 6, 8; remove debris cb 23, 55, 56; remove dandy bag cb 14, 15; sink hole cb7, 49	\$3,300.00
Heron Crossing West	3	VIOLET	5	none	\$0.00
Hickory Ridge Estates	.	GREENFIELD	3	not found co lot 1, 2, 22	\$600.00
Hocking Run Estates	.	BLOOM	4	extend co C; ditching co Q, hw 3	\$900.00
Jefferson Farms	Ph 5	VIOLET	5	none	\$0.00
Jefferson Farms	Ph 6	VIOLET	5	none	\$0.00
Mallard Pond	Sec 2,3	VIOLET	3	hand ditch outlet at s3 hw 1	\$200.00
Mallard Pond	Sec 4 Ph 1-3, Sec 5 Ph 1-3	VIOLET	3	brick and mortar s5 cb 9, 13, 25; reset casting s4 mh2	\$3,150.00
Meadowmoore	Sec 1	VIOLET	5	none	\$0.00
Meadowmoore	Sec 2 Ph 1	VIOLET	4	sink hole cb 5, 7; clear basin outlets	\$7,800.00
Meadowmoore	Sec 2 Ph 2	VIOLET	3	hand ditch hw 1 outlet; cb 4 fill sink hole and push cam (about 5-10 ft from structure)	\$750.00
Meadowmoore	Sec 3 Ph 1 & 2	VIOLET	3	cut brush / bamboo at s3p1 hw 1	\$250.00
	Sec 3 Ph 2	VIOLET	3	shoot grade and machine ditch hw 4; sink hole cb 25; brick and mortar cb 30	\$2,500.00
Meadowmoore	Sec 3 Ph 3	VIOLET	5	none	\$0.00
Meadowmoore	Sec 4	VIOLET	4	hand ditch hw 1 outlet; machine ditch hw2 outlet; sink hole cb 12	\$1,400.00
Meadowmoore Reserve	1	VIOLET	3	offset casting mh 5, 6, 7, 43; mortar mh 43, 57; sink hole cb68	\$1,950.00
Meadowmoore Reserve	2	VIOLET	3	offset casting w/ dirt removal mh 58; mortar mh 2	\$750.00
Oak Creek	1	GREENFIELD	5	none	\$0.00
Oak Creek II	2	GREENFIELD	5	none	\$0.00
Ochs\Replat Valley View	.	PLEASANT	5	none	\$0.00
Ochs Subdivision	Ph 1	PLEASANT	5	none	\$0.00
Pheasant Ridge	Ph 1	BLOOM	5	none	\$0.00
Pheasant Ridge	Ph 2	BLOOM	5	none	\$0.00
Pine Hill Estates	.	BLOOM	4	remove debris mh3	\$150.00

** CONDITION 5 - No work needed
4 - Minor problems, no work planned
3 - Maintenance needed
2 - Major problems, maintenance required
1 - Severe problems, emergency maintenance needed immediately

2024 FAIRFIELD COUNTY DRAINAGE MAINTENANCE DISTRICTS

SUBDIVISION	PHASE /SECTION	TWP	CONDITION 1-5 **	REQUIRED MAINTENANCE	ESTIMATE
Ravines at Tollgate		VIOLET	3	mortar pipe hw 14	\$200.00
Rush Creek Estates	Ph 1	PLEASANT	3,4	lot 11 (start of Lat 'C') sink hole and co not found; Lot 8 co not found; push cam Lat 'B' at new fence behind lot 18	\$1,400.00
Rush Creek Estates	Ph 2	PLEASANT	2	push cam collector drain 'B' entire line backed up	\$800.00
Saddlebrook Farms	Sec 2 Pt 1	LIBERTY	3,4	sink hole cb 1, 6; cap and sleeve lot 4, 35; remove trees cb 35 - 36; fill sink hole RCP cb 6 - 7; debris co lot 34; check basin outlet	\$7,450.00
Sagamore Pond		VIOLET	4	clear basin outlets	\$1,200.00
Slate Ridge	Sec 1	BLOOM	4	sink hole cb 8	\$150.00
Slate Ridge	Sec 2	BLOOM	4	sink hole cb 29, 30	\$300.00
Slate Ridge	Sec 3	BLOOM	5	none	\$0.00
Slate Ridge	Sec 4	BLOOM	4	mowing	\$900.00
Spring Creek	Sec 1 Ph 1	VIOLET	3,4	cut small trees and brush cb Y2 - Y1 outlet; brick and mortar cb J16, J17	\$1,950.00
Spring Creek	Sec 1 Ph 2	VIOLET	5	none	\$0.00
Spring Creek	Sec 1 Ph 3	VIOLET	5	none	\$0.00
Spring Creek	Sec 2 Ph 1	VIOLET	3	brick and mortar cb L1; uncover mh J5; remove basin skimmer; mowing; clear basin outlets	\$8,850.00
Spring Creek	Sec 2 Ph 2	VIOLET	3	brick and mortar cb R1	\$850.00
Spring Creek	Sec 2 Ph 3	VIOLET	3,4	brick and mortar cb16; remove debris cb 2; buried sod mh 11; remove dandy bags cb 13, 14	\$1,700.00
Spring Creek	Sec 2 Ph 4	VIOLET	5	none	\$0.00
Spring Creek	Sec 3	VIOLET	3,4	cut brush s3p1B basin 2 outlet 35; remove dandy bag s3p1A cb 25, 29, 36, s3p1B cb 7, 8, 10, 36, s3p3 cb 20, 5, 24, 26, 9, 10, 31, 32, 35, 39, 40, 41, 38, 15, 16, 17; s3p3 buried in sod mh12; remove debris s3p3 cb 18, 25, 37, s3p1B basin 1 outlet 1	\$5,650.00
Spring Creek/Peyton Ridge		VIOLET	4	clear basin outlet	\$900.00
Summerfield XV		VIOLET	3, 4	sink hole cb 47, 56; brick and mortar cb 25, 29	\$1,900.00
Valley View	Sec 1	PLEASANT	4	cut brush hw 10 - 11	\$350.00
Valley View	Sec 2	PLEASANT	5	none	\$0.00
Views at Pine Hills	Ph 1	BLO	3	offset casting mh1	\$450.00
Views at Pine Hills	Ph 2	BLO/GRE	3	lot 24 shows mh8 and not 8" co - investigate; replace 8"cap and sleeve if ours	\$400.00
Violet Meadows	Sec 1	VIOLET	3	machine ditch / remove cattails hw 16; brick and mortar cb 20; clear basin outlets	\$9,900.00
Violet Meadows	Sec 2 Ph 1 & 2	VIOLET	3	buried in mulch s2p2 mh 47; hand ditch s2p1 hw 29 outlet	\$650.00
Violet Meadows	Sec 2 Ph 3	VIOLET	5	none	\$0.00
Violet Meadows	Sec 3	VIOLET	3,4	buried in sod cb 9; cut brush hw 5; brick and mortar cb 33, 34	\$2,350.00
Violet Meadows	Sec 4 Pt1&2	VIOLET	3,4	buried in sod s4p2 mh1; cut brush s4p1 cb 29; brick and mortar s4p1 cb 26; sink hole s4p1 cb 28	\$1,850.00
Violet Meadows	Sec 5 Ph1&2	VIOLET	3	buried in sod s5p1 mh 5	\$350.00
Violet Meadows	Sec 6, Ph1&2	VIOLET	3	buried in soil s6p2 mh 7	\$350.00
West Buckeye lake drainage improvement		WALNUT	3	remove fence post and replace section of pipe at hw 7; mowing clear basin outlets	\$4,400.00
Winding Creek	Sec 1	VIOLET	3	cut tree branches on hw 1	\$450.00
Winding Creek	Sec 2, Pt 1-4	VIOLET	3	buried in sod mh 40; cut tree hw at cb 9; brick and mortar cb 5, 7, 8, 31, 49	\$5,550.00
Winding Creek	Sec 2, Pt 5	VIOLET	5	none	\$0.00
Winding Creek	Sec 3, Pt 1-3	VIOLET	3,4	brick and mortar cb 14; sink hole cb 36; push cam cb 36 to mh32	\$1,750.00
Winding Creek	Section 4	VIOLET	5	none	\$0.00
Winding Creek	Sec 5 Ph 1	VIOLET	3	brick and mortar cb 8; cut brush and trees cb14 - 12 chipper truck needed,	\$3,350.00
Windy Hills	Re-Plat	HOCKING	5	none	\$0.00
Woodside Meadows		LIBERTY	6	ditch and flexmat EW 5 to stream lot 18; sink holes cb 6, 8, 9, 10, 11 and underdrain between cb 10 - 11; push cam underdrain from cb 8 - 9	\$3,050.00

** CONDITION
 5 - No work needed
 4 - Minor problems, no work planned
 3 - Maintenance needed
 2 - Major problems, maintenance required
 1 - Severe problems, emergency maintenance needed immediately

pg 3 of 4

2024 FAIRFIELD COUNTY DRAINAGE MAINTENANCE DISTRICTS

SUBDIVISION	PHASE /SECTION	TWP	CONDITION 1-5 **	REQUIRED MAINTENANCE	ESTIMATE
Woodstream	Sec 1	VIOLET	3,4	sink hole cb 65; brick and mortar cb 19, 35, 36, 39; clear debris cb 7, 37; mowing; clear basin outlets; cut brush and trees hw 13, 28	\$9,150.00
Woodstream	Sec 2 & 3	VIOLET	3	replace 200 ft of under drain in basin; brick and mortar cb 6; remove roots and debris cb 4, 28	\$4,750.00
Woodstream	Sec 4 Ph 1	VIOLET	3	brick and mortar cb 7, 20	\$1,700.00
Woodstream	Sec 4 Ph 2	VIOLET	5	none	\$0.00
Woodstream	Sec 5	VIOLET	3	brick and mortar cb 7	\$850.00
Lateral 'A'	Fairfield-Licking Joint	Walnut	5	see FCSWD report	\$0.00
Goss Ditch	Fairfield	Liberty	5	see FCSWD report	\$0.00

- ** CONDITION 5 - No work needed
4 - Minor problems, no work planned
3 - Maintenance needed
2 - Major problems, maintenance required
1 - Severe problems, emergency maintenance needed immediately

Signature Page

Resolution No. 2024-06.18.d

A Resolution to Submit Drainage Improvement Estimates.

(Fairfield County Engineer)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Bennett Niceswanger
Board of County Commissioners
Fairfield County, Ohio

A resolution to request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 2050 for annual inspections in various subdivisions as of 06/11/2024.

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

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

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

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

Section 1. Request that the Fairfield County Board of Commissioner Appropriate from Unappropriated funds in the amount of \$5,693.65 into the following category:

\$34.55	30205700-Contractual Services
\$105.65	30246700-Contractual Services
\$92.87	30249600-Contractual Services
\$92.87	30260500-Contractual Services
\$116.65	30269300-Contractual Services
\$159.18	30269600-Contractual Services
\$100.15	30280500-Contractual Services
\$502.23	30281000-Contractual Services
\$299.35	30281100-Contractual Services
\$294.95	30281400-Contractual Services
\$58.09	30282000-Contractual Services
\$562.52	30282700-Contractual Services
\$869.84	30282900-Contractual Services
\$502.23	30283000-Contractual Services
\$704.73	30283200-Contractual Services
\$869.84	30283700-Contractual Services

A resolution to request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 2050 for annual inspections in various subdivisions as of 06/11/2024.

\$200.30 30284500-Contractual Services
\$127.65 30284700-Contractual Services

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

Memo Receipt as reference:

16202401-434000 \$5,693.65

Memo Expenditure as referenced:

Vendor: Fairfield County Engineer’s Office
Amount: \$5,693.65
Paid: 06/11/2024

\$34.55 30205700-543000
\$105.65 30246700-543000
\$92.87 30249600-543000
\$92.87 30260500-543000
\$116.65 30269300-543000
\$159.18 30269600-543000
\$100.15 30280500-543000
\$502.23 30281000-543000
\$299.35 30281100-543000
\$294.95 30281400-543000
\$58.09 30282000-543000
\$562.52 30282700-543000
\$869.84 30282900-543000
\$502.23 30283000-543000
\$704.73 30283200-543000
\$869.84 30283700-543000
\$200.30 30284500-543000
\$127.65 30284700-543000

A resolution to request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 2050 for annual inspections in various subdivisions as of 06/11/2024.

**For Auditor's Office Use Only:
Section 1.**

\$34.55	30205700-543000
\$105.65	30246700-543000
\$92.87	30249600-543000
\$92.87	30260500-543000
\$116.65	30269300-543000
\$159.18	30269600-543000
\$100.15	30280500-543000
\$502.23	30281000-543000
\$299.35	30281100-543000
\$294.95	30281400-543000
\$58.09	30282000-543000
\$562.52	30282700-543000
\$869.84	30282900-543000
\$502.23	30283000-543000
\$704.73	30283200-543000
\$869.84	30283700-543000
\$200.30	30284500-543000
\$127.65	30284700-543000

Section 2. Issue an Amended Certificate in the amount of \$5,693.65 to credit of fund 2024

Section 3. Request that the Fairfield County Auditor, on behalf of the Budge Commission, update receipt line 16202401-434000 in the amount of \$5,693.65

Prepared by: Julie Huggins
cc: Engineer

Signature Page

Resolution No. 2024-06.18.e

A resolution to request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 2050 for annual inspections in various subdivisions as of 06/11/2024.

