#### **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, Acting Clerk to the Board of Commissioners, Budget Officer, Staci Knisley; EMA and Facilities Director, Jon Kochis; Budget Director, Bart Hampson; Engineer's Deputy Director of Operations, Jason Grubb; Utilities Director, Tony Vogel; Economic & Workforce Development Director, Rick Szabrak; Regional Planner, Josh Hillberry; JFS Director, Corey Clark; Sheriff's Deputy, Kevin Romine; Auditor, Dr. Carri Brown; Treasurer, James Bahnsen; Recorder, Lisa McKenzie; Economic Development Coordinator, Anthony Iachini; Economic Development Specialist, Vince Carpico; Assistant Prosecuting Attorneys, Austin Lines and Steven Darnell. Also in attendance: Sherry Pymer, Ray Stemen, City of Lancaster Mayor Don McDaniel, and City of Lancaster Economic Development Director Stephanie Bosco, Frank Martin, and Barb Martin.

Virtual attendees: Bennett Niceswanger, Lori Hawk, Rochelle Menningen, Joe Ebel, Gregory Forquer, Shelby Hunt, Jeannie Wears, Jessica Murphy, Gregory Forquer, Bryan Everitt, Lynette Barnhart, Beth Cottrell, Shelby Hunt, Nicolette Wears, Brandy Marshall, Jessica Murphy, Jerry Starner, Jeff Barron, Aubrey Ward, Abby King, Deborah, Jared Collins, Michelle Carper, Stacy Hicks, Toni Ashton, Britney Lee, Joshua Horachek, Bev Hoskinson, and Erin Robinson

#### Welcome

Commissioner Levacy opened the meeting by welcoming everyone in attendance.

#### Listen & Learn, Economic Development

Mr. Szabrak, Mr. Iachini, and Vince Carpico presented an Economic Development update. A PowerPoint presentation was provided and is available in the minutes. Mr. Szabrak started by introducing Mr. Carpico and Mr. Iachini. He also thanked the Board of Commissioners for supporting growth in his department.

Mr. Iachini spoke about working with the village and townships and about the Basil-Western Road/Violet Township developments project. The project includes DHL Distribution Warehouse, Roebling Development, LeVeck Commercial & Construction site, and MedVet.

Mr. Iachini also spoke about Site Preparedness for future development sites around the county.

Commissioner Davis asked about the number of employees that were projected for the DHL site.

Mr. Iachini stated that DHL will have a minimum of 200 employees and the Hemmer site will have a minimum of 100 employees.

Commissioner Fix stated that he wanted to note that developers have had a big part in this project.

Mr. Carpico spoke about the Fairfield County Port Authority. The Port Authority works with developers to invest in future road and infrastructure projects.

Commissioner Davis asked about the sales tax exemption for the developers.

Mr. Carpico stated that the sales tax exemption is a one-time savings for the developer.

Regular Meeting #39 - 2024 - September 17, 2024

Mr. Carpico spoke about the Fairfield 33 Development Alliance. The 33 Development Alliance is making an investment in Healthcare and the Workforce Center.

Mr. Carpico spoke about the Fairfield County Revolving Loan Fund (RLF).

Mr. Carpico also spoke about Grant Opportunities. They have been working with Hicks Partners to help the county agencies, townships, and villages.

Commissioner Fix stated that the \$10,866 grant from ODOT to Madison Township does a lot for their roads and township.

Mr. Szabrak thanked the Commissioners for the grant support with Hicks Partners. He also stated that they are working closely with the City of Lancaster specifically Mayor, Don McDaniel and Stephanie Bosco, City of Lancaster Economic Development Director.

Ms. Bosco stated that there will be up to 225 employees in phase 3 of the CIRBA project.

Mr. Szabrak spoke about the Gateway Project. This is a \$40-60 million dollar project for a parking garage in the City of Lancaster.

Commissioner Davis asked Mr. Szabrak if this project was likely to get completed.

Mr. Szabrak stated that the City of Lancaster has received \$2,000,000 from the state and he believes there is a 70% chance of finishing the project.

Commissioner Levacy thanked Mayor McDaniel and Ms. Bosco for attending today's meeting and their cooperation with our projects.

Mayor McDaniel stated that it was great to be here today and that they thank the Board of Commissioners for their support.

Commissioner Fix thanked Mayor McDaniel and Ms. Bosco for their cooperation with the townships.

Mr. Szabrak reported that he met with the Editor of Business First yesterday. The Editor commented on how these collaborations never happen and are exciting to see.

#### Public Comment

Ray Stemen of Lancaster spoke about the school districts many years ago and their grants. He led a prayer.

#### Legal Update

None.

#### **County Administration Update**

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

#### Week in Review

November 5, 2024, General Election Ballot

The Fairfield County Board of Elections has completed the proofing process for the November 5, 2024, General Election ballot. The ballots were placed on the front counter of the BOE office for their required 24-hour viewing period. An electronic copy of the proofed ballots is in your Review packets.

#### OSU Extension Educator Cost Share

Last Friday, the CCAO Agriculture and Rural Affairs Committee hosted OSU Extension Interim Director David Civittolo and his staff to provide an overview of the university's state and county funding budget.

The university proposed a \$10,000 increase to the county cost share for extension educators over the next two fiscal years. Currently, counties pay \$32,750 for the first OSU Educator, and \$42,750 for any additional educators within the county. The proposal would have counties pay an additional \$5,000 in calendar year 2025 & 2026, with the intention of having the same cost share amount for all educators.

Currently the average salary including benefits for an educator is \$85,000, which means counties are paying about 44.7% of an educator's salary on average. The proposal would increase that average to 45.1% for 2026 and beyond.

#### Engineer's Office Viewing

A you may recall; the Engineer's Office added in a culvert in their list of culverts and bridges for viewings and hearings. That 13th culvert was set for a viewing of 9/24 and hearing on 10/1. Unfortunately, the incorrect location was provided for that culvert. Therefore, that viewing and hearing have been rescheduled. The viewing will take place on November 12 and hearing is November 19.

#### **Highlights of Resolutions**

#### Administrative Approvals

The review packet contains a list of administrative approvals.

#### Resolution Review

There are 23 resolutions on the agenda for the Regular voting meeting.

#### Resolutions of note:

- A Resolution approving the proposed cooperation of the Fairfield County Board of Commissioners with the State of Ohio Director of Transportation regarding the Allen Road vacation that is connected to the Pickerington Road interchange.
- 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.

- Three resolutions from the Engineer's office with two of them relating to the Salt Barn Concrete Pavement Project and a resolution to approve a change order for Refugee Road intersection safety improvements.
- A resolution to assess 2024 water and sewer delinquencies for a total of \$67,640 in delinquencies.

#### **Budget Review**

• Budget Director, Bart Hampson had no update.

#### Calendar Review/Invitations Received

- Family and Children First Full Council Meeting, September 19, 2024, 8:30 a.m.,
   Fairfield County Agricultural Center, 831 College Ave., Lancaster
- Lancaster-Fairfield Community Action Board of Director's Meeting, September 19, 2024, 11:30 a.m., Recycling Center, 1761 E. Main St., Lancaster
- The Springs at Wyandot Trail Ribbon Cutting, September 19, 2024, 4:00 p.m., 1495 Granville Pike, Lancaster
- Carnation Solar Public Open House, September 25, 2024, 5:00 p.m., Amanda High School, 328 E. Main Street, Amanda
- Pickerington Kroger, Grand Re-Opening, September 27, 2024, 10:00 a.m., Kroger, 7833 Refugee Rd., Pickerington
- Habitat for Humanity of Southeast Ohio, New Home Celebration, September 27, 2024, 11:00 a.m., 127 Arney Ave., Lancaster
- CCAO/CEAO Winter Conference, December 4-6, 2024, Hilton Columbus Downtown, 402 N. High St., Columbus

#### Correspondence

- Lancaster Eagle Gazette, Jeff Baron, September 10, 2024, "County Commissioners are Looking for Help in Naming Transit System"
- Letter, Office of the Lieutenant Governor, "Support for the Waiver to Exclude Income of Secondary Students Under Age 21"
- Fairfield County Municipal Court, Criminal/Traffic Division, Fees Collected Report, August 2024
- Memo, Dr. Carri Brown, County Auditor, September 12, 2024, Subjects: County Appraised Valuations Over Time; REA Summit: Serving Those Who Served; and Internal Controls
- Fairfield County Auditor's Wins of the Week, September 12, 2024
- Flyer, Photo Opportunity for Fairfield County Veteran Services Booth for the 2024 County Fair
- Press Release, Fairfield County Board of Elections, September 13, 2024, Announcing Director Brett Riffle and Deputy Director Jane Hanley of the Fairfield County Board of Elections have been Designated as Certified Elections/Registration Administrators (CERA) – the Highest Professional Achievement for Election Officials

 The Fairfield County Board of Elections November 5, 2024, General Election Ballot Proofs

#### **Old Business**

Commissioner Davis reminded everyone that the Federal Reserve Board meets tomorrow to lower interest rates. The county is having discussions on cash and investments tomorrow.

Commissioner Levacy asked if anyone had an idea on what the reduction in interest rate would be.

Commissioner Davis expects at least a quarter reduction.

Commissioner Fix reported that he met with Jason Boothe, Executive Director of the Fox Family Y. He is impressed by the work they are doing and providing services to Fairfield County.

Ms. Cordle stated that she talked to Jason Boothe yesterday at Rotary and invited him to provide an update at the Commission meeting on October 8<sup>th</sup> at 9:00 a.m.

Commissioner Fix stated that he and Ms. Cordle are organizing a Reginal Housing Summit with CCAO on October 18. We have found that other commissioners are trying to identify how to deal with the development that is coming to Central Ohio. Fairfield County is able to assist other counties and to share our story.

Commissioner Fix stated that the CCAO winter conference is in December. He continues to meet with townships and villages this week.

Commissioner Davis & Ms. Cordle met with Commander Lowe yesterday. Commander Lowe resigned from the Major Crimes Unit. The Board of Commissioners are not in charge of the Major Crimes Unit but are on the governing board as well as the Fiscal Agent and grantee for their grants. The operating board is meeting tomorrow. He will attend this meeting. He felt it was a solid meeting yesterday.

Treasurer Bahnsen is anticipating that the Federal Reserve Board will have a rate reduction and is curious what will happen tomorrow.

Commissioner Davis spoke about the interest rates for investments. The market is making some serious cuts.

Mr. Grubb reported that the Engineer's Office is on Phase 2 of the Basil Western Road project. They hope to start Phase 3 in spring of 2025.

County Auditor Dr. Brown stated her office has been attending more events. She commended Soil & Water for their annual meeting and thanked Rachel Elsea for attending. Stacy Knight prepared maps for the Parks District. Weights & Measures have been attending agricultural businesses and the Kroger opening this week. The Financial Audit for 2023 is complete with no findings. We have learned lessons for future audits. Athens County was here last week and related to learning about segregation of duties. There are lots of notes of appreciation this week. We are taking our time with political subdivisions on new changes. She commented on how proud she was of her staff. She also wanted to note that today is National Voting Registration Day.

Commissioner Fix reported that he is going to meet with Berne Township related to the county's Land Use Plan. Mr. Vogel with Utilities and Ms. Mattei with Regional Planning Commission will also be attending.

Mr. Clark reported that JFS is hosting a Job Fair at Post Consumer Brands tomorrow. There will be 2 shifts. They will have staff and employers on site. There are roughly 40 employers that will attend.

Commissioner Fix stated that he appreciated Mr. Clark's team efforts on this.

#### **New Business**

None.

#### Regular (Voting) 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, Acting Clerk to the Board of Commissioners, Budget Officer, Staci Knisley; EMA and Facilities Director, Jon Kochis; Budget Director, Bart Hampson; Engineer's Deputy Director of Operations, Jason Grubb; Utilities Director, Tony Vogel; Economic & Workforce Development Director, Rick Szabrak; Regional Planner, Josh Hillberry; JFS Director, Corey Clark; Sheriff's Deputy, Kevin Romine; Auditor, Dr. Carri Brown; Treasurer, James Bahnsen; Recorder, Lisa McKenzie; Economic Development Coordinator, Anthony Iachini; Economic Development Specialist, Vince Carpico; Assistant Prosecuting Attorneys, Austin Lines and Steven Darnell. Also in attendance: Sherry Pymer, Ray Stemen, City of Lancaster Mayor Don McDaniel, and City of Lancaster Economic Development Director Stephanie Bosco, Frank Martin, and Barb Martin.

Virtual attendees: Bennett Niceswanger, Lori Hawk, Rochelle Menningen, Joe Ebel, Gregory Forquer, Shelby Hunt, Jeannie Wears, Jessica Murphy, Gregory Forquer, Bryan Everitt, Lynette Barnhart, Beth Cottrell, Shelby Hunt, Nicolette Wears, Brandy Marshall, Jessica Murphy, Jerry Starner, Jeff Barron, Aubrey Ward, Abby King, Deborah, Jared Collins, Michelle Carper, Stacy Hicks, Toni Ashton, Britney Lee, Joshua Horachek, Bev Hoskinson, and Erin Robinson

#### **Announcements**

None.

#### Approval of Minutes for September 10, 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, September 10, 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 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 Commissioners:

2024-09.17.a A Resolution Approving the Proposed Cooperation of the Fairfield County

Board of Commissioners with the State of Ohio Director of Transportation

(ODOT)

Discussion: Commissioner Fix stated that he is working with ODOT on the Pickerington

Road interchange. They are trying to ensure that there is no negative impact

to the taxpayers.

2024-09.17.b A resolution approving an Account to Account transfer into a major

expenditure category for General Fund #1001 and to Appropriate from Unappropriated into a major expense category and a fund to fund transfer for Grant Fund #3034, sub fund #8350 for the FY2024 Ohio Airport Grant

Program/Ohio Department of Transportation (ODOT)

2024-09.17.c A Resolution of Conversion of Prior Year 2022 & 2023 Encumbrance

(X-mode) to Current Year Appropriation, to Fund #2876

2024-09.17.d 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 Lancaster Festival, a non-entity, anticipating a payment as a beneficiary to allow for support of Lancaster Festival which was negatively impacted by the

COVID-19 pandemic

Roll call vote of the motion resulted as follows:

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

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

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 Board of Developmental Disabilities:

2024-09.17.e A resolution to approve a memo exp./ memo receipt for the cost of

transportation for individuals paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2060 Board of Developmental Disabilities

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 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 Fairfield County Emergency Management Agency:

2024-09.17.f A resolution to approve a memo expenditure from EMA fund Local

Emergency Planning Committee 2091 to EMA fund 2090 for agreed

service.

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 Engineer

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 Engineer:

2024-09.17.g	A Resolution to Approve the Contract with Jagger Construction, LLC for the Salt Barn Concrete Pavement Project
2024-09.17.h	A Resolution to Approve the Notice to Commence for the Salt Barn Concrete Pavement Project
2024-09.17.i	A Resolution to Approve a Change Order for FAI-CR7-1.94 Refugee Road Intersection Safety Improvements

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:

2024-09.17.j	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
2024-09.17.k	A resolution for the Purchase of Service Agreement between Job & Family Services, Child Protective Services Department and The Recovery Center
2024-09.17.1	A resolution for the Purchase of Service Agreement between Job & Family Services, Child Protective Services Department and Ohio Guidestone
2024-09.17.m	A resolution for the Purchase of Service Agreement between Job & Family Services, Child Protective Services Department and Integrated Services for Behavioral Health

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 Regional Planning Commission

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 Regional Planning Commission:

A Resolution to Approve Change Order #1 for the CDBG PY2022 Village 2024-09.17.n of Pleasantville E. Columbus St. and Pearl St. Storm Sewer Improvements

Discussion: Mr. Hillberry stated that this change order is to accommodate the

underground utilities which were unforeseen.

2024-09.17.o

A Resolution to Approve a Change Order #3 for the CDBG PY2022

Village of Pleasantville Pool Concrete Deck Improvements Project

Discussion:

Mr. Hillberry stated that this change order is to extend the completion date

to install the gate.

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 Sheriff

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 Sheriff:

2024-09.17.p

A Resolution Authorizing the Approval of an Agreement between MAO

Pharmacy, Inc. DBA Westwood Pharmacy, and the Fairfield County

Sheriff's Office

2024-09.17.q

A resolution to approve Change Order 01 with Motorola and the Sheriff's

Office

2024-09.17.r

A Resolution to Approve the Purchasing of a Gun by a Retiring Officer

Roll call vote of the motion resulted as follows:

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

#### Approval of a Resolution from South Central Major Crimes Unit

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

2024-09.17.s

A resolution authorizing an account to account transfer for MCU Fund

7830, sub fund 8312, Drug Law Enforcement FY22 Grant

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 Treasurer

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 Treasurer:

2024-09.17.t

A resolution to appropriate from unappropriated in a major expenditure

object category Treasurer's office Fund 2804 DTAC

2024-09.17.u

A resolution to appropriate from unappropriated in a major expenditure

object category Treasurer's office Fund 2804 DTAC

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 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:

2024-09.17.v

A Resolution to Assess 2024 Water and Sewer Delinquencies

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:

2024-09.17.w

A Resolution Authorizing the Approval of Payment of Invoices for Departments that Require Board of Commissioners' Approval

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

#### **Additional Comments:**

Ms. Sherry Pymer, member of the Public, asked the Board of Commissioners to check into the Eastern Cottontail Project application to the Ohio Power Siting Board. She said she heard that this application reported reduction of population in areas in the County.

Mr. Iachini thanked Utilities, Regional Planning Commission and Engineer for assistance with the Basil-Western projects.

#### Adjournment

With no further business, On the motion of Steve Davis and the second of Jeff Fix, the Board of Commissioners voted to adjourn at 10:03 a.m.

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

The next Regular Meeting is scheduled for 9:00 a.m. on Tuesday, September 24, 2024, in the Commissioners' Hearing Room, 210 E. Main St., Lancaster, OH.

The following viewings are later today:

- 1. Viewings of Engineer's Road, Culvert, and Bridge Projects; Carroll-Eastern Road (CR21) in Greenfield Township, Section 8, Over a Tributary of Walnut Creek to Establish Necessary Right-of-Way for a Culvert Replacement, 12:30 p.m.
- 2. **Viewings of Engineer's Road, Culvert, and Bridge Projects;** Carroll-Eastern Road (CR21) in Greenfield Township, Section 4 Over a Tributary of Walnut Creek to Establish Necessary Right-of-Way for a Culvert Replacement, 12:50 p.m.

- 3. Viewings of Engineer's Road, Culvert, and Bridge Projects; Carroll-Eastern Road (CR21) in Greenfield Township, Section 11, Over a Tributary of the Hocking River to Establish Necessary Right-of-Way for a Bridge Replacement, 1:10 p.m.
- 4. Viewings of Engineer's Road, Culvert, and Bridge Projects; Carroll-Eastern Road (CR21) in Greenfield Township, Section 11, Over Claypools Run to Establish Necessary Right-of-Way for a Culvert Replacement, 1:30 p.m.
- 5. Viewings of Engineer's Road, Culvert, and Bridge Projects; North Walnut Township Lakeside Drainage Project in Walnut Township, Section 22, to Establish Necessary Right-of-Way for a Drainage Project, 2:05 p.m.
- 6. Viewings of Engineer's Road, Culvert, and Bridge Projects; Old Mill Road (TR425) in Pleasant Township, Section 8, Over Pleasant Run to Establish necessary Right-of-Way for a Bridge Replacement, 2:40 p.m.
- 7. Viewings of Engineer's Road, Culvert, and Bridge Projects; Old Mill Road (TR427) in Pleasant Township, Section 8, Over Pleasant Run to Establish necessary Right-of-Way for a Bridge Replacement, 2:56 p.m.
- 8. Viewings of Engineer's Road, Culvert, and Bridge Projects; Coonpath Road (CR31) in Pleasant Township, Section 15, Over Pleasant Run to Establish Necessary Right-of-Way for a Bridge Replacement, 3:16 p.m.

Motion by: Jeff Fix Seconded by: Steve Davis that the September 17, 2024, minutes were approved by the following vote:

YEAS: Jeff Fix, Steve Davis, Dave Levacy ABSTENTIONS:

NAYS: None

ved on September 24, 2024

Steve Davis

Commissioner

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## REVIEW AGENDA

#### BOARD OF COMMISSIONERS

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

County Administrator
Aundrea N. Cordle

**Deputy County Administrator**Jeffrey D. Porter

Clerk

1. Review Rochelle Menningen

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.

Tuesday, September 17, 2024

9:00 a.m.

#### 2. Welcome

#### 3. Listen & Learn, Economic Development

Rick Szabrak, Economic and Workforce Development Director

#### 4. Public Comments

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

#### 5. Legal Update

#### 6. County Administration Update

- a. Week in Review
- b. Highlights of Resolutions
- c. Budget Review
- d. Recognitions/Thank-Yous
- e. Calendar Review/ Invitations Received
  - i. Family and Children First Full Council Meeting, September 19, 2024, 8:30 a.m., Fairfield County Agricultural Center, 831 College Ave., Lancaster
  - ii. Lancaster-Fairfield Community Action Board of Director's Meeting, September 19, 2024, 11:30 a.m., Recycling Center, 1761 E. Main St., Lancaster
  - iii. The Springs at Wyandot Trail Ribbon Cutting, September 19, 2024, 4:00 p.m., 1495 Granville Pike, Lancaster
  - iv. Carnation Solar Public Open House, September 25, 2024, 5:00 p.m., Amanda High School, 328 E. Main Street, Amanda
  - v. Pickerington Kroger, Grand Re-Opening, September 27, 2024, 10:00 a.m., Kroger, 7833 Refugee Rd., Pickerington
  - vi. Habitat for Humanity of Southeast Ohio, New Home Celebration, September 27, 2024, 11:00 a.m., 127 Arney Ave., Lancaster

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#### REVIEW AGENDA

#### BOARD OF COMMISSIONERS

Commissioners:

Steven A. Davis Jeffrey M. Fix

David L. Levacy

vii. CCAO/CEAO Winter Conference, December 4-6, 2024, Hilton Columbus Downtown, 402 N. High St., Columbus

**County Administrator** 

Aundrea N. Cordle

#### f. Correspondence

i. Lancaster Eagle Gazette, Jeff Baron, September 10, 2024, "County Commissioners are Looking for Help in Naming Transit System"

**Deputy County Administrator**Jeffrey D. Porter

ii. Letter, Office of the Lieutenant Governor, "Support for the Waiver to Exclude Income of Secondary Students Under Age 21"

Clerk Rochelle Menningen

- iii. Fairfield County Municipal Court, Criminal/Traffic Division, Fees Collected Report, August 2024
- iv. Memo, Dr. Carri Brown, County Auditor, September 12, 2024, Subjects: County Appraised Valuations Over Time; REA Summit: Serving Those Who Served; and Internal Controls
- v. Fairfield County Auditor's Wins of the Week, September 12, 2024
- vi. Flyer, Photo Opportunity for Fairfield County Veteran Services Booth for the 2024 County Fair
- viii. Press Release, Fairfield County Board of Elections, September 13, 2024, Announcing Director Brett Riffle and Deputy Director Jane Hanley of the Fairfield County Board of Elections have been Designated as Certified Elections/Registration Administrators (CERA) the Highest Professional Achievement for Election Officials
- ix. The Fairfield County Board of Elections November 5, 2024, General Election Ballot Proofs
- 7. Old Business
- 8. New Business
  - a. Updates from Elected Officials in Attendance
- 9. Regular (Voting) Meeting
- 10. Adjourn
- **11. Viewings of Engineer's Road, Culvert, and Bridge Projects;** Carroll-Eastern Road (CR21) in Greenfield Township, Section 8, Over a Tributary of Walnut Creek to Establish Necessary Right-of-Way for a Culvert Replacement, 12:30 p.m.
- **12. Viewings of Engineer's Road, Culvert, and Bridge Projects;** Carroll-Eastern Road (CR21) in Greenfield Township, Section 4 Over a Tributary of Walnut Creek to Establish Necessary Right-of-Way for a Culvert Replacement, 12:50 p.m.

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# REVIEW AGENDA BOARD OF COMMISSIONERS

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

County Administrator
Aundrea N. Cordle

Deputy County Administrator
Jeffrey D. Porter

Clerk Rochelle Menningen

- **13. Viewings of Engineer's Road, Culvert, and Bridge Projects**; Carroll-Eastern Road (CR21) in Greenfield Township, Section 11, Over a Tributary of the Hocking River to Establish Necessary Right-of-Way for a Bridge Replacement, 1:10 p.m.
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#### ADMINISTRATIVE AUTHORITY ITEMS FAIRFIELD COUNTY COMMISSIONERS' OFFICE SEPTEMBER 09, 2024 TO September 15, 2024

#### Fairfield County Auditor- Real Estate

AA.09.13-2024.a	An Administrative Approval authorizing the approval of an agreement for consulting services with the Fairfield County Auditor's Office and SimpliGov, LLC. [Auditor- Real Estate]
	Fairfield County Commissioners
AA.09.09-2024.a	An Administrative Approval to approve an agreement for County Employees to participate in the NACO AI Leadership Academy. [Commissioners]
AA.09.10-2024.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.09.11-2024.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 Family and Children First Council
AA.09.09-2024.c	Administrative Approval authorizing an Evaluation Cost Agreement between E.B. Evaluations, INC and Family and Children First Council for a Child and Adolescent General Psychological Evaluation [Family and Children First Council]
	Fairfield County Prosecutor
AA.09.09-2024.d	An Administrative Approval to authorize the Fairfield County Administrator to sign the Interlocal Agreement between the City of Lancaster, Ohio and the County of Fairfield, Ohio [Prosecutor]
	Fairfield County Utilities Department
AA.09.09-2024.b	An administrative approval of a bank transfer for the County Utilities  Department [Utilities]

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$29,416,758.73 has been appropriated, \$24,386,580.41 expended, \$4,530,144.32 encumbered or

obligated.		As of 9/13/24	As of 9/13/24	As of 9/13/24
12Project/Category Public Health		Appropriations	Expenditure	Obligation
Public nealth				
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	3,454,298.85	3,422,579.58	31,719.27
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	1,514,371.72	0.00
R19b	Public Health Payroll Support	185,406.39	185,406.39	0.00
R19c	Other Public Sector Payroll Support	290,060.11	265,004.69	0.00
R110a	Mental and Behavioral Health	0.00	0.00	0.00
Subtotal Public Health		6,447,422.09	6,304,657.73	31,719.27
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

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$29,416,758.73 has been appropriated, \$24,386,580.41 expended, \$4,530,144.32 encumbered or

obligated.				
Project/Category		As of 9/13/24 Appropriations	As of 9/13/24 Expenditure	As of 9/13/24 Obligation
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	100,000.00	100,000.00	0.00
R211a	Subgrant for Tourism, Support for the Fairfield County Fair	499,996.00	499,996.00	0.00
R211b	Aid to Tourism, Travel, Hospitality	18,278.01	18,278.01	0.00
R29a	Emergency Assistance Business Planning	146,829.87	146,829.87	0.00
R213a	Support for Agriculture and the Growing Community	35,000.00	35,000.00	0.00
R213b	Technical Assistance for Townships & Others	399,354.84	349,354.84	50,000.00
R213c	Contracts for Services to Support Residents Suffering Effects of the Pandemic	96,700.00	96,700.00	0.00
Subtotal Negative Economic Impacts		5,626,158.72	3,324,781.60	2,301,377.12
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	598,480.03	550,210.54	0.00
R52b	Clean Water: Centralized Collection and Conveyance, Walnut Creek Sewer District	750,000.00	750,000.00	0.00