(Fairfield County Engineer)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Bennett Niceswanger
Board of County Commissioners
Fairfield County, Ohio

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

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

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

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

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

\$600,000.00 16202405-Capital Outlay

For Auditor's Office Use Only:

16202405-573600 \$600,000.00

Prepared by: Julie Huggins
cc: Engineer

Signature Page

Resolution No. 2024-06.18.f

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

(Fairfield County Engineer)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Bennett Niceswanger
Board of County Commissioners
Fairfield County, Ohio

A Resolution Authorizing the Approval of a Lease Agreement with New Horizons Mental Health Services for The Fairfield Center

WHEREAS, The Board of County Commissioners is committed to providing excellent government services in the northwest part of the County and has developed The Fairfield Center Complex for that purpose; and

WHEREAS, New Horizons Mental Health Services provides essential services and is a partner with many County Boards and Agencies; and

WHEREAS, this agreement details the terms and conditions for the leasing of office space located in The Fairfield Center; and

WHEREAS, the Fairfield County Facilities Director recommends that the lease for the property located at 12943 Stonecreek Drive, Pickerington, Ohio, be approved as such; and

WHEREAS, the proposed lease agreement has been approved by the County Prosecutor as to form.

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

Section 1. The Board of County Commissioners approves the attached Lease Agreement with New Horizons, as the lessee of the office space at 12943 Stonecreek Drive, Pickerington, Ohio, and authorizes the president of the Commission to sign the agreement.

Prepared by: Christy Noland

ROUTING FORM FOR CONTRACTS

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

- A. Goods and/or Services in excess of \$75,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. Goods and/or Services in excess of \$75,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. 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 \$75,000
 2. State Term #: _____ (copy of State Term Contract must be attached)
 3. ODOT Term #: _____ (See R.C. 5513.01)
 4. Professional Services (See the list of exempted occupations/services under R.C. 307.86)
 5. Emergency (Follow procedure under ORC 307.86(A))
 6. Sole Source (attach documentation as to why contract is sole source)
 7. Other: _____ (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 \$75,000 (as applicable)
 4. Purchase Order is included with Agreement

Signed this _____ day of _____, 20_____.

Choland

Name and Title

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

LEASE AGREEMENT

By this agreement made and entered into on June 13, 2024, between the Fairfield County Commissioners, as lessor, and NEW HAVEN MENTAL HEALTH as lessee, lessor agrees to lease to lessee the following premises situated at 12935 Stonecreek Drive, Pickerington, County of Fairfield, State of Ohio, as depicted in the attached Exhibit A, together with all the appurtenances, for a term of 1 year, to commence on July 1 2024, and to end on June 30, 2027 at 11:59 p.m., and lessee covenants and agrees to pay lessor a rental of \$10,785 as follows: \$898.75 per month with the first payment due on or before July 1, 2023, and subsequent payments on the 1st day of each succeeding month.

It is further understood and agreed between the parties as follows:

Section I. Peaceful Enjoyment

Lessor covenants that, on paying the rent and performing the covenants contained in this agreement, lessee shall and may peaceably and quietly have, hold, and enjoy the premises for the agreed term.

Section II. Use and Occupancy

Lessee shall use the leased premises exclusively for business purposes, and shall not, without lessor's consent, assign this lease, or let or underlet the whole or any part of the leased premises, or make any alterations.

Section III. Liability for Abandoning Premises

If the leased premises, or any part of the premises, are vacant during the term of this lease, lessor may, on giving 30 days' written notice to lessee, declare this lease forfeited and shall, in that event, make reasonable efforts to relet the premises. Lessee shall be liable to lessor for all damages suffered by lessor by reason of the forfeiture. Damages shall include, but shall not be limited to, the following: (1) all actual damages suffered by lessor, until the property is relet, including reasonable expenses incurred in reletting or in attempting to relet; and (2) the difference between the rent received when the property is relet and the rent reserved under this lease.

Until the premises are relet, lessee agrees to pay to lessor, on the same days as rental payments are due under this lease, the actual damages suffered by lessor since the last payment, either of rent or damages, was made. After the premises are relet, lessee agrees to pay to lessor, on the last day of each rental period, the difference between the rent received for the period from reletting and the rent reserved under this lease for that period.

Section IV. Utilities

Lessor shall be liable for payment of all real property taxes, utility costs and common area maintenance assessed against the leased premises and Lessee shall pay the costs for data and telephone services as desired.

Section V. Hazardous Materials

Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might increase the chance of fire on the leased premises, or that, ordinarily, would be considered "hazardous" or "extrahazardous" by any responsible insurance company.

Section VI. Repairs by Lessor

Upon written notice from lessee, lessor will repair any condition caused by normal wear and tear and which materially affects the physical health or safety of an ordinary tenant.

Section VII. Repairs by Lessee

In the event of damage beyond normal wear and tear, due to or resulting from the fault or negligence of lessee or lessee's agents, employees, invitees, or visitors, the damage shall be repaired by and at the expense of lessee under the direction and supervision of lessor.

Section VII. Lessor's Right of Entry for Inspection and Repairs

Lessor agrees to put the leased premises in good order and condition before giving possession to lessee, and lessor or lessor's agents shall have the right to enter the leased premises, or any part of the premises, at all reasonable hours with reasonable notice to lessee during the term of the lease for the purpose of inspection or of making repairs or alterations as are necessary for the preservation of the premises in safe condition.

Section VIII. Effect of Loss or Destruction of Premises

If the leased premises become totally untenable after a casualty loss by fire, smoke, hail, explosion, earthquake, or other casualty, and if the casualty loss is not due to the negligence or fault of the lessee, either lessor or lessee may terminate the rental agreement at any time prior to completion of repairs by giving written notice to the other. In the event of termination, the lessee shall only be entitled to a pro rata refund of rent from date of move-out and a refund of any security deposit as required by law.

Section XIV. Surrender of Possession at Termination of Lease

At the expiration of the lease term, lessee shall leave and surrender the premises in as good state and condition as they were in at the commencement of the term, reasonable use and wear of the premises and damages by the elements excepted.

Section XV. Default in Rent Payment

Upon any default in the payment of rent, or any part of the rent, at the times specified, or upon any default in the performance of any other covenants or agreements contained in this agreement, the lease, and the relation of landlord and tenant, at the option of lessor, shall cease and terminate.

Section XVI. Binding Effect on Successors and Assigns

The covenants and conditions contained in this agreement shall apply to and bind the heirs, executors, and legal representatives of the parties to this lease, and all covenants shall be construed as conditions.

Section XVII. Compliance with Rules and Regulations

The faithful observances of the Rules and Regulations adopted by lessor and applicable to the leased premises, are conditions on which the lease is made and accepted. Failure by lessee to comply with the rules and regulations, shall at lessor's option work a forfeiture of this lease and of lessee's rights under the lease.

This lease is executed at Fairfield County, Ohio.

LESSOR:

Name: _____

Title: _____

Date: _____

ACKNOWLEDGMENT CERTIFICATE

State of Ohio, County of _____

The foregoing instrument was acknowledged before me on this _____ (date) by _____ (name of person acknowledging).

(Notary Seal)

Signature of Notary Public – State of Ohio

My commission expires: _____ (date)

LESSEE:

NEW HORIZONS MENTAL HEALTH SVC

Name: PHI PULL

Title: CFO

Date: 6/13/2024

ACKNOWLEDGMENT CERTIFICATE

State of Ohio, County of Fairfield

The foregoing instrument was acknowledged before me on this 06/13/2024 (date) by Sarah Davis (name of person acknowledging).



SARAH DAVIS
Notary Public
State of Ohio
My Comm. Expires
06/18/2026

Sarah Davis
Signature of Notary Public – State of Ohio

06/18/2024

LEASE AGREEMENT

By this agreement made and entered into on JUNE 13, 2024, between the Fairfield County Commissioners, as lessor, and NEW HEBERON MENTAL HEALTH as lessee, lessor agrees to lease to lessee the following premises situated at 12935 Stonecreek Drive, Pickerington, County of Fairfield, State of Ohio, as depicted in the attached Exhibit A, together with all the appurtenances, for a term of 1 year, to commence on July 1 2024, and to end on JUNE 30, 2025 at 11:59 p.m., and lessee covenants and agrees to pay lessor a rental of \$10,785 as follows: \$898.75 per month with the first payment due on or before July 1, 2023, and subsequent payments on the 1st day of each succeeding month.

It is further understood and agreed between the parties as follows:

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Section II. Use and Occupancy

Lessee shall use the leased premises exclusively for business purposes, and shall not, without lessor's consent, assign this lease, or let or underlet the whole or any part of the leased premises, or make any alterations.

Section III. Liability for Abandoning Premises

If the leased premises, or any part of the premises, are vacant during the term of this lease, lessor may, on giving 30 days' written notice to lessee, declare this lease forfeited and shall, in that event, make reasonable efforts to relet the premises. Lessee shall be liable to lessor for all damages suffered by lessor by reason of the forfeiture. Damages shall include, but shall not be limited to, the following: (1) all actual damages suffered by lessor, until the property is relet, including reasonable expenses incurred in reletting or in attempting to relet; and (2) the difference between the rent received when the property is relet and the rent reserved under this lease.

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Lessor shall be liable for payment of all real property taxes, utility costs and common area maintenance assessed against the leased premises and Lessee shall pay the costs for data and telephone services as desired.

Section V. Hazardous Materials

Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might increase the chance of fire on the leased premises, or that, ordinarily, would be considered "hazardous" or "extrahazardous" by any responsible insurance company.

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Upon written notice from lessee, lessor will repair any condition caused by normal wear and tear and which materially affects the physical health or safety of an ordinary tenant.

Section VII. Repairs by Lessee

In the event of damage beyond normal wear and tear, due to or resulting from the fault or negligence of lessee or lessee's agents, employees, invitees, or visitors, the damage shall be repaired by and at the expense of lessee under the direction and supervision of lessor.

Section VII. Lessor's Right of Entry for Inspection and Repairs

Lessor agrees to put the leased premises in good order and condition before giving possession to lessee, and lessor or lessor's agents shall have the right to enter the leased premises, or any part of the premises, at all reasonable hours with reasonable notice to lessee during the term of the lease for the purpose of inspection or of making repairs or alterations as are necessary for the preservation of the premises in safe condition.

Section VIII. Effect of Loss or Destruction of Premises

If the leased premises become totally untenable after a casualty loss by fire, smoke, hail, explosion, earthquake, or other casualty, and if the casualty loss is not due to the negligence or fault of the lessee, either lessor or lessee may terminate the rental agreement at any time prior to completion of repairs by giving written notice to the other. In the event of termination, the lessee shall only be entitled to a pro rata refund of rent from date of move-out and a refund of any security deposit as required by law.

Section XIV. Surrender of Possession at Termination of Lease

At the expiration of the lease term, lessee shall leave and surrender the premises in as good state and condition as they were in at the commencement of the term, reasonable use and wear of the premises and damages by the elements excepted.

Section XV. Default in Rent Payment

Upon any default in the payment of rent, or any part of the rent, at the times specified, or upon any default in the performance of any other covenants or agreements contained in this agreement, the lease, and the relation of landlord and tenant, at the option of lessor, shall cease and terminate.

Section XVI. Binding Effect on Successors and Assigns

The covenants and conditions contained in this agreement shall apply to and bind the heirs, executors, and legal representatives of the parties to this lease, and all covenants shall be construed as conditions.

Section XVII. Compliance with Rules and Regulations

The faithful observances of the Rules and Regulations adopted by lessor and applicable to the leased premises, are conditions on which the lease is made and accepted. Failure by lessee to comply with the rules and regulations, shall at lessor's option work a forfeiture of this lease and of lessee's rights under the lease.

This lease is executed at Fairfield County, Ohio.

LESSOR:

[Handwritten Signature]

Name: David Levacy

Title: Commissioner

Date: 6/18/2024

ACKNOWLEDGMENT CERTIFICATE

State of Ohio, County of Fairfield

The foregoing instrument was acknowledged before me on this 18th day of June (date) by David L. Levacy (name of person acknowledging).



(Notary Seal)

[Handwritten Signature]

STACI A. KNISLEY Signature of Notary Public - State of Ohio
Notary Public, State of Ohio My commission expires: 9/21/27 (date)
My Commission Expires 9/21/27

LESSEE:

NEW HOUSTON MENTAL HEALTH SUE

Name: Pho Park

Title: CEO

Date: 6/13/2024

ACKNOWLEDGMENT CERTIFICATE

State of Ohio, County of Fairfield

The foregoing instrument was acknowledged before me on this 06/13/2024 (date) by Sarah Davis (name of person acknowledging).



SARAH DAVIS
Notary Public
State of Ohio
My Comm. Expires
[Date]

[Handwritten Signature]

Signature of Notary Public - State of Ohio

Prosecutor's Approval Page

Resolution No.

A Resolution Authorizing the Approval of a Lease Agreement with New Horizons
Mental Health Services for The Fairfield Center

(Fairfield County Facilities)

Approved as to form on 6/13/2024 2:03:11 PM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-06.18.g

A Resolution Authorizing the Approval of a Lease Agreement with New Horizons
Mental Health Services for The Fairfield Center

(Fairfield County Facilities)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner Steven A. Davis,
this resolution has been Adopted:

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Bennett Niceswanger
Board of County Commissioners
Fairfield County, Ohio

A resolution authorizing the approval of partial repayment of an advance to the General Fund from Fund# 7521 Family, Adult, and Children First Council

WHEREAS, the Fairfield County Commissioners advanced money into the Family, Adult, and Children First Council fund 7521 to cover operational expenses until grant reimbursements were received and;

WHEREAS, monies have been collected and deposited to make a portion of the repayment to the Fairfield County Commissioners;

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

Section 1a. Request that the Fairfield County Auditor repay the following advance in the amount of \$100,000.00:

DEBIT: 8160 090001 Help Me Grow – Early Intervention – Partial
Repayment of Advance \$100,000.00. (Fund 7521)

CREDIT: 1001 223000 General Fund Advances In - \$100,000.00

Prepared by: Morgan Fox, Fiscal Officer on behalf of FCFC.