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$29,416,758.73 has been appropriated, \$24,386,580.41 expended, \$4,530,144.32 encumbered or

obligated.		As of 9/13/24	As of 9/13/24	As of 9/13/24
Project/Category	Olasa Matara Osatralia d	Appropriations	Expenditure	Obligation
R52c	Clean Water: Centralized Collection and Conveyance, Regional Lift Station	2,761,835.85	1,526,653.82	1,235,182.03
R56a	Clean Water, Stormwater	539,895.00	539,895.00	0.00
R511a	Drinking Water: Transmission/Distribution, Grant Hampton	800,318.61	800,318.61	0.00
R511b	Drinking Water: Transmission/Distribution, Airport	102,000.00	100,805.00	0.00
R511c	Drinking Water: Transmission/Distribution, Greenfield	0.00	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	731,947.53	102,052.47
R516a	Broadband, "Last Mile" Projects	0.00	0.00	0.00
Subtotal Infrastructure		6,999,529.49	5,612,830.50	1,337,234.50
Revenue Loss				
R61a	SaaS and Technological Equipment	369,959.32	369,959.32	0.00
R61b	Recorder Document Scanning	337,984.72	337,984.72	0.00
R61c	Clerk of Courts Case Management	375,000.00	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	3,344,528.02	2,764,871.37	579,656.65
Project/Category		As of 9/13/24 Appropriations	As of 9/13/24 Expenditure	As of 9/13/24 Obligation

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$29,416,758.73 has been appropriated, \$24,386,580.41 expended, \$4,530,144.32 encumbered or

obligated.	Community School Attendance		l l	
R61h	Program Attendance	501,137.00	373,352.72	5,718.95
R61i	Workforce Center Expansion	0.00	0.00	0.00
R61j	Smart Growth	197,657.97	197,657.97	0.00
R61k	United Way and Dolly Parton's Imagination Library	25,000.00	25,000.00	0.00
R61I	Auditor Historical Records Scanning	0.00	0.00	0.00
R61m	Engineer's Radios	80,000.00	80,000.00	0.00
R61n	Auditor Printers	4,357.66	4,357.66	0.00
R61o	Auditor Copiers	11,983.30	11,983.30	0.00
R61p	Bremen ADA Ramps	26,954.00	26,954.00	0.00
R61q	Transportation School Education Vehicles	38,357.90	38,357.90	0.00
R61r	Safety and Security	457,422.00	272,729.25	184,692.75
R61s	MAPSYS Custom Taxing Authority Management Application	52,433.00	0.00	52,433.00
R517a	Beavers Field Utilities	36,606.46	36,606.46	0.00
Revenue Loss		9,684,388.05	8,702,509.29	859,813.43
Administration				
R71a	Administrative Expenses	591,798.66	374,339.57	0.00
Subtotal Administration		591,798.66	374,339.57	0.00
Grand Total		\$29,416,758.73	\$24,386,580.41	\$4,530,144.32

Hello!

After more than four months of renovations, we are thrilled to announce the grand re-opening of our Refugee Road Pickerington Kroger store! We invite you to help celebrate this \$1.85 million update by joining us for our VIP ribbon-cutting ceremony on Friday, September 27.

The newly remodeled 67,991-square-foot store now features new Artisan Lite décor, reworked and new Meat islands, a new Dairy island, new Bakery tables, additional lighting, an all-new olive bar insert at Murray's Cheese and more.

The grand re-opening ribbon-cutting ceremony will take place inside the Pickerington Kroger, located at **7833 Refugee Road, on Friday, September 27, and will begin at 10 a.m.** We ask that you please arrive at 9:45 a.m. to explore the store's updates and then participate in the ribbon cutting. Store leader John Fatica and I look forward to personally greeting you. We sincerely hope you can join us!

Please RSVP to this email by Monday, September 23. We look forward to hearing from you!

Sincerely,

Mark

#### Mark Bruce | Corporate Affairs Manager

The Kroger Co.

office: 614-898-3256



From: stephanie@habitatseo.org

Cordle, Aundrea N; Menningen, Rochelle M To: Subject: [E] Dedication Save the Date 9/27 Date: Tuesday, September 10, 2024 1:38:10 PM

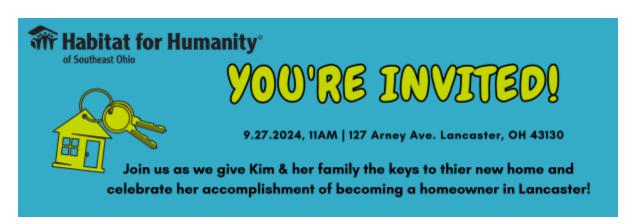
Attachments: image001.png

image002.png

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

Hi Aunie & Rochelle,

It's time to save the date! We are so excited that it is time to dedicate the first home built by the Fairfield Career Center! Join us on Friday, September 27th, 2024 at 11am to celebrate Kim becoming a homeowner! 127 Arney Ave. Lancaster Ohio 43130. Please pass this along to anyone you'd like.



Stay fantastic! Stephanie

**Stephanie Taylor** | Director of Community Engagement

#### **Habitat for Humanity of Southeast Ohio**

707 Slocum Ave. Lancaster OH 43130 t: 740.870.5046 m: 740.475.8700

stephanie@habitatseo.org | Donate. Volunteer. Advocate.



9/17/2024 022



#### Good morning CCAO and CEAO Members!

Please follow the below link or click the image to view/print our Save the Date flyer for this year's CCAO/CEAO Annual Winter Conference which includes information for reserving your room at the Hilton Columbus Downtown. This year's dates for the conference are December 4-6, 2024. We are wrapping up all the details and will bring you that additional information in the next few weeks, including the opening of registration.

CCAO/CEAO Annual Winter Conference - Save the Date

We look forward to seeing you at the CCAO/CEAO Annual Winter Conference!



209 East State St Columbus, Ohio 43215 (614) 221-5627

**EMAIL US** 

#### **LOCAL**

#### County commissioners are looking for help in naming transit system



Lancaster Eagle-Gazette, September 10, 2024

LANCASTER - The Fairfield County commissioners want you.

They took over the <u>Lancaster-Fairfield Public Transit system</u> on July 1 and want the public's help in renaming it under a program called "Brand the Bus."



"We are excited to launch this contest and see the creativity of our community in action," commissioner Steve Davis said in a statement. "This is a wonderful opportunity for everyone to contribute to the identity of our public transit system. I look forward to seeing how the names reflect the spirit and purpose of our services, highlighting the vital role public transit plays in connecting and supporting our community."

To suggest a name, visit:

https://docs.google.com/forms/d/e/1FAIpQLScmpc50pVvp80lscPDGZWqdM5k\_iJ2uVlXIRATlutqvNFG5sQ/viewform

The submission deadline is Sept. 27.

Finalists will be entered into a drawing to receive a complimentary advertisement (birthday, graduation, etc.) on one bus for one month.

jbarron@gannett.com

Twitter/X: @JeffDBarron



Stacy Dean, Deputy Under Secretary U.S. Department of Agriculture Food, Nutrition, and Consumer Services Braddock Metro Center II 1320 Braddock Place Alexandria, VA 22314

Re: Support for the Waiver to Exclude Income of Secondary Students Under Age 21

Dear Deputy Under Secretary Dean,

Ohio is deeply committed to empowering our youth through access to Work-Based Learning and Career Technical Education (CTE) programs. These initiatives are pivotal in equipping young Ohioans with the skills and experiences necessary to thrive in today's job market. Unfortunately, the current USDA policy hampers our efforts to support working families and their children in securing stable employment within Ohio's workforce.

As many as 50,000 young Ohioans ages 18 to 21 are <u>not</u> taking advantage of work-based learning programs. For some, the main deterrent is the fear that any wages they earn could reduce or even eliminate their household's Supplemental Nutrition Assistance Program (SNAP) benefits.

Ohio faces a significant labor shortage, with more current job openings than we have people to fill them. It is imperative that we address this gap by enabling our young people to gain valuable work experience without fear of jeopardizing their household's SNAP benefits. Many young Ohioans aged 18 to 21 are enrolled in education and are eager to participate in work-based learning opportunities. However, the prospect of jeopardizing their family's resources is preventing these students from gaining essential skills and contributing to our state's economy.

I strongly urge you to grant the Ohio Department of Job and Family Services' request for a Waiver to Exclude Income of Secondary Students Under Age 21. Removing this obstacle will open many doors for more low-income students.

We need to stop depriving those in low-income households of the opportunity to share in these experiences, so they can begin building a better life for themselves and face the future with hope and confidence.

Sincerely,

Jon Husted

Lt. Governor of Ohio

for Husted



The following members of the Ohio Governor's Executive Workforce Board have also signed on to this letter in support of the approval of the Waiver to Exclude Income of Secondary Students Under Age 21:

Pat Tiberi

Chairman of the Board President & CEO, Ohio Business Roundtable

**State Senator Stephanie Kunze** 

**State Senator Bill Reineke** 

**State Representative Andrea White** 

**Commissioner Dave Levacy** 

Fairfield County, Ohio

**Mayor Don Mason** 

Zanesville, Ohio

**Chancellor Michael Duffey** 

Ohio Department of Higher Education

**Director Steve Dackin** 

Ohio Department of Education and Workforce

**Director Matt Damschroder** 

Ohio Department of Job and Family Services

**Director Lydia Mihalik** 

Ohio Department of Development

**Executive Director Kevin Miller** 

Opportunities for Ohioans with Disabilities

Nan Baker

Vice President, C. N. Baker Enterprises Inc

**Brett Burgett** 

President & CEO, Kokosing

**Eric Burkland** 

President Emeritus, Ohio Manufacturers' Association

**Sean Dunn** 

President, Sean P. Dunn & Associates, LLC

**Ken Field** 

Training Director, Cleveland Electrical Joint Apprenticeship & Training Committee

Mick Given

CEO, Ferguson Construction Company

**Maggie Hess** 

Executive Director, Ohio Association of Career Technical Superintendents

Michael Linton

Principal, Accurate Heating and Cooling

**Shana Marbury** 

EVP for Workforce, Community and Economic Development, Cuyahoga Community College

John Marschhausen

Superintendent, Dublin City Schools

**Craig Mathes** 

Vice President of Safety, Human Resources, & Business Development, Team Fishel

9/17/2024



Michele O'Rourke CEO, O'Rourke Wrecking

**Rocky Parker** Senior VP-Talent Acquistion, Nationwide Insurance

**Eddie Pauline** President & CEO, Ohio Life Sciences

**Meredith Reffey** 

Department Lead of Workforce Partnerships, American Honda Motor Company

Jeremy Varner
Deputy Director of Career Technical
Education, Ohio Department of Education
and Workforce

9/17/2024



VALEDA A. SLONE Clerk

## FAIRFIELD COUNTY MUNICIPAL COURT

136 West Main Street

Post Office Box 2390

Lancaster, Ohio 43130-5390

Telephone: 740-687-6621

E-mail:

clerk@fcmcourt.org

Web:

www.fcmcourt.org

September 4, 2024

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

RE: Fees collected in the Fairfield County Municipal Court, Criminal/Traffic Division, for the month of August, 2024.

10% OSP Fines\$1,049.86	)
Regular Fines1,738.40	)
Uniform Fines	
Gross Overload15,908.00	
50% Liquor Fines25.00	
OVI Housing1,450.27	7
Sheriff's Department OVI60.00	
Affidavit of Indigency	
Dog Fines275.00	
Parks & Recreation	)
Parks & Recreation OVI	)
Witness Fees0.00	0
Expungement Fees80.00	D
Jury Fees	0

TOTAL.....\$26,467.27

Sincerely,

a Sine

Valeda A. Slone Clerk of Court

xc!

Fairfield County Commissioners

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

enclosures /tlh



To: Fairfield County Commissioners & Staff

From: Dr. Carri Brown, County Auditor

Date: September 12, 2024

Subjects: County Appraised Valuations Over Time; REA Summit: Serving Those Who Served; & Internal

Controls

#### **County Appraised Valuations Over Time**

Sexennial reappraisals in Fairfield County have consistently resulted in increased valuations, reflecting increased market values. It is rare, but there have been times where the annual valuation decreased as a response to the economy. This occurred in 2008 and 2009.

The next sexennial update for Fairfield County is in 2025 for collections in 2026.

The current countywide assessed valuation is \$5.9 B.

#### REA Summit: Serving Those Who Served

We will be hosting on September 26 *REA Summit titled Serving Those Who Served*. Thanks to the presenters and the whole team as the event would not be possible without the full team working together. The slide show from the event is available to everyone upon request.

We received very positive feedback about the event last year, especially for the state approved continuing education credit. 100% stated they would like to see more events such as this Summit.

This year, the Summit is in Pickerington at the Fairfield Center.

#### **Internal Controls**

Fairfield County continues to strengthen internal controls by offering an internal control manual and training. *Among other things, strong internal controls include having well-documented transactions, journal entries and adjustments.* 

When the County Deputy Auditors are requesting documentation, keep in mind this request is consistent with strong internal controls. Auditors have reported areas to review carefully (in general), including reimbursements of travel and expense (overstated or mischaracterized expenses), credit cards ("easy to use, easy to abuse") and segregated accounts (lacking support of governmental structure).

If you have any input or feedback about the internal control manual or procedures, please email Beverly Hoskinson, Beverly. Hoskinson@fairfieldcountyohio.gov

#### CONTACT US!

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

co.fairfield.oh.us/auditor • X FairCoAuditor • f FairfieldCountyAuditor • FairCoAuditor • in fairfield-county-auditor

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



#### **September 12, 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...

Thanks for the collaborative effort to work on special assessments, especially for the Hunters Run Conservancy District. Nick Dilley and Amanda Rollins have been working hard to incorporate the GIS and billing elements. The deadline for the HRCD is September 30<sup>th</sup>. A team meeting was held on Monday with HRCD representatives. Keep up the good work on making sure this complex special assessment is managed properly.

The senior leaders met on Monday, as well, to review plans for the **Serving Those Who Have Served Summit** and other matters.

We were also excited to see how the *modernization efforts continue to move ahead* and are already making a positive difference.

On Tuesday, *Payroll leaders helped with a case study with Athens County*. The Athens County Prosecutor joined the conversation. Thanks to *Jen Dickerson and Michelle Wright* for sharing their expertise. This week, *Jen also received an email of thanks from Lisa McKenzie*, Recorder, who was appreciative of Jen's knowledge and service.

Carri Brown attended a **Destination Downtown Lancaster meeting** on Wednesday. The County Auditor continues to be a strong downtown partner.

A **CAAO conference** was planned on Wednesday, replicating the leadership modules presented in Pickerington earlier this year.

Carri treated employees to a massage on Thursday – for those who wanted such a thing. *Thanks for the wellness moment*. Also, this week, we had lunch with Hogs and Hunnies to support the *Hunger Coalition*.

Bev Hoskinson led an *ERP governance meeting on Thursday*. The stakeholder group is being reenergized to inform the direction of ERP in the future.

Rachel Elsea attended the **SWCD** annual meeting on **Thursday** to represent the office. The SWCD is an important agency for our county.

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



On Friday, Carri participated in the *Ohio Supreme Court Commission on CLE quarterly meeting*.

During the week, we received multiple notes and emails of thanks from payroll officers, others employees, and mentees. We shared some of those details in our weekly Monday Morning Meeting. *It is encouraging to have these notes of appreciation.* 

Thanks to *Nick Dilley* for taking the lead on gathering records for a public records request. And thanks to the team for completing the public records request documentation so quickly. And thanks to Nick Dilley for the tips and tricks this week! Also, thanks to Nick Dilley for his coordination and support of the EMA desk exercise to be held on September 26.

On Saturday and Sunday, Stacy Knight represented the office at the *Harvest Celebration* sponsored by the County Parks. Our September Map of the Month was featured.

This past week, there was a formal end to the audit for the year ended December 31, 2023. Congratulations to all of Fairfield County for a superb audit. Thanks to Bev Hoskinson, Finance Director, for her exceptional leadership. And thanks to all team members and employees for their support throughout the county. We continue to improve and learn lessons, and that is a very good thing for our future.

Thanks to Carter Corcoran for signing up to attend the Kroger Open House in Pickerington, and thanks to Patrick Brighton for checking the scales at that location.

Thanks to the *Fairfield County Auditor volunteers for the United Way Community Care Day*; they volunteered once again for *Meals on Wheels*. Thanks for the donations that have been made already (we are shooting for that 100% participation with our United Way lunch event) and thanks also for the donations for the *Hunger Coalition*. Thanks for the community spirt.

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



Thanks to Julie White for presenting our brand of excellence in her everyday work. Julie is a conveyance officer, and she shares her knowledge and helps residents and title searchers file conveyance forms correctly. Julie called a title searcher to explain corrections that were required.

Here is email shared by a title searcher:

Hi, Julie;

Thanks again for your call! I'm actually \*\*floored\*\* that you called rather than rejecting the entire package. In all the counties I work with daily, Fairfield is the easiest to work with!!

# Fairfield County Veterans!

# PHOTO SUBMISSION

Send us a picture of yourself (or a loved one) in uniform to be included in the Fairfield County Veterans Services booth during the 2024 County Fair.

Deadline is September 15th!

Email digital photos to 9/17/2024yvette.worstall@fairfieldcountyohio.gov



## Fairfield County BOARD OF ELECTIONS

Liberty Center • 951 Liberty Dr. • Lancaster • Ohio 43130 Local: 740.652.7000 • Columbus: 614.322.5270 • Fax: 740.681.4727 Website: www.boe.ohio.gov/fairfield E-mail: boardofelections@fairfieldcountyohio.gov Board Members:
Angela D. White, Chairwoman
Michael K. Oatney
Kyle Joseph Farmer
Paul R. Johnson

Brett H. Riffle, Director . Jane Hanley, Deputy Director

RELEASE DATE: 9/13/2024

#### FOR IMMEDIATE RELEASE

**Detroit, Michigan** September 10, 2024 – Director Brett Riffle and Deputy Director Jane Hanley of the Fairfield County Board of Elections have been designated as a Certified Elections/Registration Administrator (CERA) – the highest professional achievement for election officials.

CERA designation is achieved through a multi-year course of study taught by the Auburn University's Master in Public Administration (MPA) faculty, through the Institute of Election Administration Research & Practice, in partnership with the National Association of Election Officials (commonly known as the Election Center). The intent of the program is professionalizing the management of elections administration, while promoting and preserving public trust in the democratic process.

"Attaining the completion of the CERA curriculum is a milestone to be lauded and celebrated – the election professionals who reach this goal have much to be proud of." Tammy Patrick, Chief Programs Officer for Election Center and Class of 2007 CERA graduate. "With the addition of this graduating class of 120 election professionals, we now have 1,617 election officials who have achieved the CERA status. This is an outstanding accomplishment."

The Election Center is a non-profit association of voter registrars, elections administrators and providers of election services throughout America and the U.S Territories. Its membership is comprised of township, city, county and state elections officials and other election related organizations. The Center's primary purpose is to promote and support continuous improvement in the administration of elections and voter registration through research, professional education, conferences, networking and consulting.



Institute for Election Administration Research & Practice



AM-A

#### OFFICIAL GENERAL ELECTION BALLOT FAIRFIELD COUNTY NOVEMBER 5, 2024

#### Instructions to Voter

- To vote: completely darken the oval ( ) to the left of your choice.
- Note the permitted number of choices directly below the title of each candidate office. Do not mark the ballot for more choices than allowed.
- If you mark the ballot for more choices than permitted, that contest or question will not be counted.
- To vote for a write-in candidate: completely darken the oval ( ) to the left of the blank line and write in the candidate's name. Only votes cast for candidates who filed as write-in candidates can be counted.
- Do not write in a candidate's name if that person's name already is printed on the ballot for that same contest.
- If you make a mistake or want to change your vote: return your ballot to an election official and get a new ballot. You may ask for a new ballot up to two times.

## For President and Vice President

(Vote for not more than 1 pair)

A vote for any candidates for President and Vice President shall be a vote for the electors of those candidates whose names have been certified to the Secretary of State.

- For President
   Richard Duncan
   For Vice President
   Mitchell Preston Bupp
   Nonparty candidate
- For President
   Kamala D. Harris
   For Vice President
   Tim Walz
   Democratic
- For President
   Chase Oliver
   For Vice President
   Mike ter Maat
   Libertarian
- For President
  Peter Sonski
  For Vice President
  Lauren Onak
  Other-party candidate
- For President
  Jill Stein
  For Vice President
  Anita Rios
  Other-party candidate
- For President
   Donald J. Trump
   For Vice President
   JD Vance
   Republican
- For President

Write-In For Vice President

Write-In

## For Justice of the Supreme Court

(Full term commencing 1-1-2025) (Vote for not more than 1)

- Michael P. Donnelly Democratic
- Megan E. Shanahan Republican

## For Justice of the Supreme Court

(Full term commencing 1-2-2025) (Vote for not more than 1)

- O Joseph T. Deters
  Republican
- Melody J. Stewart Democratic

## For Justice of the Supreme Court

(Unexpired term ending 12-31-2026)
(Vote for not more than 1)

- Lisa ForbesDemocratic
- O Daniel R. Hawkins
  Republican

## For U.S. Senator (Vote for not more than 1)

- Sherrod Brown
- O Don Kissick
  Libertarian

Democratic

- O Bernie Moreno
  Republican
- Write-in
- For Representative to Congress (12th District) (Vote for not more than 1)
  - Troy Balderson Republican
- Jerrad ChristianDemocratic

# For State Senator (20th District) (Vote for not more than 1)

- O Nick Hubbell
  Democratic
- O Tim Schaffer
  Republican

# For State Representative (69th District) (Vote for not more than 1)

- Jamie Hough
- O Kevin Miller

Democratic

Republican

For Judge of the Court of

# Appeals (5th District) (Full term commencing 2-9-2025) (Vote for not more than 1)

 Robert G. Montgomery Republican

#### For Judge of the Court of Appeals (5th District) (Full term commencing 2-10-2025) (Vote for not more than 1)

C Kevin W. Popham Republican

AM-A Page 1 of 4 

# Fairfield County Economic Development









## **Key Themes**

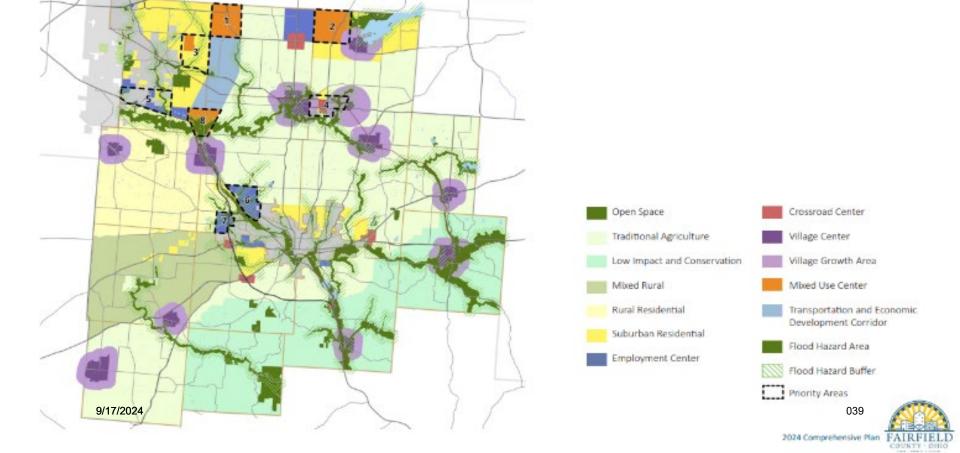
- 1. Managing growth
- Growing the local economy and creating jobs
- 3. Expanding housing opportunities
- 4. Preserving agriculture and open space
- 5. Partnerships ensure success





### Final Land Use Map

#### January 2024



## Township & Village Meetings

### **Economic Development Agreements**

- Greenfield Township/Lancaster
- Walnut Township/Thurston
  - CEDA
  - NCA

### Components of Agreements:

- Map of Area
- Revenue Sharing (Township, Municipality, School)
- Annexation
- Utility Provider











- DHL: 755,000sf distribution warehouse
  - Over 200 jobs
  - \$58 million investment

### Contributions



- \$1.5 million in road improvements
- \$150,000 to Schools annually (15 years)
  - PLS & Eastland–Fairfield
- \$1.2 million 629 Infrastructure Grant
  - (Ohio Department of Development)



















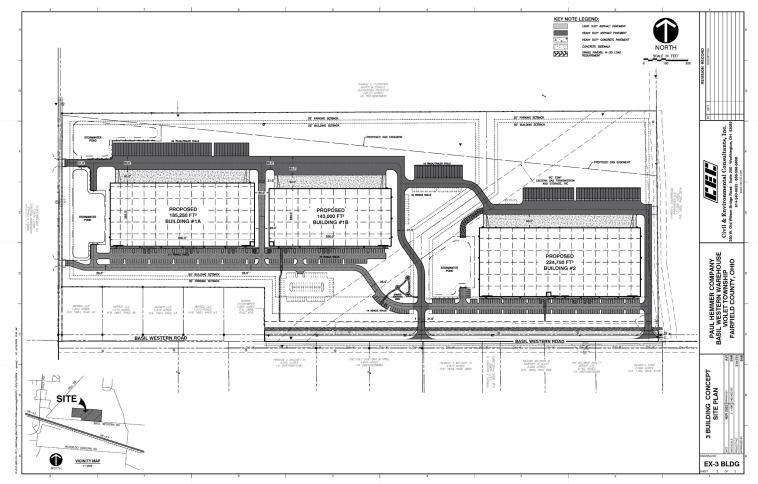


Roebling Development (Hemmer) Three separate speculative warehouses 553,000 of combined square footage Approx. \$30-\$35 million investment

Agreements being finalized with contributions to infrastructure improvements still being calculated











- Other Projects:
- LeVeck Commercial & Construction
  - Potential 210,000sf warehouse building
  - Between \$10-\$20 million investment
- MedVet
  - New 11,000sf medical building
  - TIF will be on site





### Site Preparedness

- Currently working on identifying future development sites around the county.
  - 33 Corridor
  - Coonpath Road
- Utility Providers
  - Fairfield County Utilities
  - South Central Power
  - Columbia Gas NEO Gas
  - AT&T Spectrum





## Fairfield County Port Authority

- Sales Tax Exemption savings can be used for road and infrastructure improvements
- 2022: Tenby 200,000 sq.ft. \$73,000
- 2023: DHL 755,000 sq.ft. \$157,000
- 2024: Ortho One 39,000 sq.ft. \$135,000





### Fairfield 33 Development Alliance





FAIRFIELD33.COM

READY TO BUILD SITES AVAILABLE • FAIRFIELD33.COM





## Fairfield County RLF

- 2021/2022: CARES Act \$913,000 14 loans
- 2023: 2 loans \$94,000
- 2024 YTD: 1 loan \$40,000
- Portfolio: 28 Loans; \$1,115,000
- EDA de-federalized a portion of RLF funds due to historic high performance





### **Grant Opportunities**

- Since 2022 Hicks Partners has helped Fairfield County secure over \$2,500,00 in grant funding
- Recent win:
  - Madison Township was awarded \$10,866 from ODOT for road signage. This grant will help the Township replace approximately 200 signs, reflectors, and posts
- Several grants are pending, including Regional Food System Partnership, Domestic Relations Court, Workforce Mobility