Signature Page

Resolution No. 2024-06.18.h

A resolution authorizing the approval of partial repayment of an advance to the General Fund from Fund# 7521 Family, Adult, and Children First Council

(Fairfield County Family and Children First Council)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Bennett Niceswanger
Board of County Commissioners
Fairfield County, Ohio

A resolution authorizing the approval of partial repayment of an advance to the General Fund from Fund# 7521 Family, Adult, and Children First Council

WHEREAS, the Fairfield County Commissioners advanced money into the Family, Adult, and Children First Council fund 7521 to cover operational expenses until grant reimbursements were received and;

WHEREAS, monies have been collected and deposited to make a portion of the repayment to the Fairfield County Commissioners;

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

Section 1a. Request that the Fairfield County Auditor repay the following advance in the amount of \$25,000.00:

DEBIT: 8164 090001 Ohio Children’s Trust – Partial Repayment of Advance \$25,000.00. (Fund 7521)

CREDIT: 1001 223000 General Fund Advances In - \$25,000.00

Prepared by: Morgan Fox, Fiscal Officer on behalf of FCFC.

Signature Page

Resolution No. 2024-06.18.i

A resolution authorizing the approval of partial repayment of an advance to the General Fund from Fund# 7521 Family, Adult, and Children First Council

(Fairfield County Family and Children First Council)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Bennett Niceswanger
Board of County Commissioners
Fairfield County, Ohio

A resolution authorizing the approval of partial repayment of an advance to the General Fund from Fund# 7521 Family, Adult, and Children First Council

WHEREAS, the Fairfield County Commissioners advanced money into the Family, Adult, and Children First Council fund 7521 to cover operational expenses until grant reimbursements were received and;

WHEREAS, monies have been collected and deposited to make a portion of the repayment to the Fairfield County Commissioners;

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

Section 1a. Request that the Fairfield County Auditor repay the following advance in the amount of \$13,471.00:

DEBIT: 8157 090001 MSY FCSS – Partial Repayment of Advance
\$13,471.00. (Fund 7521)

CREDIT: 1001 223000 General Fund Advances In - \$13,471.00

Prepared by: Morgan Fox, Fiscal Officer on behalf of FCFC.

Signature Page

Resolution No. 2024-06.18.j

A resolution authorizing the approval of partial repayment of an advance to the General Fund from Fund# 7521 Family, Adult, and Children First Council

(Fairfield County Family and Children First Council)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Bennett Niceswanger
Board of County Commissioners
Fairfield County, Ohio

A resolution authorizing the approval of partial repayment of an advance to the General Fund from Fund# 7521 Family, Adult, and Children First Council

WHEREAS, the Fairfield County Commissioners advanced money into the Family, Adult, and Children First Council fund 7521 to cover operational expenses until grant reimbursements were received and;

WHEREAS, monies have been collected and deposited to make a portion of the repayment to the Fairfield County Commissioners;

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

Section 1a. Request that the Fairfield County Auditor repay the following advance in the amount of \$10,000.00:

DEBIT: 8195 090001 Safe Communities Grant Advances Out – Partial Repayment of Advance \$10,000.00. (Fund 7521)

CREDIT: 1001 223000 General Fund Advances In - \$10,000.00

Prepared by: Morgan Fox, Fiscal Officer on behalf of FCFC.

Signature Page

Resolution No. 2024-06.18.k

A resolution authorizing the approval of partial repayment of an advance to the General Fund from Fund# 7521 Family, Adult, and Children First Council

(Fairfield County Family and Children First Council)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Bennett Niceswanger
Board of County Commissioners
Fairfield County, Ohio

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

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

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

WHEREAS, this agreement shall be effective July 1, 2024 through June 30, 2025,

WHEREAS, all parties to the proposed agreement to the effective date of July 1, 2024, even though unavoidable delays in processing resulted in the agreement being presented for formal approval at a later point in time, and

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

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

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached Grant Agreement between Dave Thomas Foundation for Adoption and Fairfield County Job & Family Services (FCJFS), the Protective Services Department

Prepared by: Brandi Downhour
cc: JFS / Budget Manager



Dave Thomas
Foundation
for Adoption®

Forever Families for Children in Foster Care

May 24, 2024

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

Dear Mr. Clark,

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

The grant period will be from July 1, 2024 through June 30, 2025. The grant funds are restricted to the Wendy's Wonderful Kids program as described in the Grant Agreement.

Please sign and return the enclosed original Grant Agreement, along with the required Certificate of Insurance, within 7 days of receipt. I will sign the contract as soon as the purchase order is signed by the Ohio Department of Job and Family Services, which is expected to occur around July 1, 2024. A signed copy of the executed contract will then be sent to you. The grant payment will be disbursed quarterly in July, October, January, and April.

Your agency is required to submit bi-annual narrative and financial reports to the Foundation at wwk@davethomasfoundation.org. Financial reports should include a comparison of budget versus actual expenses as proposed in your program plan. Please use Exhibit 2 in the Grant Agreement for the narrative outline. Reports are due on January 15, 2025 and July 15, 2025. Monthly data will be due no later than the 7th of each month (for the previous month) for Wendy's Wonderful Kids adoption recruiters and the 15th of each month (for the previous month) for Wendy's Wonderful Kids supervisors via a database collection system managed by our evaluators.

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

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

Sincerely,

Rita L. Soronen
President & CEO



Wendy's Wonderful Kids Grant Agreement

THIS AGREEMENT is effective as of the 1st day of July, 2024, by and between the Dave Thomas Foundation for Adoption ("DTFA") and Fairfield County Job & Family Services ("Grantee").

WITNESSETH:

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

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

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

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

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

1. **Grant purpose and funding.** DTFA shall grant to Grantee seventy-five thousand dollars (\$75,000) (the "Grant") to be used exclusively to implement the WWK child-focused recruitment model to serve any child in foster care who does not have an identified legally permanent resource through reunification, adoption, or guardianship. The Grant is subject to and conditioned upon Grantee's strict compliance with the terms and conditions contained in this Agreement. The Grant period shall commence on July 1, 2024 (the "Effective Date") and shall terminate June 30, 2025 unless terminated sooner pursuant to this Agreement (the "Termination Date").
2. **Finalization goals.** Grantee shall use reasonable efforts to achieve a goal of five (5) matches and three (3) finalizations (including reunification, adoption, and guardianship) during the Grant period.
3. **Number of recruiters.** Grantee shall hire one (1) recruiter(s).
4. **Child-focused recruitment.** Grantee agrees that it will follow the child-focused recruitment model as a condition of this funding and requires each recruiter to provide the services listed below.
 - (a) **Conduct initial referral services.** Establish contact with the child's caseworker to introduce the role of WWK, gather initial referral information, establish a date to begin case file review and schedule an initial meeting with each child.

(b) **Establish relationship with the child.** Have, at minimum, monthly meetings with each child in person to develop openness and trust. If in-person meetings are impracticable due to the child's circumstances, recruiters shall consult with their WWK supervisor and DTFA Adoption Program Manager on alternate means to facilitate monthly communication with the child.

(c) **Review case record.** Conduct in-depth case record reviews of existing files (including SACWIS data systems) to identify:

- (i) Date and reason the child entered the system;
- (ii) Child's most recent profile and assessment;
- (iii) Chronological placement history;
- (iv) Significant services provided to the child, currently or in the past;
- (v) Identification of needed services;
- (vi) All significant people in the child's life, past and present, including, but not limited to, caseworkers, foster parents, attorneys, court-appointed special advocate (CASA) volunteers, teachers, therapists, relatives, mentors, faith-based representatives, extracurricular activity leaders, etc.; and
- (vii) Next upcoming court date.

(d) **Conduct diligent search.** Provide specific family service efforts by implementing the process of identifying and contacting persons with whom the child has, or had, a bond or relationship with, including birth, kin, and adoptive relatives, with the knowledge and approval of the child's caseworker. Recruiters diligently search for potential legally permanent families, to include aggressive follow-up with identified contacts.

(e) **Assess adoption readiness.** Develop an initial written assessment of each child's readiness for adoption, and provide updated assessments quarterly to assess the child's strengths, challenges, desires, preparedness for adoption and whether the child has needs that should be addressed before moving forward with adoption. If so, work with the child's caseworker to meet the child's needs. A copy of the assessment and updates will be provided to the child's caseworker upon completion. This assessment shall occur on an ongoing basis until finalization occurs.

(f) **Prepare child and family for adoption.** Provide adoption preparation to understand and address any barriers to adoption, including the child's willingness to be adopted and educate the child about adoption. During the matching process, assess whether the family is adequately prepared to meet the needs of the WWK child.

(g) **Build child's network.** Build a network with persons close to and knowledgeable about the child to identify people who can help work toward adoption and to develop a support system. These people may include relatives, foster parents, caseworkers, attorneys, CASA volunteers, teachers, therapists, mentors, faith-based representatives, extracurricular activity leaders, best friend's family, etc. and maintain regular and on-going contact with the child's network to help facilitate recruitment activities.

(h) **Develop recruitment plan.** Develop a comprehensive recruitment plan or enhance the existing recruitment plan. The plan shall be based on file review, interviews with significant adults, and the input of the child. The plan will be customized and defined by each child's needs. The plan will be reviewed

at minimum monthly and updated quarterly. A copy of the plan and updates will be provided to the child's caseworker upon completion.

(i) **Attend meetings.** Attend scheduled meetings regarding the child including, but not limited to, the pre-adoptive staffing, matching conferences, permanency roundtables, youth-centered permanency roundtables and semiannual administrative reviews (SARs) as invited.

(j) **Document efforts.** Maintain case files to document child-focused recruitment efforts.

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

6. **Focus population.** Grantee shall work with children in Ohio's focus population. The focus population includes children in permanent planned living arrangements, children in the permanent custody of agency who are over the age of nine (9), part of a sibling group, and/or in foster care for two (2) or more years. Grantee may also serve other youth waiting in foster care who are at risk of aging out of foster care without a legally permanent family at the request of the PCSA. Youth referred to the program must be under the age of eighteen (18), but the youth can continue to be served after the age of eighteen (18).

7. **Access to children and case records.** Grantee shall ensure that the custodial agency understands the child-focused recruitment model and provides the recruiter with access to children and each child's case records, including electronic case records, and provide DTFA with documentation of such access. Grantee shall inform DTFA of any changes in the status of access to children or case records within five (5) days of any such change.

8. **Outcome improvement plan.** In the event that either Grantee or the individual recruiter does not meet the finalization goals set forth above and/or does not implement the child-focused recruitment model with fidelity, DTFA may collaborate with Grantee as they develop an outcome improvement plan ("OIP") to address these issues. An OIP is intended to provide an opportunity for DTFA to deliver additional technical assistance and supports to Grantee in its implementation of the child-focused recruitment model. Grantee agrees and acknowledges that Grantee is solely responsible for all personnel decisions related to individual WWK recruiters and supervisors and that OIPs created by DTFA should not be used as the basis for Grantee's personnel decisions regarding individual WWK recruiters and supervisors.

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

10. **Training.** Grantee shall ensure that recruiters, recruiter supervisors, and other Grantee staff members that DTFA deems relevant to the proper functioning of this Agreement attend required trainings listed below. Further, Grantee shall encourage and permit the recruiter and/or the supervisor to attend other training opportunities that DTFA may, at its discretion, provide from time to time.

(a) **Required trainings.**

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

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

be reimbursed by DTFA up to a fixed amount dependent on Grantee's location. Reimbursement is at the discretion of DTFA and can change at any time.

(iii) Supervisor training. In addition to the requirements listed above, supervisors shall attend a virtual supervisor training session.

(b) **Summit**. Grantee shall ensure that the recruiter attends, and permit and encourage the supervisor to attend, any Wendy's Wonderful Kids Summits ("WWK Summits").

(c) **Emergency**. If there is an emergency that prevents attendance at a required training, Grantee must notify Grantee's DTFA Adoption Program Manager as soon as the emergency arises and make arrangements to attend subsequent trainings.

11. Supervision. Grantee shall appoint a supervisor to provide the duties listed below.

(a) Provide individual support and oversight for each WWK recruiter. Meetings with Grantee's DTFA Adoption Program Manager shall not replace consistent individual supervision between WWK recruiters and supervisors.

(b) Review all recruiter data each month to confirm that the data is complete, accurate, and reflects fidelity to the model. The monthly data shall be reviewed and approved by the supervisor on or before the date listed in Exhibit 1 attached hereto and incorporated herein.

(c) Ensure that individual child case files contain all required documentation.

(d) Ensure that WWK recruiter(s) maintain active caseload numbers as referenced in Section 5.

12. Required background checks. Grantee shall ensure that any and all Grantee staff who have contact with children and families served by WWK have all state and federally required background checks in conformance with applicable law.

13. Data. Grantee shall ensure that WWK recruiters enter the required demographic and performance data into the WWK Database monthly. If Grantee is not the custodial agency, Grantee shall ensure that the custodial agency of each child served permits the entry of such data. Grantee grants permission to DTFA to publicly share non-identifying, aggregate data regarding performance and the population of children served by the WWK program.

14. Use or storage of child and family information. If Grantee is not the custodial agency, Grantee shall ensure that the custodial agency of each child served approves Grantee's use of all systems, platforms, and software involving the use or storage of child and family information. Such systems, platforms, and software include, but are not limited to, family search technology tools (e.g., Connect Our Kids, LexisNexis, Seneca, social media), case management systems, Grantee email systems, etc.

15. Use of Grant funds.

(a) **Allowable uses**. Grantee shall use the Grant strictly in accordance with this Agreement and solely for the purpose of child-focused recruitment as documented in the Grantee Budget attached as Exhibit 5 and incorporated herein. Any requests to modify the budget must be submitted two (2) months before the Termination Date.

(b) **Non-allowable uses**. Non-allowable expenditures include:

(i) General recruitment tactics (such as public displays of children, match events, awareness materials, etc.).

(ii) Disbursement of the Grant, in whole or in part, to any organization, entity, or division or branch of any of the foregoing, whether or not formed by, controlled by, or under common control with Grantee, except with the prior written approval of DTFA.

(iii) The influence of legislation or the outcome of any election, to disseminate propaganda in connection therewith, or for any purpose prohibited by law.