### Cirba Solutions Expansion







# **Gateway Project**



### Thank You

- Rick Szabrak
  - Rick.Szabrak@FairfieldCountyOhio.gov
- Vince Carpico
  - Vince.Carpico@FairfieldCountyOhio.gov
- Anthony lachini
  - Anthony.lachini@FairfieldCountyOhio.gov





#### REGULAR MEETING #39 - 2024 FAIRFIELD COUNTY COMMISSIONERS' OFFICE SEPTEMBER 17, 2024

#### AGENDA FOR TUESDAY, SEPTEMBER 17, 2024

9:00 AM	Review
	Regular Meeting
	Pledge of Allegiance
	Announcements
	Approval of Minutes for September 10, 2024
	Commissioners
2024-09.17.a	A Resolution Approving the Proposed Cooperation of the Fairfield County Board of Commissioners with the State of Ohio Director of Transportation [Commissioners]
2024-09.17.b	A resolution approving an Account to Account transfer into a major expenditure category For General Fund# 1001 and to Appropriate from Unappropriated into a major expense category and a fund to fund transfer for Grant Fund# 3034, subfund#8350 for the FY2024 Ohio Airport Grant Program/Ohio Department of Transportation (ODOT) [Commissioners]
2024-09.17.c	A Resolution of Conversion of Prior Year 2022 & 2023 Encumbrance (X-mode) to Current Year Appropriation, to Fund #2876 [Commissioners]
2024-09.17.d	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 Lancaster Festival, a non-entity, anticipating a payment as a beneficiary to allow for support of Lancaster Festival which was negatively impacted by the COVID-19 pandemic. [Commissioners]
	Fairfield County Board of Developmental Disabilities
2024-09.17.e	A resolution to approve a memo exp./ memo receipt for the cost of transportation for individuals paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2060 - Fairfield County Board of Developmental Disabilities [Board of Developmental Disabilities]
	Fairfield County Emergency Management Agency
2024-09.17.f	A resolution to approve a memo expenditure from EMA fund Local Emergency Planning Committee 2091 to EMA fund 2090 for agreed service. [EMA]

Fairfield County E	ingineer
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2024-09.17.g	A Resolution to Approve the Contract with Jagger Construction, LLC for the Salt Barn Concrete Pavement Project [Engineer]
2024-09.17.h	A Resolution to Approve the Notice to Commence for the Salt Barn Concrete Pavement Project [Engineer]
2024-09.17.i	A Resolution to Approve a Change Order for FAI-CR7-1.94 Refugee Road Intersection Safety Improvements [Engineer]
	Fairfield County Job and Family Services
2024-09.17.j	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]
2024-09.17.k	A resolution for the Purchase of Service Agreement between Job & Family Services, Child Protective Services Department and The Recovery Center. [JFS]
2024-09.17.1	A resolution for the Purchase of Service Agreement between Job & Family Services, Child Protective Services Department and Ohio Guidestone. [JFS]
2024-09.17.m	A resolution for the Purchase of Service Agreement between Job & Family Services, Child Protective Services Department and Integrated Services for Behavioral Health. [JFS]
	Fairfield County Regional Planning Commission
2024-09.17.n	A Resolution to Approve Change Order #1 for the CDBG PY2022 Village of Pleasantville E. Columbus St. and Pearl St. Storm Sewer Improvements [Regional Planning Commission]
2024-09.17.0	A Resolution to Approve a Change Order #3 for the CDBG PY2022 Village of Pleasantville Pool Concrete Deck Improvements Project [Regional Planning Commission]
	Fairfield County Sheriff
2024-09.17.p	A Resolution Authorizing the Approval of an Agreement between MAO Pharmacy, Inc. DBA Westwood Pharmacy, and the Fairfield County Sheriff's Office [Sheriff]
2024-09.17.q	A resolution to approve Change Order 01 with Motorola and the Sheriff's Office. [Sheriff]
2024-09.17.r	A Resolution to Approve the Purchasing of a Gun by a Retiring Officer [Sheriff]
	South Central Major Crimes Unit
2024-09.17.s	A resolution authorizing an account to account transfer for MCU Fund 7830 (Subfund 8312) Drug Law Enforcement FY22 Grant [Sheriff - Major Crimes Unit]

#### Fairfield County Treasurer

2024-09.17.t A resolution to appropriate from unappropriated in a major expenditure object category Treasurer's office Fund 2804 DTAC [Treasurer]

2024-09.17.u A resolution to appropriate from unappropriated in a major expenditure object category Treasurer's office Fund 2804 DTAC [Treasurer]

Fairfield County Utilities Department

2024-09.17.v A Resolution to Assess 2024 Water and Sewer Delinquencies [Utilities]

Payment of Bills

2024-09.17.w A Resolution Authorizing the Approval of Payment of Invoices for Departments that Require Board of Commissioners' Approval [Commissioners]

The next Regular Meeting is scheduled for September 24, 2024, 9:00 a.m.

#### Adjourn

Viewings of Engineer's Road, Culvert, and Bridge Projects; Carroll-Eastern Road (CR21) in Greenfield Township, Section 8, Over a Tributary of Walnut Creek to Establish Necessary Right-of-Way for a Culvert Replacement, 12:30 p.m.

Viewings of Engineer's Road, Culvert, and Bridge Projects; Carroll-Eastern Road (CR21) in Greenfield Township, Section 4 Over a Tributary of Walnut Creek to Establish Necessary Right-of-Way for a Culvert Replacement, 12:50 p.m.

Viewings of Engineer's Road, Culvert, and Bridge Projects; Carroll-Eastern Road (CR21) in Greenfield Township, Section 11, Over a Tributary of the Hocking River to Establish Necessary Right-of-Way for a Bridge Replacement, 1:10 p.m.

Viewings of Engineer's Road, Culvert, and Bridge Projects; Carroll-Eastern Road (CR21) in Greenfield Township, Section 11, Over Claypools Run to Establish Necessary Right-of-Way for a Culvert Replacement, 1:30 p.m

Viewings of Engineer's Road, Culvert, and Bridge Projects; North Walnut Township Lakeside Drainage Project in Walnut Township, Section 22, to Establish Necessary Right-of-Way for a Drainage Project, 2:05 p.m

Viewings of Engineer's Road, Culvert, and Bridge Projects; Old Mill Road (TR425) in Pleasant Township, Section 8, Over Pleasant Run to Establish necessary Right-of-Way for a Bridge Replacement, 2:40 p.m.

Viewings of Engineer's Road, Culvert, and Bridge Projects; Old Mill Road (TR427) in Pleasant Township, Section 8, Over Pleasant Run to Establish necessary Right-of-Way for a Bridge Replacement, 2:56 p.m.

Viewings of Engineer's Road, Culvert, and Bridge Projects; Coonpath Road (CR31) in Pleasant Township, Section 15, Over Pleasant Run to Establish Necessary Right-of-Way for a Bridge Replacement, 3:16 p.m.

#### **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 Board of Commissioners, Rochelle Menningen; Budget Director, Bart Hampson; JFS Director, Corey Clark; Economic & Workforce Development Director, Rick Szabrak; Utilities Director, Tony Vogel; Assistant Prosecuting Attorneys, Austin Lines and Steven Darnell; Auditor, Dr. Carri Brown; Clerk of Courts, Branden Meyer; Regional Planner, Josh Hillberry; Treasurer, James Bahnsen; Sheriff's Deputy, Kevin Romine; FCFC Manager, Tiffany Wilson; JFS Finance Director, Josh Crawford; Engineer's Deputy Director of Operations, Jason Grubb; Recorder Lisa McKenzie; and JFS Deputy Director, Heather O'Keefe. Also in attendance: Mr. Whitney, Joseph Gates, McKenna Bell, Lola Phillips, Amberly Byrd, Sherry Pymer, Ray Stemen, Stephanie Taylor, and Carrie Woody.

Virtual attendees: Lori hawk, Ashley Arter, Lynette Barnhart, Jeffrey Barron, Britney Lee, Tiffany Daniels, Joe Ebel, Amy Brown-Thompson, Jessica Murphy, Lori Lovas, Jeanie Wears, Garrett Blevins, Linda Nebbergall, Marcy Fields, and Bev Hoskinson.

#### Welcome

Commissioner Levacy opened the meeting by welcoming everyone in attendance.

#### Recognition of Students, Eastland-Fairfield Career and Technical Schools (EFCTS)

The Commissioners were honored to present three students from EFCTS with certificates for winning the Gold Medal at the SkillsUSA Nationals in Graphic Design. McKenna Bell, Amberly Byrd, and Lola Phillips won their competitions at the State level and competed nationally in Atlanta in June.

Commissioner Fix read the Certificate of Recognition that was presented to the Gold Medal winners and spoke about how proud the Commissioners are to have students in Fairfield County making a difference.

Ms. Bell thanked the Commissioners for the recognition and spoke about the intense work and many hours that went into preparing for the competition.

Mr. Whitney, the Graphic Design Instructor for EFCTS, spoke about the fierce competition.

Mr. Gates, Eastland Career Center Principal, spoke about the challenging work in the program and competition and about how proud the school is to have SkillsUSA Nationals Gold Medal winners.

#### **National Preparedness Month**

Mr. Kochis spoke about Emergency Preparedness and the importance of being prepared at both work and at home. He added that you should take a time when everything is calm in the home to talk about being prepared for an emergency and that you should be prepared to take care of everyone, including your pets, for 72 hours. That would include medicines, food, water, flashlights, batteries, and more. A PowerPoint presentation has additional information and is available in the minutes. In the U.S. we always assume that the Red Cross or FEMA will come to our aid, but local responders are first on the scene. There is a QR Code available on the

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PowerPoint that will take you to the EMA website to get additional information and to sign up for notifications.

Commissioner Levacy stated that in his years in the fire service, the number one thing that people were not prepared for is the loss of electricity.

Mr. Kochis stated that during cold weather months it is important to know how you can heat your home.

Commissioner Davis stated he had heard there is shift in tornado lines.

Mr. Kochis stated that there is an amazing climate team at Ohio State and the data shows that there are still tornadoes in what many call tornado alley, and that the width of that alley is now greater.

Commissioner Davis asked Mr. Vogel about data on the drought.

Mr. Vogel stated that the Utilities Department is watching water levels but there is not currently a use restriction, just a ban from burning outdoors.

The Commissioners thanked Mr. Kochis for the presentation and his work in both EMA and the Facilities Department.

#### **Public Comment**

Ray Stemen of Lancaster spoke about an underground water supply near Rushville and the current drought being experienced by much of the State.

Stephanie Taylor of Habitat for Humanity for Southeast Ohio spoke about a house that was built and moved with the assistance of the Career Center. She also spoke about the students competing in SkillsUSA and about a podcast regarding the shifting of tornado alley.

Commissioner Levacy spoke about the real world skills the students at the Workforce Center receive building a house.

Commissioner Fix spoke about the impact Habitat for Humanity has on families in Fairfield County.

Ms. Taylor spoke about the homes that had been completed in the last three and a half years and said it is not just about a house but about impacting families.

Commissioner Levacy stated that Habitat for Humanity and Fairfield County are very fortunate to have Ms. Taylor.

#### **Legal Update**

None.

#### **County Administration Update**

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

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#### Week in Review

Commissioner Levacy to be Inducted into the Ohio Veterans Hall of Fame

Commissioner Levacy is to be inducted into the Ohio Veterans Hall of Fame Class of 2024. The induction ceremony will be held at the Ohio State University Fawcett Center on November 7<sup>th</sup>, 2024, at 9:00 am. The Commissioner was one of the honorees chosen from among 81 nominations. This year's class will join the 975 Ohio veterans who have been inducted since 1992. The honorees are chosen based on post-military achievements and we are so very proud that our very own Commissioner Levacy is receiving this distinguished honor.

Commissioner Levacy stated that military service was not something he chose but something he would never trade and that it was quite an experience. The military was not always treated well. When he served, it was a tough time for those in the armed services and many did not come home. He added that he is humbled by the award but feels that it is more important to remember all who served.

Ms. Cordle stated that the County will spotlight those who have served in our next Connection video.

Attorney General Accepts Opinion Request on Commissioner Authority to Create Unified Stormwater Utility

Earlier this month, Attorney General Dave Yost accepted a request from the Fairfield County Prosecutor regarding the authority for a board of county commissioners to transform multiple drainage maintenance districts (DMDs) into a single stormwater utility (SWU).

The request has four additional questions if the AG determines that Commissioners do have that authority:

Question 2 - Can the assessments be collected for the previously individual DMDs for the general benefit of the SWU?

Question 3 - If the answer to Question 2 is "no," can the assessments previously collected for individual DMDs be used to offset the SWU assessment for those landowners covered by the now-defunct DMD?

Question 4 - If the answer to questions 2 and 3 is "no," what are the legal ways that a county may dispose of the previously collected DMD funds?

Question 5 - Would the creation of a SWU supersede the DMDs that are recorded on a final plat?

The request arises out of the Fairfield County Board of Commissioners seeking to improve efficiency. The county has 119 DMDs, so when the county wants to change the assessment base, it must hold a discrete public hearing for each of the 119 DMDs. Allowing the county to consolidate the DMDs into a single SWU would allow the process to be conducted more efficiently, and since there would be more landowners in the SWU, costs to landowners would generally be lower in aggregate.

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#### **Highlights of Resolutions**

Administrative Approvals

The review packet contains a list of administrative approvals.

Resolution Review

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

#### Resolutions of note:

- There is a resolution to consider the vacation of a portion of Allen Road in Violet Township. The petition to vacate was provided by the State of Ohio's Director of Transportation.
- A resolution amending a resolution from June 25<sup>th</sup> of this year. Resolution 2024-06.25.j authorized the purchase of a service agreement between LFPT and JFS. However, the resolution identified the incorrect contracting parties. The amending resolution will remove that section from resolution 2024-06.25.j.
- A resolution to approve a contract for a design amendment with SHP Architects for the Workforce Center.
- A Resolution to Approve the Fiscal Year 2025 CFLP Solid Waste District Recycling Services and Recycling & Litter Prevention Grant Application for Fairfield County
- A Resolution Authorizing the Approval of a Service Agreement by/between Fairfield County Public Transit and NEORide
- Regional Planning has a resolution to approve a development agreement with Monomoy Properties Carroll, OH, for a subdivision in Greenfield Township.

#### **Budget Review**

• Mr. Hampson thanked Treasurer Bahnsen for assistance with collecting the data to look at the impact on investment earnings and provided the Commissioners with an updated report on the General Fund.

Commissioner Davis stated that he and Mr. Hampson had a meeting and spoke about the probable decrease in investment revenues. Mr. Hampson is going to go line by line to establish a base line assumption for the underlying number. He thanked Mr. Hampson for the report.

#### **Calendar Review/Invitations Received**

Items Requiring Response

Informational Items

Decorative Arts Center of Ohio, Members Reception, "Tell me the Story Where the Bad Girl Wins, The Life and Art of Barbara Shermund", September 20, 2024, 5:30 p.m. – 8:00 p.m., Decorative Arts Center of Ohio Reese-Peters House, 145 E. Main St., Lancaster

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- CCAO MARCS Program Update Webinar, September 23, 2024, 10:00 a.m. 11:00 a.m.
- Patriot Grave Marking Ceremony to Honor Nicholas Brown, September 28, 2024, 3:00 p.m., Fletcher Chapel Cemetery, 490 Blacklick Rd. NW, Millersport
- The Columbus Regions' Save the Date, Economic Development 411, December 6, 2024

#### **Correspondence**

- Thank You from Baltimore Village Administrator, Matt Nihiser
- Lancaster-Fairfield Community Action Agency, 2024 Holiday Gift Program
- County Auditor's Map of the Month
- Press Release, Office of the County Auditor, September 4, 2024, "Fairfield County Auditor Announces 2024 Weights and Measures Excellence Awards"
- Memo, Office of the County Auditor, September 5, 2024, Subjects: Geographical Systems Update; Annual Financial Information Statement; Review and Analysis for the Renewal of the Agreement for Enterprise Resource Planning; and Update on General Fund Revenues
- County Auditor's Wins of the Week, September 5, 2024
- Photos from the National Payroll Celebration
- Correspondence Regarding Industrial Solar Projects

#### **Old Business**

Commissioner Fix spoke about meeting with folks from Greenfield Twp and added that they understand growth is coming and want to follow the County's lead with the help of the Land Use Plan. The Commissioner stated that the Land Use Plan is working throughout the County.

#### **New Business**

Treasurer Bahnsen congratulated Commissioner Levacy for his upcoming induction into the Ohio Veterans Hall of Fame and thanked Mr. Hampson for his work on the budget projections.

Recorder McKenzie also congratulated Commissioner Levacy and stated that she is continuing to work with a vendor that will make her office more automated for residents.

Clerk of Courts Meyer also congratulated Commissioner Levacy.

Dr. Brown continued the congratulatory messages to Commissioner Levacy and thanked Mr. Kochis for the office's CERT training. Dr. Brown spoke about modernization and new technology to access data, two conveyance receipts that have errors from title companies, the "Making Numbers Count" financial leadership seminar, and information from the budget commission that property taxes may be reduced. She also stated that there would be Athens County staff in the building for a case study.

Mr. Vogel stated that folks are still signing up for the Senior and Veteran Assistance Program.

Mr. Szabrak spoke about closing a deal on a project in Pickerington and added that this is the first County project in the City of Pickerington. He added that it was an honor that he was asked to speak at a regional Economic Development conference as a representative of Fairfield County.

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Mr. Clark spoke about JFS staff working with the Post Consumer Brands employees and added that there were sixty employers at the recent Job Fair.

Mr. Szabrak added that there are Job Fairs in the morning and in the afternoon so all three shifts of Post Consumer Brands employees can be included.

#### Regular (Voting) 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 Board of Commissioners, Rochelle Menningen; Budget Director, Bart Hampson; JFS Director, Corey Clark; Economic & Workforce Development Director, Rick Szabrak; Utilities Director, Tony Vogel; Assistant Prosecuting Attorneys, Austin Lines and Steven Darnell; Auditor, Dr. Carri Brown; Clerk of Courts, Branden Meyer; Regional Planner, Josh Hillberry; Treasurer, James Bahnsen; Sheriff's Deputy, Kevin Romine; FCFC Manager, Tiffany Wilson; JFS Finance Director, Josh Crawford; Engineer's Deputy Director of Operations, Jason Grubb; Recorder Lisa McKenzie; and JFS Deputy Director, Heather O'Keefe. Also in attendance: Mr. Whitney, Joseph Gates, McKenna Bell, Lola Phillips, Amberly Byrd, Sherry Pymer, Ray Stemen, Stephanie Taylor, and Carrie Woody.

Virtual attendees: Lori hawk, Ashley Arter, Lynette Barnhart, Jeffrey Barron, Britney Lee, Tiffany Daniels, Joe Ebel, Amy Brown-Thompson, Jessica Murphy, Lori Lovas, Jeanie Wears, Garrett Blevins, Linda Nebbergall, Marcy Fields, and Bev Hoskinson.

#### **Announcements**

None.

#### **Approval of Minutes for September 3, 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, September 3, 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 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 Commissioners:

2024-09.10.a	A Resolution to Consider a Petition to Vacate a Portion of Allen Road, Violet Township, and Establish a Viewing and Hearing Date
2024-09.10.b	A Resolution Approving a Reduction of Appropriations of Major Expense Categories for Grant Fund #2876, an American Rescue Plan Fund
2024-09.10.c	A Resolution Amending Resolution 2024-06.25.j
2024-09.10.d	A Resolution to Appropriate from Unappropriated Funds in a Major Expense Object Category for the Self-Funded Insurance Fund #5376

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Roll call vote of the motion resulted as follows:

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

#### Approval of a Resolution 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 resolution from the Fairfield County Engineer:

2024-09.10.e A Resolution to Appropriate from Unappropriated in a Major Expenditure

Object Category, County Engineer Fund #2024, Motor Vehicle to

**Engineering Consulting Services** 

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:

2024-09.10.f A Resolution to Approve a Contract Amendment between Steed

Hammond Paul, Inc., d/b/a SHP Architects, Inc., and the Fairfield County

Commissioners

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 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 resolution from Fairfield County Family and Children First Council:

2024-09.10.g A Resolution Approving an Account-to-Account Transfer into a Major

Expenditure Object Category, Fund #7521

Roll call vote of the motion resulted as follows:

Voting aye thereon: 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:

2024-09.10.h A Resolution Approving an Account-to-Account Transfer into a Major

Expenditure Object Category, Fund #2018, Public Assistance

2024-09.10.i A Resolution to Appropriate from Unappropriated in a Major Expenditure

Object Category for Fairfield County JFS; Fund # 2599, Workforce Fund

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Roll call vote of the motion resulted as follows:

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

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9/17/2024

#### Approval of a Resolution from Lancaster-Fairfield Community Action 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 Lancaster-Fairfield Community Action Agency:

2024-09.10.j A Resolution to Approve the Fiscal Year 2025 CFLP Solid Waste District

Recycling Services and Recycling & Litter Prevention Grant Application

for Fairfield County

Roll call vote of the motion resulted as follows:

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

#### Approval of a Resolution from 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:

2024-09.10.k A Resolution to Approve a Development Agreement for the Monomoy

Properties Carroll OH, LLC Subdivision

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 Transit

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 Transit:

2024-09.10.1 A Resolution Authorizing the Approval of a Service Agreement

by/between Fairfield County Public Transit and NEORide

Commissioner Davis asked for an explanation of NEORide.

Mr. Szabrak replied that NEORide is a Council of Governments for

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:

2024-09.10.m A resolution authorizing the approval of payment of invoices for

departments that need Board of Commissioners' approval.

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Roll call vote of the motion resulted as follows:

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

Regular Meeting #38 - 2024 – September 10, 2024

9/17/2024

#### **Executive Session**

On the motion of Steve Davis and the second of Jeff Fix, the Board of Commissioners voted to go into Executive Session to Discuss Personnel Related Matters at 10:10 a.m. In attendance: the Commissioners, the County Administrator and Deputy County Administrator, Representatives from the Prosecutor's Office, the Commissioners' Clerk, and the Sheriff.

Roll call vote of the motion resulted as follows:

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

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted at 10:40 a.m. to leave Executive Session.

Roll call vote of the motion resulted as follows:

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

#### **Executive Session**

On the motion of Steve Davis and the second of Jeff Fix, the Board of Commissioners voted to go into Executive Session to Discuss Personnel Related Matters at 10:40 a.m. In attendance: the Commissioners, the County Administrator and Deputy County Administrator, Representatives from the Prosecutor's Office, the Commissioners' Clerk, and a Representative from Fairfield Medical Center.

Roll call vote of the motion resulted as follows:

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

On the motion of Steve Davis and the second of Jeff Fix, the Board of Commissioners voted at 11:14 a.m. to leave Executive Session.

Roll call vote of the motion resulted as follows:

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

#### Adjournment

With no further business, On the motion of Steve Davis and the second of Jeff Fix, the Board of Commissioners voted to adjourn at 11:14 a.m.

Roll call vote of the motion resulted as follows:

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

The next Regular Meeting is scheduled for 9:00 a.m. on Tuesday, September 17, 2024, in the Commissioners' Hearing Room, 210 E. Main St., Lancaster, OH.

Regular Meeting #38 - 2024 – September 10, 2024

9/17/2024 068

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Motion by: Jeff Fix that the September 10, 2024	•	Seconded by: Steve Davis tes were approved by the following vote:	
YEAS: Jeff Fix, Steve Davi ABSTENTIONS:	s, Dave Levacy	NAYS: None	JAYS: None
*Approved on September 1	7, 2024		
Dave Levacy	Jeff Fix	Steve	Davis
Commissioner	Commissioner	Commi	ssioner
Rochelle Menningen, Clerk			

## A Resolution Approving the Proposed Cooperation of the Fairfield County Board of Commissioners with the State of Ohio Director of Transportation

**WHEREAS,** the Director of Transportation of the State of Ohio, pursuant to the provisions of R.C. 5553.041 has submitted a petition of the closing of part of Allen Road (T.R.227) in Violet Township; and

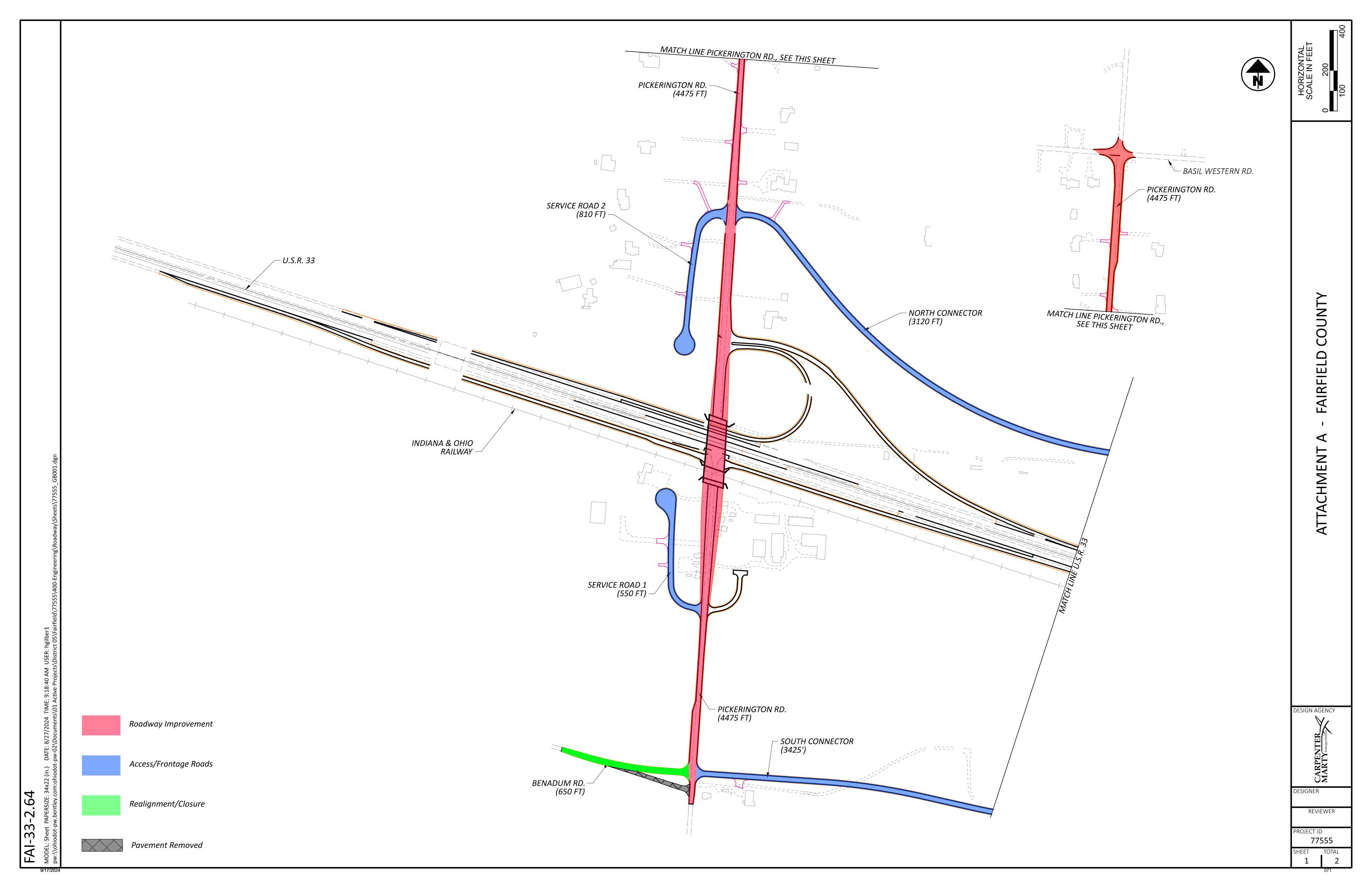
**WHEREAS,** the public interest demands the improvements under the provisions of R.C. 5511of that part of U.S.R. 33 situated in the County of Fairfield, State of Ohio, and described as the construction of a new interchange at the same location of the existing U.S.R.33/Pickerington Road intersection; and