(iv) Any purpose that might jeopardize the eligibility of either DTFA or Grantee for exemption from federal and state taxation.

(c) **Incurred expenses.** Expenses charged against the Grant may not be incurred prior to the Effective Date or subsequent to the Termination Date and may be incurred only as necessary to carry out the purposes of the Deliverables of this Agreement.

(d) **Supporting documentation.** Grantee shall be responsible for the expenditure of funds and for maintaining adequate supporting records.

(e) **Return of property and funds.**

(i) Equipment or property purchased with the Grant shall be the property of Grantee, provided that such expenditure does not divert the Grant from the Deliverables of this Agreement. If the Grant is terminated, such equipment or property shall be deemed to belong to DTFA, at its option.

(ii) Any funds from the Grantee Budget that are unused as of the Termination Date of this contract must be returned to DTFA within thirty (30) days.

(f) **Recruiter vacancies.** WWK recruiter vacancies of more than one (1) quarter may result in withholding the next quarterly grant disbursement at DTFA's discretion. Grantee shall consult with DTFA prior to filling any vacant positions.

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

(a) Grantee agrees to confer with DTFA within five (5) business days of receipt of any specific written requests and instructions and determine a reasonable timeframe for Grantee to satisfy the requests or instructions of DTFA, which timeframe shall be documented in writing.

(b) DTFA and Grantee expressly understand that any requests or instructions will be strictly to ensure the successful completion of the purpose in the State Contract and the Agreement, and are not intended to amend or alter this Agreement in any way.

(c) If Grantee believes that any requests or instructions would materially alter the terms and conditions of this Agreement, including but not limited to changing the amount of the Grant Funds needed for the Project, Grantee's costs or fees for performing under this Agreement, or the benefit to the children who are the subject of Grantee's services hereunder, Grantee will immediately notify DTFA in writing.

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

17. Produced material. In the event that the Project includes the development, distribution, and/or manufacture of print and/or audio-visual material or any other product (the “Product”), Grantee shall:

(a) Employ a development process that includes the consultation with focus groups, peer reviewers, or other advisory and consumer groups.

(b) Arrange to have a DTFA-approved acknowledgment affixed to the Product. DTFA shall provide the approved acknowledgment to Grantee. Grantee agrees that in the event that the Product shall be used, reproduced, or otherwise disseminated after the conclusion of the Grant period, Grantee shall continue to display the acknowledgment on the Product.

(c) Submit a prototype or mock-up of the Product for review by DTFA prior to its completion.

18. Copyrights. Grantee agrees and understands that any media produced pursuant to this Grant Agreement or acquired with Grant Agreement funds will become the property of the State. This includes all documents, reports, data, photographs (including negatives), and electronic reports and records.

(a) The State will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way the State deems appropriate.

(b) Grantee further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials and items produced under this Grant Agreement.

(c) Grantee will not include any copyrighted material in such produced media unless the copyright owner gives prior written approval for the State, DTFA, and Grantee to use the copyrighted material.

(d) Grantee understands that all materials and items produced under this contract will be made freely available to the public unless the State determines that certain materials are confidential under federal or state law.

(e) DTFA shall have a royalty free, non-exclusive, irrevocable license to reproduce, publish, alter or otherwise use and to authorize others to use any such materials in connection with DTFA activities.

19. Accounting and audit.

(a) Grantee consents to receiving all Grant payments via Automated Clearing House (ACH). Grantee agrees to complete the DTFA ACH Request Form and submit a new form as necessary.

(b) Grantee shall maintain a systematic record on a fund-accounting basis of the disbursement of funds and expenditures incurred under the terms of the Grant, and Grantee shall retain all supporting documents, including, without limitation, all bills, invoices, canceled checks, and receipts in Grantee’s files for a period of not less than five (5) years.

(c) Grantee shall furnish to DTFA or its designated agent copies of such documents within five (5) business days of DTFA’s request. DTFA or its designated agent, at DTFA’s expense, may audit or have audited the records of Grantee insofar as they relate to the disposition of the Grant, and Grantee shall

provide all necessary assistance in connection therewith. The right to audit conferred herein shall survive termination of this Agreement.

20. Operations.

(a) DTFA may, at its own expense, monitor, conduct, and evaluate the Project and Grantee's operations. This may include visits by representatives of DTFA to observe Grantee's Project procedures and operations and discussions with Grantee's personnel as DTFA deems necessary. Grantee shall fully cooperate with DTFA and its representatives and provide all necessary assistance to DTFA and its representatives in connection with such evaluation.

(b) Grantee shall provide DTFA with a copy of any agreement, memorandum of understanding, memorandum of agreement, or other documentation with a public or private agency that concerns services by the WWK recruiter.

21. Reports, photographs, and videotapes.

(a) Grantee shall furnish bi-annual narrative and financial reports to DTFA. The financial report shall be in the same format as the budget contained in and submitted as part of the Proposal. The schedule for the narrative and financial reports is attached hereto as Exhibit 1. Grantee shall submit data reporting as described by DTFA in Exhibit 1. The reports shall be in the format as is set forth in Exhibit 2 attached hereto and incorporated herein.

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

(c) Grantee shall attest that appropriate signed releases were obtained from each child's legal guardian prior to the photographing, filming, recording, and/or videotaping of any child identified as part of the Wendy's Wonderful Kids program. Photographs, film, recordings, and videotapes of the child may only be used by WWK recruiters as part of child-focused recruitment and should not be used for public displays, media, or presentations of any kind. Examples of use in child-focused recruitment include life books, video memories, and photo sharing within the child's network.

(d) In conformance with DTFA's obligations through its contract with the State, Grantee agrees that all records, documents, writings and other information, created or used pursuant to this Agreement will be treated according to the following terms with regard to the rights of the State and Grantee's records:

(i) ODJFS will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way ODJFS deems appropriate for any materials or items produced under this Agreement. Grantee further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Agreement. Grantee understands that all materials and items produced under this Agreement will be made freely available to the public unless ODJFS determines that certain materials are confidential under federal or state law.

(ii) All ODJFS information that is classified as public or private under Ohio law will be treated as such by Grantee. Should the nature of any information be in question, ODJFS will determine whether the information is public or private. Grantee will restrict the use of any information, systems, or records ODJFS or DTFA provides to the Project referenced in this Agreement. Grantee and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of ODJFS

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

(iii) Grantee information that is proprietary and has been specifically identified by Grantee as proprietary will be held as confidential by ODJFS and DTFA. Proprietary information is information that would put Grantee at a competitive disadvantage in Grantee's market place and trade if it were made public. ODJFS and/or DTFA reserve the right to require reasonable evidence of Grantee's assertion of the proprietary nature of any information. The provisions of this Section are not self-executing. Grantee must demonstrate that any information claimed as proprietary meets the definition of "trade secrets" found at ORC 1333.61. Grantee will defend such a claim.

(iv) All records relating to cost, work performed, supporting documentation for invoices submitted to DTFA, and copies of all materials produced under or pertaining to this Agreement will be retained by Grantee and will be made available for audit by DTFA or state and federal government entities that include but are not limited to, ODJFS, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials. The records and materials will be retained and made available for a minimum of three (3) years after Grantee receives the last payment pursuant to this Agreement. If an audit, litigation or similar action is initiated during this time period, Grantee will retain the records until the action is concluded and all issues are resolved, or until the end of the three-year period if the action is resolved prior to the end of the three-year period. If applicable, Grantee must meet the requirements of the federal Office of Management and Budget (OMB) Circulars A-110, A-122, and A-133. Grantee acknowledges, in accordance with ORC 149.43, that financial records related to the performance of services under this Agreement are presumptively deemed public records.

(v) All records relating to cost, work performed, supporting documentation for invoices submitted to DTFA, and copies of all materials produced under or pertaining to this Agreement will be retained by Grantee in accordance with the appropriate records retention schedule. The appropriate records retention schedule for this Agreement requires Grantee to retain records for five (5) years. If any records are destroyed prior to the date as determined by the appropriate records retention schedule, Grantee agrees to pay its own costs associated with any cause, action, or litigation arising from such destruction in which Grantee is named as a defendant.

(vi) Grantee agrees to retain all records in accordance to any litigation holds that are provided to them by ODJFS or DTFA, and actively participate in the discovery process if required to do so, at no additional charge. Litigation holds may require the Grantee to keep records longer than the approved records retention schedule. Grantee will be notified by ODJFS or DTFA when the litigation hold ends and retention can resume based on the approved records retention schedule. If Grantee fails to retain the pertinent records after receiving a litigation hold from ODJFS, Grantee agrees to pay its own costs associated with any cause, action or litigation arising from such destruction in which Grantee is named as a defendant.

(vii) Grantee hereby agrees to current and ongoing compliance with Title 42, Section 1320d through 1320d-8 of the United States Code (42 USC 1320d to 1320d-8) and the implementing regulations found at 45 CFR 164.502(e) and 164.504(e) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Grantee further agrees to include the terms of this section in any subcontracts that may be executed pursuant to this Agreement.

22. Contact with Wendy's[®] system. Grantee shall not initiate contact with any representative of The Wendy's Company or franchisee ("Wendy's affiliate"). If a Wendy's affiliate contacts Grantee, Grantee shall contact DTFA prior to further engaging with the Wendy's affiliate.

23. Public reporting, use of trademarks.

(a) Grantee shall follow all guidelines and procedures for using the DTFA name or logo as outlined in the “Brand Guidelines for WWK Agencies” document consistent with Exhibit 4, attached hereto and incorporated herein. Upon termination of the Agreement, Grantee shall remove any language regarding this Grant, DTFA, WWK, or the child-focused recruitment model from its materials, including but not limited to Grantee’s website.

(b) Grantee may present information on the WWK program at conferences, trainings, or other formal presentations with prior approval from DTFA. Grantee must provide DTFA notice at least three (3) weeks prior to submitting an abstract or proposal (if one is required) or prior to the presentation (if abstract or proposal are not required) and provide any and all materials for approval. Materials must abide by the “Brand Guidelines for WWK Agencies” document consistent with Exhibit 4.

(c) Grantee shall submit in draft form for DTFA’s approval any media statements relating to the use of the Grant or WWK and full information relating to the proposed release of any such statements to the media prior to release. Grantee shall refer to DTFA in all of its published materials (including press releases) which refer to the project. In all public statements referring to DTFA, Grantee shall refer to DTFA as “the Dave Thomas Foundation for Adoption” and shall refer to DTFA as a “nonprofit public charity in the United States with the mission of dramatically increasing the number of adoptions of children waiting in North America’s foster care systems.”

(d) Grantee shall receive prior written approval from DTFA before conducting or authorizing research involving the WWK program or the child-focused recruitment model and before sharing any research results with any external parties. DTFA shall have the right to participate in any such research, be notified upon completion of the research, and receive any research reports that are created.

(e) Grantee shall immediately inform DTFA of all known proposed positive media coverage opportunities involving any child or family that has been or is currently being served by WWK in advance. Advanced notice will allow DTFA to contribute content and/or propose opportunities to raise awareness, as applicable. For requirements concerning negative media coverage, please see the “Crisis Management Guidelines” attached as Exhibit 3 and incorporated herein.

(f) Grantee hereby authorizes DTFA to describe the Project, including the name of Grantee, and to reproduce photographs supplied by Grantee, in published reports or documents in any medium. Grantee shall send to DTFA copies of all papers, brochures, training materials, and other informational materials which it produces that are related to the Project.

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

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

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

(b) Each party to this Agreement shall be responsible for any negligent acts and/or negligent omissions committed by itself, its agents, and/or its employees. Each party shall be responsible to defend itself, its agents, and/or its employees and shall pay any judgments and costs arising out of such negligent acts and/or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one party to the other.

25. Grantee tax status. Grantee represents that it is a tax exempt organization as defined in the Internal Revenue Code of 1986, as now in effect or as may hereafter be amended (the “Code”), and is not a private foundation as defined in Sections 170 and 509 of the Code. Grantee shall give immediate notice to DTFA if Grantee ceases to be exempt from federal income taxation under the Internal Revenue Code or its status as not a private foundation under Section 509 is materially changed. Grantee shall apply funding from DTFA solely to exempt purposes specified in Section 170(c)(1) and Section 170(c)(2)(B) of the Code.

26. Termination of the Grant. Any portion of the Grant unexpended at the completion of the Project may be extended only by DTFA, in its sole discretion, or shall be returned to DTFA within thirty (30) days thereof. DTFA may, at its option, terminate the Grant upon the occurrence of any of the following events:

(a) Grantee ceases to be exempt from federal income taxation under the Code or there is any material change in Grantee’s tax status;

(b) Grantee uses any part of the Grant for any purpose other than those exempt purposes permitted under the Code;

(c) In DTFA’s judgment, Grantee becomes unable to complete the Project or otherwise carry out the Deliverables of the Grant or Grantee ceases to be an appropriate means of accomplishing the Project or the Deliverables of the Grant;

(d) DTFA determines in its sole and absolute discretion that DTFA needs to terminate its relationship with Grantee;

(e) Without limiting the foregoing, Grantee uses the Grant Funds in a manner inconsistent with Section 15 of this Agreement;

(f) During a crisis, Grantee fails to follow the Crisis Management Guidelines attached hereto as Exhibit 3;

(g) Grantee fails to comply with any provision of this Agreement; or

(h) DTFA’s contract with the State Agency is terminated such that the Grant Funds are no longer available for the project.

Within five (5) days after the occurrence of one of the foregoing events, or within five (5) days after receipt of written notice from DTFA with respect to the events described in clause (c), Grantee shall repay to DTFA any portion of the Grant which Grantee had received, but had not disbursed, all portions of the Grant which, although disbursed, are within Grantee’s control, and all portions of the Grant which, although disbursed, were disbursed by Grantee in a manner inconsistent with this Agreement.

27. Limitation, changes. DTFA shall have no obligation to provide other or additional support to Grantee for the Project or any other purpose. Any changes, additions, or deletions to the conditions of the Grant, including, without limitation, modifications to this Agreement shall be in writing and shall be effective only after receipt by Grantee of DTFA’s prior written approval, which may be withheld by DTFA in its sole discretion.

28. Grantee agreements, certification and compliance. By accepting this Agreement and by executing this Agreement, Grantee hereby affirms current and continued compliance with each condition listed in this Section. Grantee's certification of compliance with each of these conditions is required as part of receipt of the Grant funds based on State requirements and is considered a material representation of fact upon which DTFA relied in entering into this Agreement:

(a) Grantee shall comply with the requirements contained in OAC 126-1-02, Rates and requirements for reimbursement of travel expenses of state agents, authorized by ORC 126.31, which restricts spending on meals, lodging, and transportation.

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

(c) If Grantee's program involves an advisory committee, Grantee shall advise DTFA of the membership of such committee as soon as it is constituted and shall notify DTFA of all meetings in advance. DTFA may, at its option, attend all such meetings as an observer.

(d) If at any time, Grantee is not in compliance with the conditions affirmed in this Section (d), this Agreement will be considered *void ab initio* and DTFA will deliver written notice to Grantee. Any funds the State of Ohio paid Grantee for work performed before Grantee received notice that the Agreement is *void ab initio* will be immediately repaid or DTFA or the State of Ohio may commence an action for recovery against Grantee.

(i) **Federal debarment requirements.** Grantee affirms that neither Grantee nor any of its principals or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. Grantee also affirms that within three (3) years preceding this Agreement neither Grantee nor any of its principals:

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

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

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

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

(iv) **Finding for recovery.** Grantee affirms that neither Grantee nor its principals or subcontractors, is subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.

Grantee will incorporate the foregoing requirements of this Paragraph in all of its subgrants or subcontracts for any of the work prescribed herein.

(e) If at any time Grantee is not in compliance with the conditions affirmed in this Section (e), DTFA may immediately terminate this Agreement and will deliver written notice to Grantee. Grantee will be entitled to compensation, upon submission of a proper invoice, only for work performed during the time Grantee was in compliance with the provisions of this Section (e). Any Grant funds paid for work performed during a period when Grantee was not in compliance with this Section will be immediately repaid or DTFA and/or ODJFS may commence an action for recovery against Grantee.

(i) **Americans with disabilities.** Grantee, its officers, employees, and members hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Grantee will incorporate the foregoing requirements of this Paragraph in all of its subgrants or subcontracts for any of the work prescribed herein.

(ii) **Fair labor standards and employment practices.**

1. Grantee certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices, including ORC 125.111 and all related Executive Orders.

2. In carrying out this Agreement, Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, religious beliefs, political affiliation, creed, HIV/AIDS status, ethnicity, sex, age, national origin, ancestry, disability, sexual orientation, gender, gender identity, gender expression, pregnancy, marital status, familial status, veteran/military status, predisposing genetic characteristics, domestic violence victim status, prior arrest, or any other characteristics protected by applicable law in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion demotion, rate of compensation, and eligibility for in-service training programs.

3. Grantee agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.

4. If applicable, Grantee agrees to comply with the provisions of Equal Employment Opportunity Clause (41 CFR Part 60), the Davis-Bacon Act (40 USC 3141-3148), the Copeland Act (40 USC 3145), and the Contract Work Hours and Safety Standards Act (40 USC Chapter 37), regarding labor standards for federally assisted construction contracts. If applicable, Grantee agrees to comply with ORC Chapter 4115 and corresponding Ohio Administrative Code rules.

5. Grantee will incorporate the foregoing requirements of this Paragraph (ii) in all of its subgrants or subcontracts for any of the work prescribed herein.

(iii) **Ethics and conflicts of interest laws.**

1. Grantee certifies that by executing this Contract, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws. Grantee further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or Executive Orders.

2. Grantee agrees to refrain from promising or giving to any ODJFS employee anything of value that could be construed as having a substantial and improper influence upon

the employee with respect to the employee's duties. Grantee further agrees that it will not solicit any ODJFS employee to violate ORC 102.03, 2921.42, or 2921.43.

3. Grantee agrees that Grantee, its officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of Grantee's functions and responsibilities under this Agreement. If Grantee, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, Grantee agrees it will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215-3414 and to DTFA at 4900 Tuttle Crossing Blvd. Dublin, Ohio 43016. Grantee further agrees that the person with the conflicting interest will not participate in any Deliverables until ODJFS determines that participation would not be contrary to public interest.

(iv) **Lobbying restrictions.**

1. Grantee affirms that no federal funds paid to Grantee by DTFA through this Agreement or any other agreement have been or will be used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. Grantee further affirms compliance with all federal lobbying restrictions, including, 31 USC 1352. If this Contract exceeds One Hundred Thousand and 00/100 (\$100,000.00), Grantee affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations, and is in compliance with 45 CFR 2543.87 the Byrd anti-lobbying amendment.

2. Grantee certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.

(v) **Child support enforcement.** Grantee agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that Grantee and its employees meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable sections of ORC Chapters 3119, 3121, 3123, and 3125.

(vi) **Pro-Child Act.** If any Deliverables call for services to minors, Grantee agrees to comply with the Pro-Children Act of 1994; Public Law 103-277, Part C – Environment Tobacco Smoke that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of eighteen (18).

(vii) **Drug-free workplace.** Grantee, its officers, employees, members, any subcontractors and/or any independent contractors (including all field staff) associated with this Contract agree to comply with all applicable state and federal laws, including, but not limited to, 41 USC Chapter 10, regarding a drug-free workplace. Grantee will make a good faith effort to ensure that none of Grantee's officers, employees, members, or subgrantees will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property. Grantee will incorporate the foregoing requirements of this Paragraph in all of its subgrants or subcontracts for any of the work prescribed herein.

(viii) **Work programs.** Grantee agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.

(ix) **MBE/EDGE.** Pursuant to the Governor's Executive Order 2008-13S, Grantee agrees to purchase goods and services under this Contract from certified Minority Business Enterprise ("MBE") and Encouraging Diversity, Growth, and Equity ("EDGE") vendors whenever practicable. Grantee agrees to encourage any of its subgrantees or subcontractors to purchase goods and services from certified MBE and EDGE vendors. In accordance with 2 CFR 200.321, Grantee agrees to take affirmative steps to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible.

(x) **Expenditure of public funds for offshore services—Executive Order requirements.**

1. Grantee certifies that by executing this Agreement, it has reviewed, understands, and will abide by the Ohio Governor's Executive Orders 2019-12D and 2022-02D and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States. Grantee further affirms that no services from or investments in Russian institutions or companies will be purchased under this contract.

2. Prior to performing any services, and when there is a change in the location of any services provided under this Agreement, Grantee must disclose:

(a) The location(s) where all services will be performed by Grantee or any subcontractor;

(b) The location(s) where any state data associated with any of the services through this Contract will be accessed, tested, maintained, backed-up, or stored; and

(c) The principal location of business for the contractor and all subcontractors.

3. Grantee also affirms, understands, and agrees to immediately notify ODJFS and DTFA of any change or shift in the location(s) of services performed by Grantee or its subcontractors under this Agreement, and no services shall be changed or shifted to a location outside of the United States.

4. Termination, sanction, damages: DTFA is not obligated and shall not pay for any services provided under this Agreement that Grantee or any of its subcontractor performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Agreement, and Grantee shall immediately return to DTFA all funds paid for those services. In addition, if Grantee or any of its subcontracts perform any such services outside of the United States, DTFA may, at any time after the breach, terminate this Agreement for such breach, upon written notice to Grantee. If DTFA terminates the Agreement, DTFA or ODJFS may buy substitute services from a third party, and may recover the additional costs associated with acquiring the substitute services.

(xi) **Combatting trafficking in persons.**

1. Grantee agrees that it is in compliance with the Federal Acquisition Regulation (FAR) for Combatting Trafficking in Persons, 48 CVR Subpart 22.17, in which "the United States Government has adopted a zero tolerance policy regarding trafficking in persons." The provisions found in 48 CFR Subpart 52.22, specifically Subpart 52.222.50 are hereby incorporated into this Agreement by reference.

2. Grantee, its employees, its subcontractors, or subcontractor's employees are prohibited from the following activities:

- (a) Engaging in severe forms of trafficking in persons during the performance of this Agreement;
- (b) Procuring commercial sex acts during the period of performance of the Agreement; or
- (c) Using forced labor in the performance of the Agreement.

3. Grantee agrees that it shall notify its employees and require all of its subcontractors to notify their employees, of the prohibited activities described in the preceding paragraph.

4. DTFA has the right to immediately and unilaterally terminate this Agreement if any provision in this Section is violated and DTFA may implement Section 106(g) of the Trafficking in Persons Victims Protection Act of 2000, as amended (22 USC 7104).

(xii) **Civil rights assurance.** The Grantee hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.).

(xiii) **Clean Air Act and Federal Water Pollution Control Act.** Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Contract Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Regional Office of the United States Environmental Protection Agency (USEPA) and ODJFS.

(xiv) **Energy Policy and Conservation Act.** Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act in accordance with 42 U.S.C. 6201. Violations must be reported to the Regional Office of the USEPA and ODJFS.

(xv) **Solid waste disposal.** Grantee agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the USEPA at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 of the value of the quantity acquired during the preceding federal fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the USEPA guidelines.

(xvi) **Rights to inventions.** If applicable, if any products or services under this Agreement meet the definition of “funding agreement” under 37 CFR 401.2(a), and Grantee enters into a subcontract or subgrant with a small business firm or nonprofit organization regarding the substitution of parties or performance of experimental, developmental, or research work under that funding agreement, the Grantee must comply with the requirements of 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any applicable federal and state regulations.

(xvii) **Certification of compliance.** Grantee certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.

29. Subcontracting. Subcontracting of Grantee's services under this Agreement is subject to the approval of DTFA. Any subcontracts for Grantee's services under this Agreement shall be approved in writing by DTFA prior to execution. Subcontracting of Grantee's services is subject to Section 30 of this Agreement regarding Assignment.

30. Assignment. Grantee may not assign this Agreement, the Grant, or any rights or obligations contained in this Agreement.

31. Independent contractor. Grantee agrees that no agency, employment, joint venture, or partnership has been or will be created between DTFA and Grantee. Grantee further agrees that as an independent contractor, it assumes all responsibility for any federal, state, municipal, or other tax liabilities along with worker's compensation, unemployment compensation, and insurance premiums that may accrue as a result of funds received pursuant to this Agreement. Grantee agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, the Internal Revenue Code, state tax law, workers' compensation law, and unemployment insurance law.

32. Governing law and venue. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Ohio and any action brought regarding this Agreement shall be filed in federal or state courts having jurisdiction over Franklin County, Ohio. The Parties hereby waive their rights to federal diversity jurisdiction.

33. Notices. Any notices, requests, and other communications relating to this Agreement or the Grant made under this Agreement shall be made in writing and shall be sent by United States mail, except any notices sent pursuant to Section 26 of this Agreement shall be sent by certified or registered mail, return receipt requested, and with all postage prepaid, addressed as follows:

If to DTFA:

Dave Thomas Foundation for Adoption
4900 Tuttle Crossing Blvd.
Dublin, OH 43016

If to Grantee: to the address appearing below its signature on the last page of this Agreement.

34. Headings. The headings to the sections of this Agreement have been included for the convenience of reference and shall have no effect on any questions of interpretation or construction of this Agreement.

35. Savings clause. If any provision(s) of this Agreement is declared invalid or unenforceable, the other provisions shall remain in full force and effect and be construed in a fashion that gives meaning to all other provisions of this Agreement.

36. Entire agreement. The terms and conditions contained in this Agreement and its exhibits supersede and replace all prior oral or written agreements and understandings between the parties with respect to the subject matter of this Agreement and shall constitute the entire agreement between the parties with respect thereto. DTFA and Grantee specifically acknowledge that any prior agreements, including Grant Agreements to fund existing WWK recruiters, are superseded by this Grant Agreement. This Agreement shall not be modified or amended except by a writing duly executed by authorized representatives of Grantee and DTFA.

37. Authorization. The individual executing this Agreement on behalf of Grantee hereby represents that he/she is duly authorized to execute this Agreement on behalf of Grantee and that the responsible

governing body of Grantee has authorized the acceptance of the Grant from DTFA on the terms and conditions contained in this Agreement.

38. Counterparts, facsimile. This Grant Agreement may be executed in any number of counterparts and by facsimile, each of which shall be an original, but such counterparts shall together constitute one and the same documents. DTFA and Grantee agree that electronic signatures will have the same legal effect as original (i.e., ink) signatures and that an electronic, scanned, facsimile, or duplicate copy of any signatures will be deemed an original and may be used as evidence of execution.

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

DAVE THOMAS FOUNDATION FOR ADOPTION

By: _____

Date _____

Name: Rita L. Soronen
Title: President & CEO

(GRANTEE)

By: _____

Date _____

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

Exhibit 1

Schedule of Narrative, Financial, and Statistical Reports

Bi-Annual Narrative and Financial Reports due to the Dave Thomas Foundation for Adoption via email to wwk@davethomasfoundation.org:

- January 15, 2025 (for July 2024 – December 2024)
- July 15, 2025 (for January 2025 – June 2025)

Recruiter Monthly Statistical Online Database Reports due:

- August 7, 2024
- September 7, 2024
- October 7, 2024
- November 7, 2024
- December 7, 2024
- January 7, 2025
- February 7, 2025
- March 7, 2025
- April 7, 2025
- May 7, 2025
- June 7, 2025
- July 7, 2025

Supervisor Monthly Statistical Online Database Review due:

- August 15, 2024
- September 15, 2024
- October 15, 2024
- November 15, 2024
- December 15, 2024
- January 15, 2025
- February 15, 2025
- March 15, 2025
- April 15, 2025
- May 15, 2025
- June 15, 2025
- July 15, 2025

Exhibit 2
Report Forms
Bi-Annual Narrative Outline

Mid-Year Narrative Report

Agency Name:
Site Name(s):
Date Submitted:
Reporting Period:

Directions:

- Use only the WWK ID# when referencing a specific child; **DO NOT INCLUDE any identifying information** (names, initials, diagnoses, etc.). Once completed, submit the narrative and financial reports (if applicable) to: wwk@davethomasfoundation.org
- Provide one report per agency
- Scaling states should submit one report for each WWK team

Agency Finalization Goal(s):

- Please provide your agency’s finalization goal(s) for the contract/agreement year with outcomes for the 6-month reporting period (adoption/guardianship/reunification):

Child-focused recruitment example: For non-scaling states, share one example *per recruiter*. For scaling states, please share one story *per team*. Examples should provide specific details of child-focused recruitment efforts. If the example is of a child who was matched or finalized (adoption, guardianship, or reunification) please include how the family was identified for the child.