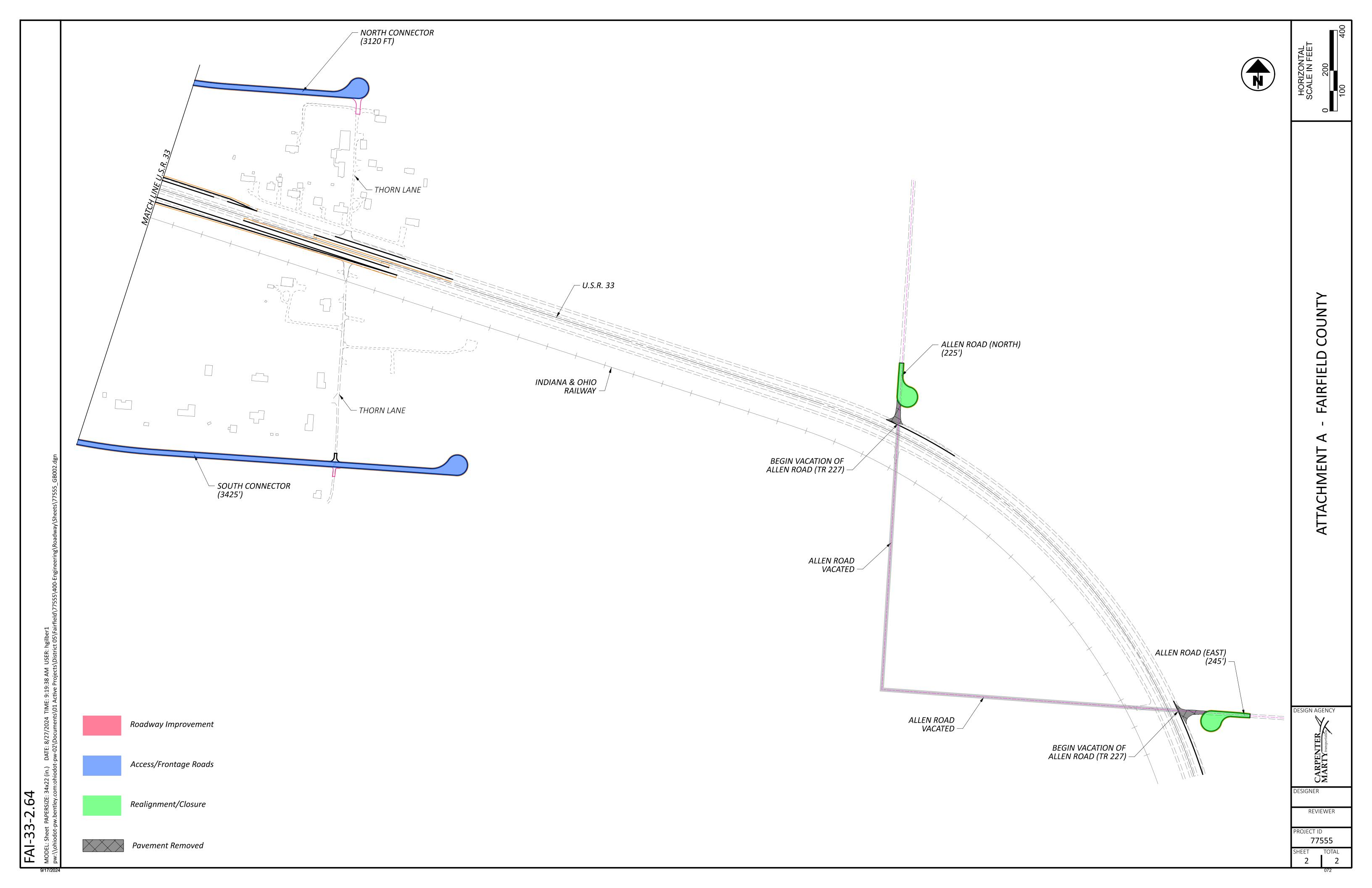
WHEREAS, the Fairfield County Board of Commissioners is of the opinion that it will be for the public convenience and welfare to cooperate with the Director of Transportation in the improvement of U.S.R 33 as described hereinbefore by proceeding as provided in Section 5553.16 of the Revised Code to close the portion of Allen Road (T.R. 227), as described in Attachment A, which lies within the right-of-way limits of the above described State Highway Improvement, provided, however that any compensation and damages, legally due property owners abutting the portion of the highway(s) to be closed shall be paid by the Director of Transportation as part of the costs of acquiring right-of-way for the state highway improvement and pursuant to procedures provided by law relating to the Director of Transportation.

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

**Section 1.** That the Board of Commissioners resolve to approve the proposed Cooperation of the Fairfield County Board of Commissioners with the State of Ohio Director of Transportation.

Prepared by: Rochelle Menningen





### Prosecutor's Approval Page

Resolution No. 2024-09.17.a

A Resolution Approving the Proposed Cooperation of the Fairfield County Board of Commissioners with the State of Ohio Director of Transportation

(Fairfield County Commissioners)

Approved as to form on 9/13/2024 3:32:14 PM by Amy Brown-Thompson,

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

Any Brown Manpson

Resolution No. 2024-09.17.a

A Resolution Approving the Proposed Cooperation of the Fairfield County Board of Commissioners with the State of Ohio Director of Transportation

(Fairfield County Commissioners)

This resolution has not yet been voted on.

### CERTIFICATE OF CLERK

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

A resolution approving an Account to Account transfer into a major expenditure category For General Fund# 1001 and to Appropriate from Unappropriated into a major expense category and a fund to fund transfer for Grant Fund# 3034, subfund#8350 for the FY2024 Ohio Airport Grant Program/Ohio Department of Transportation (ODOT)

**WHEREAS,** the Board of Commissioners approved the grant agreement for the FY2024 Ohio Airport Grant Program funding of a maximum of \$366,700 per Resolution 2024-04.30.a; and

WHEREAS, additional project costs require budget adjustments; and

**WHEREAS,** account to account transfer, fund to fund transfer, and appropriate from unappropriated into a major expenditure object category will allow the budget to increase.

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

**Section 1.** Request that the Board of County Commissioners approve the following account to account transfer in a major expenditure object category:

\$ 70,858.97 from: 12100148 contractual services

To: 12100148 transfers

**Section 2.** Request that the Board of County Commissioners approve the following fund to fund transfer:

\$88,974.07 from: 12100148 700019

To: 12303424 439100

**Section 3.** Request that the Board of County Commissioners approve to appropriate from unappropriated into a major expense category:

12303424 Capital Outlay \$ 30,080

A resolution approving to Appropriate from Unappropriated into a major expense category for Grant Fund# 3034, subfund#8350 for the FY2024 Ohio Airport Grant Program/Ohio Department of Transportation (ODOT), and Advance from the General fund.

### For Auditor's Purpose only:

### Section 1.

**\$**70,858.97 from: 12100148 530210 misc. allocations

To: 12100148 700019 Airport Grant Match

Section 3.

\$ 30,080 12303424 570000 Capital outlay

**Section 4a.** Request that the County Auditor on behalf of the Budget commission to issue an amended certificate for fund # 3034, Subfund#8350 in the amount of \$30,080

**Section 4b.** Request that the County Auditor update the following revenue accounts:

<\$58,894.07> 12303424 433400 State Govt. revenue +88,974.07> 12303424 439100 Intergovt. Reveue

Resolution No. 2024-09.17.b

A resolution approving an Account to Account transfer into a major expenditure category For General Fund# 1001 and to Appropriate from Unappropriated into a major expense category and a fund to fund transfer for Grant Fund# 3034, subfund#8350 for the FY2024 Ohio Airport Grant Program/Ohio Department of Transportation (ODOT)

(Fairfield County Commissioners)

This resolution has not yet been voted on.

#### CERTIFICATE OF CLERK

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

PO# 23006412

PO# 23004397

# A resolution of conversion of prior year 2022 & 2023 encumbrance (X-mode) to current year appropriation, to fund# 2876 – Fairfield County Commissioners

**WHEREAS,** prior year encumbrances were not used in the American Rescue Plan fund projects R61j, R61h, R61g, R17b, and R61a; and

**WHEREA,** these adjustments will also be presented to the Budget Commission and reflected against the Certificate of Estimated Resources to ensure budgetary compliance; and

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

**Section 1.** Request that the County Auditor to convert prior year 2022 & 2023 appropriations to current budget year 2024 \$60,357.71 as follows, showing as debit to fund cash:

```
Fund# 2876 001000 Balance Sheet Cash Account $60,357.71
PO# 22007872
               $ 2,342.03
PO# 23003649
                  220.00
PO# 23003650
               $
                  400.00
PO# 23003651
                  220.00
PO# 23003232
                  178.70
PO# 23003233
               $ 1,943.75
PO# 23003234
               $ 2,002.11
PO# 23002803
                  455.32
PO# 23002804
               $
                   61.71
PO# 23002815
               $
                  523.11
               $
PO# 23002926
                   22.16
PO# 23004010
                  220.45
               $
PO# 23003896
                   19.78
               $
PO# 23004303
                   45.00
PO# 23004597
                   64.81
PO# 23004967
               $ 1,225.21
PO# 23005181
               $ 5,000.00
PO# 23005182
               $ 4,231.35
PO# 23006164
               $ 1,324.11
PO# 23007734
                  236.02
```

21.68

\$ 1,931.28

# A resolution of conversion of prior year 2022 & 2023 encumbrance (X-mode) to current year appropriation, to fund# 2876 – Fairfield County Commissioners

PO# 23005307 \$ 728.54 PO# 23006866 \$ 71.60 PO# 23004366 \$ 1,861.81 PO# 22002332 \$34,320.00 PO# 22004484 \$ 687.18

**Section 2.** Request the Fairfield County Auditor on behalf of the Budget Commission, issue an adjusted Certificate reducing the carryover encumbrance (x-mode) by <\$60,357.71> for Fund# 2876 American Rescue Plan.

**Section 3.** These appropriations will be appropriated to ARP projects later in the year as the remaining ARP projects are finalized. All ARP projects must be obligated by the end of 2024.

ORG OBJ	PROJ	ACCOUNT YR/PR	JNL	EFF DATE SRC	REF1	REF2 REF3	REF4 COMMENT VENDOR C CHECK #	OB JOURNAL / SOY B	ALAI NET LEDGER BALANCE
12287600 530000	R61j	CONTRAC 24/8	1516	08/26/24 POM	017278	22007872 CAN 1	PO MAINT DR	-2342.03	22101.66
12287600 558000	R61h	TRAVEL RE 24/3	1066	03/18/24 POM	082861	23003649 CAN 1	PO MAINT EXPIRED 3.	-220	958.52
12287600 558000	R61h	TRAVEL RE 24/3	1066	03/18/24 POM	082862	23003650 CAN 1	PO MAINT EXPIRED 3.	-400	958.52
12287600 558000	R61h	TRAVEL RE 24/3	1066	03/18/24 POM	082863	23003651 CAN 1	PO MAINT EXPIRED 3.	-220	958.52
12287600 558000	R61h	TRAVEL RE 24/3	1066	03/18/24 POM	082861	23003232 CAN 1	PO MAINT EXPIRED 3.	-178.7	958.52
12287600 558000	R61h	TRAVEL RE 24/3	1066	03/18/24 POM	082862	23003233 CAN 1	PO MAINT EXPIRED 3.	-1943.75	958.52
12287600 558000	R61h	TRAVEL RE 24/3	1066	03/18/24 POM	082863	23003234 CAN 1	PO MAINT EXPIRED 3.	-2002.11	958.52
12287600 570000	R61g	CAPITAL O 24/3	1066	03/18/24 POM	002208	23002803 CAN 1	PO MAINT EXPIRED 3.	-455.32	179390.7
12287600 570000	R61g	CAPITAL O 24/3	1066	03/18/24 POM	002239	23002804 CAN 1	PO MAINT EXPIRED 3.	-61.71	179390.7
12287600 570000	R61g	CAPITAL O 24/3	1066	03/18/24 POM	071270	23002815 CAN 1	PO MAINT EXPIRED 3.	-523.11	179390.7
12287600 570000	R61g	CAPITAL O 24/3	1066	03/18/24 POM	014583	23002926 CAN 1	PO MAINT EXPIRED 3.	-22.16	179390.7
12287600 570000	R61g	CAPITAL O 24/3	1066	03/18/24 POM	071270	23004010 CAN 1	PO MAINT EXPIRED 3.	-220.45	179390.7
12287600 570000	R61g	CAPITAL O 24/3	1066	03/18/24 POM	004205	23003896 CAN 1	PO MAINT EXPIRED 3.	-19.78	179390.7
12287600 570000	R61g	CAPITAL O 24/3	1066	03/18/24 POM	017507	23004303 CAN 1	PO MAINT EXPIRED 3.	-45	179390.7
12287600 570000	R61g	CAPITAL O 24/3	1066	03/18/24 POM	007488	23004597 CAN 1	PO MAINT EXPIRED 3.	-64.81	179390.7
12287600 570000	R61g	CAPITAL O 24/3	1066	03/18/24 POM	009594	23004967 CAN 1	PO MAINT EXPIRED 3.	-1225.21	179390.7
12287600 570000	R61g	CAPITAL O 24/3	1066	03/18/24 POM	002208	23005181 CAN 1	PO MAINT EXPIRED 3.	-5000	179390.7
12287600 570000	R61g	CAPITAL O 24/3	1066	03/18/24 POM	002239	23005182 CAN 1	PO MAINT EXPIRED 3.	-4231.35	179390.7
12287600 570000	R61g	CAPITAL O 24/3	1066	03/18/24 POM	070680	23006164 CAN 1	PO MAINT EXPIRED 3.	-1324.11	179390.7
12287600 570000	R61g	CAPITAL O 24/3	1066	03/18/24 POM	009634	23007734 CAN 1	PO MAINT EXPIRED 3.	-236.02	179390.7
12287600 570000	R61g	CAPITAL O 24/3	1066	03/18/24 POM	009634	23006412 CAN 1	PO MAINT EXPIRED 3.	-21.68	179390.7
12287600 570000	R61g	CAPITAL O 24/3	1157	03/19/24 POM	002352	23004397 CAN 1	PO MAINT EXPIRED 3.	-1931.28	193100.9
12287600 570000	R61g	CAPITAL O 24/7	1936	07/30/24 POM	013638	23005307 CAN 1	PO MAINT DR	-728.54	506293
12287600 574000	R17b	EQUIPMEN 24/3	1066	03/18/24 POM	005564	23006866 CAN 1	PO MAINT EXPIRED 3.	-71.6	35020
12287600 574000	R17b	EQUIPMEN 24/3	1066	03/18/24 POM	005564	23004366 CAN 1	PO MAINT EXPIRED 3.	-1861.81	35020
12287600 574000	R17b	EQUIPMEN 24/8	1063	08/19/24 POM	016695	22002332 CAN 1	PO MAINT DR	-34320	55469.39
12287600 574000	R61a	EQUIPMEN 24/8	1514	08/26/24 POM	001370	22004484 CAN 1	PO MAINT DR	-687.18	139134
								-60357.7	