*As a reminder, use only the WWK ID# when referencing a specific child. **Do not include any identifying information** (names, initials, diagnoses, etc.).

-

Budget: If applicable, using your approved budget’s bi-annual report template, compare the approved line-item budget with actual mid-year expenditures. Describe any significant variances in each budget category below. Travel funds allocated for the WWK Summit must be returned if it is canceled, hosted virtually, or the recruiter or supervisor did not attend when held in person. Budget modification requests must be submitted two months prior to the end of the grant year. Unspent funds must be returned to the Foundation.

Salary:
•

Benefits:

-

Office Supplies/Equipment:

-

Travel:

-

Summit:

-

Recruitment Activities:

-

Indirect:

-

Please submit the completed narrative and financial reports (bi-annual report tab of the approved budget) with actual expenditures to wwk@davethomasfoundation.org.

By signing below, or typing my name, I acknowledge that I have reviewed the narrative report before its submission.

Supervisor Signature:

Name:

Date:

Recruiter Signature(s):

Name:

Date:

Name:

Date:

Year-End / End of Agreement Bi-Annual Report

Agency Name:
Site Name(s):
Date Submitted:
Reporting Period:

Directions:

- Once completed, submit the narrative and financial reports (if applicable) to: wwk@davethomasfoundation.org
- Provide one report per agency
- Provide this report at the end of each year, reflecting total yearly outcomes and total actual costs (if applicable) for the full agreement period

Agency Goals:

- Please provide your agency's match goal(s) with year-end outcomes:

- Please provide your agency's finalization goal(s) with year-end outcomes (adoption/guardianship/reunification):

Barriers: Discuss any systemic barriers that the recruiter or team experienced that impacted their ability to implement the child-focused recruitment model with fidelity, meet their goals and/or complete the required monthly visitation with all youth in active status. Please include steps you have taken to address the barriers and indicate if the Foundation can offer additional assistance or support. [*Note: Supervisors should consistently monitor monthly visits reported in the WWK database using the Child Portfolio report.](#)

-

Wendy's Wonderful Kids program materials: Please attach any Wendy's Wonderful Kids program materials produced during the prior year to assist with education on child-focused recruitment, referrals, etc. (e.g., PowerPoint presentations, brochures, etc.).

-

Budget: If applicable, using your approved budget template's bi-annual report tab, compare the approved line-item budget with actual expenditures for the year-end financial report. Describe any significant variances in each budget category below. Travel funds allocated for the WWK Summit must be returned if it is canceled, hosted virtually, or the recruiter or supervisor did not attend when held in person. The Foundation will invoice your agency for unspent funds.

Salary:

-

Benefits:

-

Office Supplies/Equipment:

-

Travel:

-

Summit:

-

Recruitment Activities:

-

Indirect:

-

Submit the year-end narrative and year-end financial reports (bi-annual budget report tab of the approved budget completed with total actual expenditures, if applicable) to wwk@davethomasfoundation.org.

By signing below, or typing my name, I acknowledge that I have reviewed the narrative report before its submission.

Supervisor Signature:

Name:

Date:

Recruiter Signature(s):

Name:

Date:

Name:

Date:

Revised March 2024

Exhibit 3

Crisis Management Guidelines

What is a crisis?

A crisis is an issue or activity that could potentially damage the reputation of your agency, the Foundation, the Wendy's Wonderful Kids program, or the Wendy's brand. Examples of crises may include, but are not limited to:

- Allegations of abuse or mismanagement leveled against the agency likely to generate media coverage;
- Injury, abuse or death of a Wendy's Wonderful Kids child under the agency's caseload;
- Dismissal of a Wendy's Wonderful Kids recruiter, whether fired or let go for any reason;
- Allegations of abuse or mismanagement leveled against the Wendy's Wonderful Kids recruiter; or
- Allegations of abuse committed by a family recruited by the agency through the Wendy's Wonderful Kids program.

What should your agency do?

- Contact the Foundation as soon as you are aware of any issues or incidents that may damage the reputation of your agency, the Foundation, Wendy's Wonderful Kids program, or the Wendy's brand.
- Work with the Foundation to determine the seriousness of the issue and formulate a media strategy and response, if necessary.
- Respond to media inquiries regarding all issues involving Wendy's Wonderful Kids recruiters and child-related issues AFTER you have consulted with the Foundation. It is always in your agency's best interest to be proactive, honest and to sincerely express your concern for the welfare of all children in your care.
- Contact the Foundation at any time about a crisis or a potential crisis and refer associated media inquiries to:

Rita Soronen, President & CEO
Dave Thomas Foundation for Adoption
(614) 764-8482 (office)
(614) 595-1564 (cell)
Rita.Soronen@davethomasfoundation.org

Exhibit 3A
Crisis Management Guidelines
Memorandum of Understanding

The undersigned does hereby acknowledge that they have read and understand the Crisis Management Guidelines and agree to contact the Dave Thomas Foundation for Adoption immediately in the event of any incidents that could potentially negatively impact this agency, the Dave Thomas Foundation for Adoption, the Wendy's Wonderful Kids program, or the Wendy's brand.

Executive Director/President & CEO: _____

Grantee/Organization: _____

Date: _____

Exhibit 4

Brand Guidelines Acknowledgment

DTFA understands the importance of sharing the work of the Wendy’s Wonderful Kids program with community members and professionals. When sharing information about the WWK program, it is essential that the DTFA logo and brand are represented consistently and with DTFA’s prior knowledge. Grantees must submit drafts of all publicity and promotional materials to DTFA for approval before they are printed or distributed in accordance with DTFA’s “Brand Guidelines for WWK Agencies” document. By signing below, Grantee acknowledges and agrees with the following:

- Grantee has received the “Brand Guidelines for WWK Agencies” document.
- Grantee understands the contents of this document.
- Grantee will follow, and instruct Grantee’s staff to follow, the “Brand Guidelines for WWK Agencies” document.
- Upon termination of the Agreement, Grantee will remove any language regarding this Grant, DTFA, WWK, or the child-focused recruitment model from its materials, including but not limited to Grantee’s website.

Executive Director/President & CEO: _____

Agency/Organization: _____

Date: _____

Exhibit 5
Grantee Budget

Agency Name	Fairfield County Protective Services
Grant Period	July 1, 2024-June 30, 2025
Number of Recruiters	1

Description	Budget	
	Amount	%
Total Grant Amount	\$ 75,000.00	
Recruiter Costs (up to \$75,000 per recruiter)	\$ 75,000.00	
Salary of the Recruiter	\$ 54,800.00	73.1%
Recruiter Benefits	\$ 14,860.00	19.8%
Total Personnel Costs	\$ 69,660.00	92.9%
Offices Supplies/Equipment	\$ 2,300.00	3.1%
Travel Expenses	\$ 590.00	0.8%
Child-Focused Recruitment	\$ 2,450.00	3.3%
Total Direct Costs	\$ 75,000.00	100.0%
Total Indirect Costs (Administrative, Infrastructure, Other Indirect)	\$ -	0.0%
Supervisor Costs (up to \$20,000 per recruiter)	\$ -	0.0%
Total Costs	\$ 75,000.00	
Must equal zero	\$ -	100%

**Dave Thomas Foundation for Adoption
Wendy's Wonderful Kids
Budget Template**

Agency Name Fairfield County Protective Services

Number of Recruiters 1

Budget Item: Recruiter Salary & Benefits

<u>Specific Item</u>	<u>Total Budgeted Amount Per Recruiter</u>	<u>Allocation method used to determine total costs are required</u>
Recruiter Salary	\$ 54,800.00	Salary from July-December @ rate of 25.68 per hour for the first half of year (26,707.20) & 26.96 per hour for the second half of year (28,038.40)
Recruiter Benefits		
Social Security @ 6.2%	\$ -	
Medicare @ 1.45%	\$ -	
Health/Dental Insurance	\$ 14,860.00	Health/Dental rate 1613.86 per month (\$19,366.32)
Worker's Compensation	\$ -	
Life Insurance	\$ -	
Short-term/Long-term Disability	\$ -	
Retirement/Pension	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
TOTAL RECRUITER BENEFITS	\$ 14,860.00	

**Dave Thomas Foundation for Adoption
Wendy's Wonderful Kids
Budget Template**

Agency Name Fairfield County Protective Services

Number of Recruiters 1

Budget Item: Offices Supplies/Equipment

<u>Specific Item</u>	<u>Total Budgeted Amount Per Recruiter</u>	<u>Only budget for those items that are necessary to implement child-focused recruitment. Allocation methods are required.</u>
Computer/Laptop	\$ -	
Office Supplies	\$ -	
Telephone/Cell Phone Expense	\$ 1,100.00	Cell phone cost of \$50.86 per month and data plan for Surface Pro at \$35.10 per month for 12 months (\$1031.52)
Internet Service	\$ -	
Printing	\$ 1,200.00	Copier yearly maintenance cost is \$1169
	\$ -	
	\$ -	
	\$ -	
TOTAL OFFICE SUPPLIES/EQUIP.	<u>\$ 2,300.00</u>	

Replacement computers will not be approved within three years of the last purchase. The date of last purchase and the site name are REQUIRED.
Office supplies may include postage used for diligent search efforts in addition to other supplies.
The total of telephone and cell phone expenses combined should not exceed \$100 per month per recruiter.
Printing expenses are limited to child-focused recruitment efforts which may include printing for lifebooks or other adoption preparation activities.

**Dave Thomas Foundation for Adoption
Wendy's Wonderful Kids
Budget Template**

Agency Name Fairfield County Protective Services

Number of Recruiters 1

Budget Item: Travel Expenses

<u>Specific Item</u>	<u>Total Budgeted Amount Per Recruiter</u>	<u>Only budget for those items that are necessary to implement child-focused recruitment. Allocation methods are required and travel must follow ODJFS guidelines.</u>
Reimbursable Miles	-	
Standard Rate per mile	0.00	Not to exceed the IRS Standard Rate
Mileage Reimbursement	\$ -	
WWK Summit		
Travel	\$ 100.00	Mileage to Summit + \$20 per day parking for 3 days
Hotel	\$ 420.00	\$210 per Recruitment for two night stay
Meals	\$ 70.00	\$35 per meal per recruiter for 2 nights
Other Expenses	\$ -	
Rental Cars	\$ -	
Additional travel related expenses (tolls, etc.)	\$ -	
	\$ -	
	\$ -	
	\$ -	
TOTAL TRAVEL	\$ 590.00	

Enter the standard reimbursement rate for your organization in cell **C16**. This amount shall not exceed the IRS standard rate.
Summit Travel: Hotel costs should be budgeted at \$210 per night for two nights. Travel funds allocated for Summit must be returned if the Summit is canceled, hosted virtually or the recruiter did not attend when held in-person.
If your agency has additional work-related travel expenses, please provide details and the allocation method used to determine each expense.

**Dave Thomas Foundation for Adoption
Wendy's Wonderful Kids
Budget Template**

Agency Name Fairfield County Protective Services

Number of Recruiters 1

Budget Item: Child-Focused Recruitment

<u>Specific Item</u>	<u>Total Budgeted Amount Per Recruiter</u>	<u>Only budget for those items that are necessary to implement child-focused recruitment. Allocation methods are required.</u>
Diligent Search: Search Engine costs	\$ 1,200.00	\$100 per month for diligent search for youth on Recruiter caseload. Recruiter on agency's Lexis/Nexis contract
Meeting to engage the youth's personal network for recruitment efforts	\$ -	
Relationship Building: Recruiter/Youth	\$ 1,000.00	Gift cards for youth on Recruiter caseload (\$25/card - \$400 total) for birthdays (16 youth total). Relationship building activities (\$50/youth - \$600 total) for Recruiter and youth (lunch, activity in community, etc).
Youth/Potential Adoptive Families	\$ 250.00	Support relationship building for five youth and their matches (\$50 per match) (meals and other activities for youth and match to participate in)
Recruiter/Custodial Organization	\$ -	
TOTAL RECRUITMENT	\$ 2,450.00	NOT TO EXCEED \$3,000 PER RECRUITER FOR FULL-TIME RECRUITER
		\$ 3,000.00

Monthly in-person visits with each active youth are required. Relationship building expenses may be allocated up to \$150 per month per recruiter.

Relationship building / strengthening expenses between the youth and potential adoptive resource may be allocated up to \$100 per potential match; please refer to your match goal. Relationship building between the recruiter(s) and the custodial organization; up to \$100 per year per county served may be allocated for light refreshments when educating custodial agencies on CFR for support and referrals.

**Dave Thomas Foundation for Adoption
Wendy's Wonderful Kids
Budget Template**

Agency Name Fairfield County Protective Services

Number of Recruiters 1

Budget Item: Indirect Expenses

<u>Specific Item</u>	<u>Total Budgeted Amount Per Recruiter</u>	<u>Allocation methods are required</u>
Administrative Costs	\$ -	
Office Infrastructure	\$ -	
Other Indirect Costs (attach supporting documents)	\$ -	
TOTAL INDIRECT EXPENSES	\$ -	NOT TO EXCEED 10% OF GRANT AMOUNT

7500

Please report indirect / overhead administrative costs and office infrastructure with the allocation method used for each. If your agency has an approved federal indirect cost rate, please provide that documentation.

Indirect Costs that cannot be included as overhead costs can be summarized with the allocation method used. Provide supporting documentation if applicable.

**Dave Thomas Foundation for Adoption
Wendy's Wonderful Kids
Budget Template**

Agency Name Fairfield County Protective Services

Number of Recruiters 1

Budget Item: Supervisor Costs

	Total Budgeted Amount Per Site	It is not necessary to budget for every line item. Only budget for costs that are necessary for supervision of the recruiters implementing child-focused recruitment.
PERSONNEL COSTS		
Salary	\$ -	
Benefits	\$ -	
TOTAL PERSONNEL COSTS	\$ -	
OFFICE SUPPLIES		
Office Supplies	\$ -	
Telephone/Cell Phone Expense	\$ -	
Internet Service	\$ -	
Printing	\$ -	
TOTAL OFFICE SUPPLY COSTS	\$ -	
TRAVEL		
Reimbursable Miles	-	
Standard Rate per mile	\$ -	Not to exceed the IRS Standard Rate
Mileage Reimbursement	0.00	
WWK Summit		
Travel	\$ -	
Hotel	\$ -	
Meals	\$ -	
Other Expenses	\$ -	
TOTAL TRAVEL COSTS	\$ -	
TOTAL SUPERVISOR COSTS	\$ -	NOT TO EXCEED \$20,000 PER RECRUITER \$ -

Travel must be specific to child-focused recruitment needs

**Dave Thomas Foundation for Adoption
Wendy's Wonderful Kids
Budget Template**

Agency Name Fairfield County Protective Services

Number of Recruiters 1

Explanation of Agency Absorbed Expenses

<u>Line Item</u>		<u>Please add any costs that your agency may absorb related to the grant per line item. This information helps us determine the actual cost of the program at your agency.</u>
Recruiter Costs		
Recruiter Salary	\$ -	
Recruiter Benefits	\$ 4,507.00	This is the amount above what is included in the grant request to cover the cost of the recruiters insurance for the entire 12 months
Offices Supplies/Equipment	\$ -	
Travel Expenses	\$ -	
Recruitment Activities	\$ -	
Indirect Costs	\$ -	
Supervisor Costs	\$ -	
Total Program Costs	\$ 4,507.00	

For DTFA information only. This information does not link to the budget.



A Contract regarding WWK 2024-2025 between Job and Family Services and

Approved on 6/10/2024 11:27:53 AM by Heather O'Keefe, Deputy Director

Heather O'Keefe
Deputy Director

Approved on 6/11/2024 3:07:55 PM by Corey Clark, Director of Fairfield County
Job & Family Services

Corey Clark, Director
Fairfield County Job & Family Services



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

Auditor of State - Unresolved Findings for Recovery Certified Search

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

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

Contractor's Information:

Name: ,
Organization: **Wendy's Wonderful Kids**
Date: **6/5/2024 1:57:11 PM**

This search produced the following list of **6** possible matches:

Name/Organization	Address
Bowens, Michelle	122 Woodhill Drive
McCowen, Jr., Earnest	4461 Spruce Creek Drive, Apt. 5
Owen, Robert	13 Forestdale Avenue
Owens, Robert	13 Forestdale Avenue
Owens, Sherran	1904 Lennox Avenue
Owens, Art	1039 Starling Rd.

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

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

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

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



Data Bank Report Generation Issues [Show Details](#)

Jun 5, 2024



[See All Alerts](#)

Important Reqs and Certs Update [Show Details](#)

Mar 1, 2024



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

Search

All Words

e.g. 1606N020Q02

Select Domain
All Domains



Filter By





Keyword Search

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

Simple Search

Search Editor

Any Words 

All Words 

Exact Phrase 

e.g. 1606N020Q02

"Wendy's Wonderful Kids" 

Federal Organizations

Enter Code or Name 



Status 

Active

Inactive

Reset 



No matches found

Your search did not return any results.

To view Entity Registrations, you must sign in.

[Sign In](#)

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

[Yes](#)

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⚠ WARNING

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

This system contains Controlled Unclassified Information (CUI). All individuals viewing, reproducing or disposing of this information are required to protect it in accordance with 32 CFR Part 2002 and GSA Order CIO 2103.2 CUI Policy.

SAM.gov

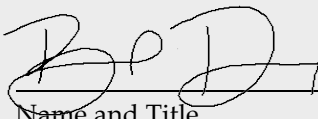
An official website of the U.S. General Services Administration

ROUTING FORM FOR CONTRACTS

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

- A. Goods and/or Services in excess of \$50,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. Goods and/or Services in excess of \$50,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. The subject matter was exempt from competitive selection for the following reason(s):
1. Under \$50,000
 2. State Term #: _____ (copy of State Term Contract must be attached)
 3. ODOT Term #: _____ (See R.C. 5513.01)
 4. Professional Services (See R.C. 307.86)
 5. Emergency (Follow procedure under ORC 307.86(A))
 6. Sole Source (attach documentation as to why contract is sole source)
 7. Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. Agreement not subject to Sections A-F (explain): _____
- H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
 2. No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 3. Obtained 3 quotes for purchases under \$50,000
 4. Purchase Order is included with Agreement

Signed this _____ day of _____, 20_____.



Fiscal Supervisor

Name and Title

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



Dave Thomas
Foundation
for Adoption®

Wendy's
Wonderful Kids®

Wendy's Wonderful Kids
Agencies

Brand Guidelines

February 2024

Every
child is
adoptable

Overview

The Dave Thomas Foundation for Adoption has created a variety of materials to build awareness of the Wendy's Wonderful Kids (WWK) program in your community.

Visit "Additional Resources" on the DTFA University home page to access these brand guidelines and more.

If you need customized materials, this guide outlines visual requirements and messaging. Please contact your Adoption Program Manager to determine the best materials and/or approach to support your needs.

If you are contacted by a Wendy's® franchise owner or operator, please notify the Foundation prior to further communication. Please do not initiate contact with Wendy's franchise owners and operators or other representatives.

For all public events referencing WWK, please adhere to the guidelines within this document.

Please share drafts of all communications materials with the Foundation for approval prior to printing or distribution. See the "Approval Process" section for more information.

NAME

Always refer to the program by its full name, Wendy's Wonderful Kids, within external documents and conversation. The acronym "WWK" is used in this internal brand guide for brevity purposes only.

TRADEMARK AND COPYRIGHT INFORMATION

When referring to Wendy's Wonderful Kids in writing, please include the registered trademark symbol on first reference only. The Foundation retains copyright ownership of all materials created by grantees about WWK. We also hold a royalty-free, non-exclusive, irrevocable license to reproduce, publish, alter or otherwise use any such materials about Foundation activities and the promotion of WWK. Upon approval from the Foundation, WWK recruiters and supervisors are permitted to use the WWK logo.

No agency may use the Wendy's logo or name without permission.



***SUB-BRAND OF THE
DAVE THOMAS FOUNDATION
FOR ADOPTION:***

Wendy's Wonderful Kids

Through its signature Wendy's Wonderful Kids program, the Foundation supports the hiring of adoption professionals, known as recruiters, who are dedicated to finding permanent families for the longest-waiting children in foster care.

- *Use the logo when the content of the publication references this signature program.*
- *Do not separate the components of the logo. Do not change the colors of the logo. It should be used only as seen on this page.*
- *This logo is not to be used as a replacement of the primary Dave Thomas Foundation for Adoption logo.*

Stacked



Dave Thomas
Foundation
for Adoption®

Wendy's
Wonderful Kids®



Dave Thomas
Foundation
for Adoption®

Wendy's
Wonderful Kids®



Dave Thomas
Foundation
for Adoption®

Wendy's
Wonderful Kids®



Dave Thomas
Foundation
for Adoption®

Wendy's
Wonderful Kids®

**SUB-BRAND OF THE
DAVE THOMAS FOUNDATION
FOR ADOPTION:**

Wendy's Wonderful Kids

An alternative version of the logo to be used based on spacing and layout.

- *Use the logo when the content of the publication references this signature program.*
- *Do not separate the components of the logo. Do not change the colors of the logo. It should be used only as seen on this page.*
- *This logo is not to be used as a replacement of the primary Dave Thomas Foundation for Adoption logo.*

Horizontal



Dave Thomas
Foundation
for Adoption[®]

Wendy's
Wonderful Kids[®]



Dave Thomas
Foundation
for Adoption[®]

Wendy's
Wonderful Kids[®]



Dave Thomas
Foundation
for Adoption[®]

Wendy's
Wonderful Kids[®]



Dave Thomas
Foundation
for Adoption[®]

Wendy's
Wonderful Kids[®]

LOGO:

Incorrect Usage



**Wendy's
Wonderful Kids®**

Never distort the logo.

Hold down the "shift" key when changing the logo size.



**Wendy's
Wonderful Kids®**

Never recreate the logo in non-approved colors.



Never overlay the logo on poorly contrasting colors.



**Wendy's
Wonderful Kids®**

Never apply effects to the logo, including drop shadows or glows.

Color Palette

C= 0 M= 0 Y= 0 K= 0	C= 60 M= 40 Y= 40 K= 100	C= 2 M= 100 Y= 85 K= 6
R= 255 G= 255 B= 255 #FFFFFF	R= 0 G= 0 B= 0 #000000	R= 200 G= 16 B= 46 #C8102E
White	DTFA Black	DTFA Red Pantone 186 C

The brand colors reflect the Dave Thomas Foundation for Adoption's personality. Simple black and white represents the clarity of our vision and the honesty of our perspective. With its characteristic red, the logo adds pop, providing vivid contrast.

Typography

Regular

Italic

Bold

Bold Italic

AaBbCcDdEeFf
GgHhIiJjKkLlMm
NnOoPpQqRrSs
TtUuVvWwXxYyZz

Times New Roman

Regular

Italic

Bold

Bold Italic

AaBbCcDdEeFf
GgHhIiJjKkLlMm
NnOoPpQqRrSs
TtUuVvWwXxYyZz

Arial

Two typefaces gives the brand consistency, while multiple styles and weights used in various combinations lend an approachable and personable vibe.

Key Messages

Through its Wendy's Wonderful Kids program, the Dave Thomas Foundation for Adoption provides funding to adoption agencies to support the hiring of recruiters who use an evidence-based, child-focused model to find permanent families for the longest-waiting children in foster care. That includes teenagers, children with special needs and siblings. A rigorous, five-year national evaluation revealed that children referred to the program are up to 3x more likely to be adopted.

Wendy's Wonderful Kids recruiters work with smaller caseloads of 12-15 children to ensure every child is given the time, resources and support they deserve. These recruiters begin their search within a child's familiar circles of family, friends and neighbors and then reach out to the communities in which they live. Learn more at davethomasfoundation.org/wwk.



Media Interviews & Material Development

If you are interested in the Foundation providing additional content for your agency's publications and website, or in pitching media to report on the impact of WWK and/or a family story, please contact your Adoption Program Manager in advance. They will connect you with the appropriate contacts at the Foundation to help you develop the content and placement strategy.

Reminders



In advance of pursuing or in responding to media inquiries about WWK, please contact your Adoption Program Manager.


Approval Process


Please send drafts of all materials referencing WWK to the Foundation for approval before printing or distribution, including:

- Press releases, fact sheets and other resources for the media
- Letters to the editor
- Newsletter articles
- Annual reports
- Recruitment or agency brochures
- Recruitment videos
- Website materials
- Program letterhead and envelopes
- Business card templates
- Advertisements and promotional signage
- Radio and TV scripts for promotional spots

Please email draft materials to your Adoption Program Manager and allow one to two weeks for approval.

Reminders

 Even when using the sample press release, please send the final version to your Adoption Program Manager to coordinate the Foundation's approval.

 For guidelines in promoting an adoption finalization and the role of WWK, please contact your Adoption Program Manager.

Sample Press Release

Place on Agency Letterhead

For Immediate Release

Contact:

Phone number:

[Name of Agency] receives grant from the Dave Thomas Foundation for Adoption

Exclusive funding for Wendy's Wonderful Kids® program

[City, State (Month Day, Year)] — [Name of Agency] has received a grant from the Dave Thomas Foundation for Adoption, a national, nonprofit public charity, that will help move more children lingering in foster care into safe, permanent homes. The grant through the Foundation's signature program, Wendy's Wonderful Kids, will support the hiring of [xx number of] adoption recruiters at [Name of Agency] to serve children in foster care who are too often overlooked. That includes teenagers, children with special needs and siblings.

"Each year, thousands of children in foster care turn 18 or 21 and leave the system without a permanent family," said [Name of Leader] of [Name of Agency]. "With support from the Dave Thomas Foundation for Adoption's Wendy's Wonderful Kids program, [Name of Agency] can match more of the longest-waiting youth in foster care with a loving, forever family."

A rigorous, five-year national evaluation by Child Trends revealed that children referred to the Wendy's Wonderful Kids program are up to 3x more likely to be adopted.

To date, [more than 550] Wendy's Wonderful Kids recruiters have found permanent families for [more than 14,000] children in foster care across the United States and Canada. "We are proud of this impact, but there is more work to be done," said Rita Soronen, President & CEO of the Dave Thomas Foundation for Adoption.

"We are pleased to be working extensively in [Name of State] and across the nation to assure that every child has a permanent home and a loving family."

[Add sentence with local and/or state context, e.g., number of recruiters, etc.]

About the [Name of Agency]

[Insert about us paragraph for the Agency.]

About the Dave Thomas Foundation for Adoption

The Dave Thomas Foundation for Adoption is a national, nonprofit public charity dedicated to finding permanent homes for the [more than 140,000] children waiting in North America's foster care systems. Created by Wendy's® founder Dave Thomas, who was adopted, the Foundation implements evidence-based, results-driven national service programs, foster care adoption awareness campaigns and innovative grantmaking.

Learn more at davethomasfoundation.org.

Crisis Management

What constitutes a crisis?

A crisis is any issue or activity that could potentially damage the reputation of your agency, the Foundation, WWK program or the Wendy's brand. Examples include, but are not limited to:

- Allegations of abuse or mismanagement leveled against the agency that are likely to generate media coverage.
- Injury, abuse or death of a child on the agency's WWK caseload.
- Dismissal of a WWK recruiter, whether fired or let go for any reason.
- Allegations of abuse or mismanagement leveled against a WWK recruiter.
- Allegations of abuse committed by a family recruited by the agency through the WWK program.

The Foundation needs to know about any potential crisis to protect your agency and our brand.

Crisis Management Principles

Stick to the Script: Only the Foundation's President & CEO speaks for the Foundation. In instances when we elect to participate in a story, the material in this crisis plan will be used to ensure that our messages are conveyed in a consistent and positive manner.

Speed and Distance: The first objective whenever a crisis arises should be to work quickly to distance the Foundation and WWK from negative publicity. Remember: active participation in a story is entirely our decision.

Safe Re-engagement: In instances when we elect not to participate in a story, the Foundation will look for opportunities to re-engage with reporters who have treated us fairly and who have expressed interest in the cause of foster care adoption.

Adoption agency partners will:

1. Notify the President & CEO of the Foundation if a crisis arises.
2. Work with the Foundation to formulate a response for the news media, if necessary.
3. Respond to local media inquiries regarding your agency.
4. Refer all crisis-related media inquiries regarding WWK or the Foundation to:
Rita Soronen, President & CEO
rita.soronen@davethomasfoundation.org
(614) 764-8482.
Please also inform your Adoption Program Manager.

Dave Thomas Foundation for Adoption will:

1. Field and direct media inquiries to the President & CEO, as the sole spokesperson for the Foundation.
2. Monitor news and media activity.
3. Determine when and how to engage The Wendy's Company.

Social Media Policy

Agencies

Following are several reminders as your agency engages on social media:

- Sharing public displays of children awaiting families is not part of the Foundation’s model. Please do not mention or tag WWK or the Foundation in any post in which a youth served by WWK is part of a general recruitment tactic.
- You are welcome to tag the Foundation in success stories or news items. Use the “@” symbol followed by “Dave Thomas Foundation for Adoption” on Facebook and LinkedIn (it should automatically appear), or @DTFA on X, Instagram and Threads.
- For additional assets or social media support, contact your Adoption Program Manager who will connect you with the appropriate Foundation staff member to help.

Recruiters and Supervisors

While the Dave Thomas Foundation for Adoption provides grants to adoption agencies to support the hiring of Wendy’s Wonderful Kids recruiters and supervisors, those positions are technically employees of their respective agencies, not the Foundation. Therefore, professional titles listed on social media platforms (e.g., LinkedIn) should be positioned as:

Name
Wendy’s Wonderful Kids recruiter or supervisor
Agency organization

As a representative of your agency and the WWK program, please be mindful of sharing or engaging with content on social media that could reflect poorly on our brands. Always treat others with respect and civility.



Reminders

✦ In addition to the Foundation’s social media policy for WWK professionals, it’s important that you follow your agency’s guidelines for engaging on these channels.

Guidelines for Recruitment Using Social Media

Conducting a diligent search is part of the Foundation’s evidence-based, child-focused recruitment model. WWK recruiters use various methods to locate or contact relatives and other adults who are significant in a child’s life. Social media platforms can be helpful in locating people known to the child. For recruiters planning to use this strategy, please adhere to these guidelines:

- Create social media accounts that are separate from your personal accounts. On Facebook, you will need to be logged into your personal account to create a separate page for recruitment.
- Develop the “About” section with one of the following options.

Longer About Section Option:

I am a Wendy’s Wonderful Kids® recruiter at [Organization Name]. Through its signature program, Wendy’s Wonderful Kids, the Dave Thomas Foundation for Adoption provides funding to adoption agencies to support the hiring of recruiters, like me, who are dedicated to finding safe, permanent homes for children who have been waiting in foster care the longest. Using an evidence-based, child-focused recruitment model, I begin my search within a child’s familiar circles of family, friends and neighbors and then reach out to the communities in which they live. I work with a smaller caseload of children so that I can give every child the time, resources and support they deserve.

Shorter About Section Option:

I am a Wendy’s Wonderful Kids® recruiter at [Organization Name]. Wendy’s Wonderful Kids is a signature program of @DTFA.

- Use a professional headshot for your page’s photo (if available).
- Do not include personal information, photos or stories on the page.
- Use social media only for the initial contact with a relative/natural support person.
- After locating a relative/natural support person, send a private/direct message that includes an agency phone number or email for future contact; do not continue communication via social media.
- Do not publish/share photos or information about children on your caseload.
- Do not “friend,” contact or follow children on your caseload via social media.
- Only share or “like” posts that are supportive of foster care adoption and relevant to your role as a Wendy’s Wonderful Kids professional. We also encourage you to engage with the Foundation’s content on social media.
- If leaving your role as a WWK recruiter, please delete the page in the presence of your supervisor.

The Foundation reserves the right to request that any reference to WWK be withdrawn from social media channels if guidelines are not followed.

Mission

Dramatically increase the number of adoptions of children waiting in North America's foster care systems.

We believe

Every child deserves a safe, loving and permanent family.

No child should linger in foster care or leave the system without a permanent family.

Every child is adoptable.



Dave Thomas
Foundation
for Adoption®

Forever Families for Children in Foster Care

4900 Tuttle Crossing Blvd.
Dublin, OH 43016

davethomasfoundation.org

Prosecutor's Approval Page

Resolution No.

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

(Fairfield County Job and Family Services)

Approved as to form on 6/13/2024 1:53:12 PM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-06.18.I

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

(Fairfield County Job and Family Services)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Bennett Niceswanger
Board of County Commissioners
Fairfield County, Ohio

A resolution to approve an amendment to a previously approved grant agreement between Dave Thomas Foundation for Adoption and Fairfield County Job & Family Services (FCJFS), the Protective Services Department (FCPS)

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

WHEREAS, the purpose of this amendment is to adjust the budget categories within the grant, without changing the overall dollar amount. The WWK grant is to assist public and private adoption agencies, such as FCPS, in hiring adoption professionals that will administer the grant to provide resources to help find homes, match children with adoptive families, secure placements, and work toward the finalization of adoption, and

WHEREAS, this agreement shall be effective July 1, 2023 through June 30, 2024,

WHEREAS, all parties to the proposed agreement to the effective date of July 1, 2023, even though unavoidable delays in processing resulted in the agreement being presented for formal approval at a later point in time, and

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

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

Section 1. That the Fairfield County Board of Commissioners hereby approves an amendment to the attached Grant Agreement between Dave Thomas Foundation for Adoption and Fairfield County Job & Family Services (FCJFS), the Protective Services Department

Prepared by: Brandi Downhour
cc: JFS / Budget Manager



Dave Thomas
Foundation
for Adoption®

Forever Families for Children in Foster Care

May 17, 2024

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

Dear Mr. Clark,

Thank you for being part of the Wendy's Wonderful Kids program.

The Dave Thomas Foundation for Adoption has approved your request to modify the budget. Please sign and return the enclosed amendment to the Grant Agreement.

If you have any questions about this, please contact Melinda Haggerty at (614) 764-8441 or Melinda.Haggerty@davethomasfoundation.org.

Sincerely,

A handwritten signature in black ink, appearing to read "RSmm", followed by a horizontal line.

Rita L. Soronen
President & CEO



AMENDMENT ONE

to the Grant Agreement between the Dave Thomas Foundation for Adoption and Fairfield County Job & Family Services

This amendment to the Grant Agreement effective July 1, 2023 between the Dave Thomas Foundation for Adoption (“DTFA”) and Fairfield County Job & Family Services (“Grantee”) (together the “Parties”) is effective as of May 17, 2024 by and among the Parties.

Whereas, the Parties desire to amend the Grant Agreement,

Now therefore, in consideration of the mutual promises, conditions, and covenants contained in the Grant Agreement, including this Amendment hereto, the Parties agree to the changes as follows:

The Parties agree to amend the Wendy’s Wonderful Kids Budget Template (hereinafter “Budget”) as set forth in the modified Budget attached. DTFA shall allow Grantee to reallocate \$13,887 from the “Travel Expenses” category and \$1,245 from the “Recruitment Activities” category to the “Total Personnel Costs” category. The modified Budget is attached.

Except as set forth above, all other terms and conditions of the Grant Agreement shall remain in full force and effect.

This Amendment One has been duly executed by the Parties.

DAVE THOMAS FOUNDATION FOR ADOPTION

By: 

Date: 5/19/24

Name: Rita L. Soronen
Title: President & CEO

(GRANTEE)

By: _____

Date: _____

Name: _____

Title: _____

Address: _____

Phone: _____

E-mail _____

Agency Name Fairfield County JFS

WWK Site Name Fairfield County Protective Services

Grant Period July 1, 2023 - June 30, 2024

Description	Original Bud	New Request	Change	Reasons for Change
GRANT AMOUNT	75,000	75,000		
<i>Direct Costs</i>				
Total Personnel Costs*				
1. (recruiter salary and benefits)	55,870	71,002	15,132	Funding for the recruiter's personnel costs was increased with the offset from the reduction in travel expenses. New amount of \$71,002 covers the recruiters salary and benefits in full.
Supervisor Costs	-	0		
2. Offices Supplies/Equipment	2,201	2,201	-	
3. Travel Expenses	14,479	592	(13,887)	The recruiter was provided with an agency car and has not had any mileage accrued (Summit costs were maintained)
4. Recruitment Activities	2,450	1,205	(1,245)	Reduced based on usage and to ensure grant total is accurate
5. Total Direct Costs	75,000	75,000	-	
<i>Total Indirect Costs</i>				
(Administrative, Office Infrastructure & Other Indirect Costs)	0	0	-	
9. Total	75,000	75,000	-	
Must equal zero	-			

Supervisor costs cannot be moved to other budget categories
 Total grant amount cannot change



A Contract regarding WWK Amendment 2023-2024 between Job and Family Services and

Approved on 6/11/2024 2:19:51 PM by Heather O'Keefe, Deputy Director

Heather O'Keefe
Deputy Director

Approved on 6/11/2024 3:48:37 PM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director
Fairfield County Job & Family Services

Prosecutor's Approval Page

Resolution No.

A resolution to approve an amendment to a previously approved grant agreement between Dave Thomas Foundation for Adoption and Fairfield County Job & Family Services (FCJFS), the Protective Services Department (FCPS)

(Fairfield County Job and Family Services)

Approved as to form on 6/13/2024 1:54:42 PM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-06.18.m

A resolution to approve an amendment to a previously approved grant agreement between Dave Thomas Foundation for Adoption and Fairfield County Job & Family Services (FCJFS), the Protective Services Department (FCPS)

(Fairfield County Job and Family Services)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Bennett Niceswanger
Board of County Commissioners
Fairfield County, Ohio

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

WHEREAS, FCJFS is responsible for paying the Health Department for their Birth Certificate costs; and

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

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

71700300- 434410 Reimbursement - \$128.00

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

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing the Health Department for FCJFS's Birth Certificate costs

Memo expenditure as referenced in supporting documentation:

Vendor # 7482 Fairfield County Health Department

Account: 12207207-533000 Other Professional Services

Amount: \$128.00

Prepared by: Morgan Fox, Fiscal Officer

cc: Jamie Ehorn, Fairfield County Health Department

Signature Page

Resolution No. 2024-06.18.n

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

(Fairfield County Job and Family Services)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Bennett Niceswanger
Board of County Commissioners
Fairfield County, Ohio

A resolution establishing discounted water and sewer rate pilot program for customers (Utilities)

WHEREAS, Ohio Revised Code 6103.02 allows the Board of County Commissioners to establish a discounted rate or charge for water services for persons who are sixty-five or older; and

WHEREAS, Ohio Revised Code 6117.02 allows the Board of County Commissioners to establish a discounted rate or charge for use of sanitary services for persons who are sixty-five or older; and

WHEREAS, the Board of Commissioners desires develop the "Senior And Veteran Assistance Program" (SAVA Program) to assist individuals with discounted county water and sewer bills; and

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

Section 1. That the Fairfield County Board of Commissioners hereby resolves to direct the County Administrator and Utilities Director to develop eligibility guidelines for age, income, and military status; and Utilities Director to administer the "Senior And Veteran Assistance Program" (SAVA Program) to assist seniors and/or veterans with discounted county utility bills.

Prepared by: Tony Vogel

Signature Page

Resolution No. 2024-06.18.o

A resolution establishing discounted water and sewer rate pilot program for customers (Utilities)

(Fairfield County Utilities Department)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Bennett Niceswanger
Board of County Commissioners
Fairfield County, Ohio

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 of June 20, 2024.

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

INVOICES BY DEPARTMENT

06/20/2024 to 06/20/2024

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1200	COMMISSIONERS ADMIN								
	Fund: 2876 - FISCAL RECOVERY (ARP)								
5403323	06/20/2024	18420	WALNUT CREEK SEWER DISTRICT	6/10/24	06/10/2024	23004987	C0618	Sewer Project	478,726.58
								TOTAL: COMMISSIONERS ADMIN	478,726.58

INVOICES BY DEPARTMENT

06/20/2024 to 06/20/2024

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
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Summary Total for this report: **\$478,726.58**



Commissioner Steven A. Davis



Commissioner Jeffrey M. Fix



Commissioner David L. Levacy

6/18/2024
Date

Signature Page

Resolution No. 2024-06.18.p

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

(Fairfield County Commissioners)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Bennett Niceswanger
Board of County Commissioners
Fairfield County, Ohio

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