Resolution No. 2024-09.17.c

A Resolution of Conversion of Prior Year 2022 & 2023 Encumbrance (X-mode) to Current Year Appropriation, to Fund #2876

(Fairfield County Commissioners)

This resolution has not yet been voted on.

### CERTIFICATE OF CLERK

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

A resolution to approve an authorized use of American Rescue Plan fiscal recovery funding and appropriate from unappropriated funds for the County ARP fiscal recovery fund, #2876, for assistance to the Lancaster Festival, a non-entity, anticipating a payment as a beneficiary to allow for support of Lancaster Festival which was negatively impacted by the COVID-19 pandemic.

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

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

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

**WHEREAS**, the American Rescue Plan fiscal recovery funds are permitted to be used to respond to the public health emergency with respect to the COVID19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;

**WHEREAS**, there have been multiple reports about the need for non-profit organizations to have support to address impacts from the COVID-19 pandemic;

**WHEREAS**, Lancaster Festival experienced significant detriment and hardship as a result of the COVID-19 Pandemic;

**WHEREAS**, The cancellation of the 2020 Lancaster Festival was devastating financially. In a typical year, ticket sales account for about 50% of annual revenue and donations account for another 40%. The cancellation of all Lancaster Festival events decreased their revenue to 10% of their annual budget as few patrons donated due to the cancellation. As the community returned to live events, the Lancaster Festival modified the schedule to only include outdoor events and the number of performers in the Lancaster Festival Orchestra. Safety for both musicians and guests were their top priority going into the 2021 season, the Board of Directors understood they could expect a loss. With careful planning, previous years of saving, and diligent grant writing, they have been able to move forward;

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 Lancaster Festival, a non-entity, anticipating a payment as a beneficiary to allow for support of Lancaster Festival which was negatively impacted by the COVID-19 pandemic.

**WHEREAS**, Four years later, the effects of the Covid-19 Pandemic are still being felt by the Lancaster Festival. Attendance at ticketed events is lower than pre-pandemic as the public has been slow to return to in-person events. The cost of hiring artists has also increased dramatically during this period. Nationally touring artists that had no work during the pandemic have increased fees by as much as 50%. Production expense and supply costs also increase in price each year. All these factors have left the Lancaster Festival with an economic loss of \$239,000 for the 2024 season;

**WHEREAS**, ARP funds have the potential to significantly benefit the Lancaster Festival as they strive to recover from the pandemic's far-reaching consequences;

**WHEREAS**, the project number R210i has been assigned to this project.

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

**Section 1**. The Board of County Commissioners approves the use of ARP fiscal recovery funds for the provision assistance to a non-profit in response to the public health emergency with respect to COVID19 or its negative economic impact anticipating a beneficiary payment to the Lancaster Festival up to a total of \$100,000.

**Section 2.** The Board of County Commissioners requests the County Auditor approve appropriations for fund #2876, as follows in major categories of expenditures:

\$ 100,000 Contract Services for 12287600

**Section 3.** The Deputy County Administrator will develop documentation, monitoring, oversight, and reporting procedures for the beneficiary payment to the Lancaster Festival

### For County Auditor Use Only:

**Section 2.** Update the following appropriations:

Resolution No. 2024-09.17.d

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 Lancaster Festival, a non-entity, anticipating a payment as a beneficiary to allow for support of Lancaster Festival which was negatively impacted by the COVI D-19 pandemic.

(Fairfield County Commissioners)

This resolution has not yet been voted on.

#### CERTIFICATE OF CLERK

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

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

**WHEREAS,** FCBDD is responsible for paying for August transportation costs for individuals to Lancaster-Fairfield Public Transit; and

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

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

12290800 433034 4111 Grant PT000 \$648.00 12290854 434000 4160A \$72.00

This amount represents monies owed to the Lancaster-Fairfield Public Transit, for transportation costs for individuals and paid by FCBDD to Lancaster-Fairfield Public Transit as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing Lancaster-Fairfield Public Transit for FCBDD's portion of July transportation costs which FCBDD is responsible.

Memo expenditure as referenced in supporting documentation:

Vendor #5672 Lancaster-Fairfield County Transit

Account: 52676801 550080

Amount: \$ 720.00

Prepared by: Cathy Anderson, Fiscal Officer

cc: Aaron Kennedy, Lancaster Fairfield Public Transit

### Lancaster-Fairfield Public Transit



Lancaster-Fairfield Public Transit

Email

cmartin@ci.lancaster.oh.us/ccarter@ci.lancaster

.oh.us

Website: ci.lancaster.oh.us/transit/242

Bill To: Fairfield County Board of DD

Aug-24

Address: 795 College Ave

Lancaster Ohio, 43130

Invoice For:

Lancaster Ohio, 43130

746 Lawrence St

Contact: Beth Seifert

P: 740-681-5086

F: 740-681-5088

Email: bseifert@fairfielddd.com

Contact:

Email:

Invoice #: 9424

Invoice Date:

9/4/2024

Terms:

30 Days

Due Date:

10/4/2024

Rides	Description	Qty	Unit Price	Account Code	Price	
40	Individual Rides	40	\$ 18.00	4421	\$	720.00
					\$	
					\$	
					\$	
		THE BUILDING			s	
					\$	
ار الأكواد					\$	
					\$	
					\$	
					\$	
					\$	
					\$	
A dala all at a	durante la constant la	Tenneit		Invoice Subtotal	\$	720.00
	cks payable to Lancaster-Fairfield Public EDIT CARDS NOT ACCEPTED	Hallsic		TOTAL	\$	720.00

Fare Type 1 Actual Trip Distance	30361	31604	30361	30361	30361	30361	30361	30361	33567	30361	30361	30361	30361	32410	30361	30361	33567	30361	25607	28159	37241	25607	25607	25607	25607	25607	25607	28441	25607	28159	25607	25607	27312	25607	25607	25607	27652	25607	28159	28374
	Contract	Contract	Contract	Contract	Contract	Contract	Contract	Contract	Contract	Contract	Contract	Pass	Cash	Pass	Contract	Contract	Contract	Pass	Contract	Contract	Contract	Contract	Contract	Contract	Contract	Contract	Contract	Contract	Contract											
ted Drop-Off Arrival Time Funding Source	6:31 Board of DD	15:32 Board of DD	6:31 Board of DD	16:02 Board of DD	6:46 Board of DD	15:41 Board of DD	6:35 Board of DD	15:29 Board of DD	6:46 Board of DD	15:57 Board of DD	6:30 Board of DD	15:39 Board of DO	6;30 Board of DD	16:08 Board of DD	6:37 Board of DD	15:27 Board of DD	6:48 Board of DD	15:36 Board of DD	11:36 Board of DD	11:29 Board of DD	11:54 Board of DD	11:29 Board of DD	11:37 Board of DD	11:39 Board of DD	11:44 Board of DD	11:23 Board of DD	11:39 Board of DD	11:36 Board of DD	11:58 Board of DD	11:48 Board of DD	11:38 Board of DD	11:31 Board of DD	11:36 Board of DD	11:31 Board of DD	11:24 Board of DD	11:34 Board of DD	11:48 Board of DD	11:18 Board of DD	11:59 Board of DD	11:39 Board of DD
Drup off Street Inumber Drop off POI Name Reported Drop-Off Arrival Time Funding Source	29746 Camp Aklla	1476	29746 Camp Akita	1476	29746 Camp Aklta	1476	29746 Camp Akita	1476	29746 Camp Akita	1476	29746 Camp Akita	1476	29746 Camp Akita	1476	29746 Camp Alita	1476	29746 Camp Akita	1476	101	101	101	101	101	101	101	101	101	101	101	101	101	101	101	101	101	101	101	101	101	101
Drop-off Street	Logan Horns Mill Rd	Tiki Ln	Logan Horns Mill Rd	Tiki La	Logan Horns Mill Rd	Tiki Ln	Logan Horns Mill Rd	Tiklu	Logan Horns MIII Rd	Tiki Ln	Logan Harns Mill Rd	TikiLn	Logan Horns Mill Rd	Tikitn	Logan Horns Mill Rd	Tikl Ln	Logan Horns Mill Rd	Tiki Ln	Lois Ln	Loss Ln	Lois Ln	Lois Ln	Lois Ln	Lols tn	Lois Ln	Lois Ln	Lois Ln	Lais Ln	Lois Ln	Lols Ln	rols Ln	tols Ln	Lois Ln	Lols tn	Lols Ln	Lois Ln				
_	Sugar Grove	Lancaster	Sugar Grove	Lancaster	Sugar Grove	Lancaster	Sugar Grove	Lancaster	Pataskala	Pataskala	Pataskala	Palaskala	Pataskala	Pataskala	Pataskala	Pataskala	Pataskafa	Pataskala	Pataskala																					
Pick-up Street Number Pick-up POI Name	252	29746 Camp Akila	1476	29746 Camp Akita	1476	29746 Camp Akıla	1476	29746 Camp Akita	1476	29746 Camp Akita	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120								
Pick-up Street	_	Logan Horns Mill Rd	Tiki tn	Logan Horns Mill Rd	TIKI LI	Logan Horns MIII Rd	Tiki Lı	Logan Horns Mill Rd		Logan Horns MIII Rd	Tiki Ln	<ul> <li>Logan Horns Mill Rd</li> </ul>	Tiki Ln	Logan Horns MIII Rd	Tiki Ln	2 Logan Horns MIII Rd	Tiki Lu	e Logan Horns Mill Rd		n Soutwood St		n Saurwood St	n Sourwood St	n Sourwood St	n Saurwood St	n Sourwood St	n Sourwood St	n Soutwood St	n Sourwood St	n Sourwood St	# Sourwood #	n Sourwood St	n Sourwood St	n Sourwood St	is Sourneed St	n Sparwood St	n Sourwood St	in Sourwood St	in Sourwood St	in Saurwood St
Reported Pick-up Departure Time Pick-up City	5:59 Lancaster	15:02 Sugar Grove	6;02 Lancaster	15:36 Sugar Grove	6:15 Lancaster	15;13 Sugar Grove	6:05 Lancaster	15:01 Sugar Grove	6;10 Lancaster	15:13 Sugar Grove	6:02 Lancaster	15:12 Sugar Grove	6:01 Lancaster	15:37 Sugar Grove	6:08 Lancaster	15:01 Sugar Grove	6:08 Lancaster	15:02 Sugar Grove	11:06 Pickerington	10:51 Pickerington	10:55 Pickerington	10:58 Pickerington	11:02 Pickerington	11:07 Pickerington	11:13 Pickerington	10:49 Pickerington	11:04 Pickerington	10:53 Pickerington	11:25 Pickerington	11:13 Pickerington	11:05 Pickerington	10:59 Pickerington	10:53 Pickerington	11:01 Pickerington	1052 Pickerington	10.59 Picherington	10;55 Pickerington	10:47 Pickerington	11;26 Pickerington	10:56 Pickerington
Trip Date Cancel Type Reported Pick-up Arrival Time Reports	5:59	15:00	6:02	15:33	6:15	15:11	90:9	15:00	6:10	15:12	20:9	15:10	00:9	15:32	80:9	14:58	6:07	14:41	11:06	10:51	10:54	10:57	10:11	11:07	11:12	10:49	11:02	10;53	11:25	11:13	11:05	10:59	10:53	11:00	10:51	10:59	10:55	10:47	11:26	10:56
	8/5/2024	8/5/2024	8/6/2024	8/6/2024	8/7/2024	8/7/2024	8/12/2024	8/12/2024	8/13/2024	8/13/2024	8/19/2024	8/19/2024	8/20/2024	8/20/2024	8/26/2024	8/26/2024	8/27/2024	8/27/2024	8/1/2024	8/2/2024	8/5/2024	8/6/2024	8/7/2024	8/8/2024	8/9/2024	8/12/2024	8/13/2024	8/14/2024	8/15/2024	8/16/2024	8/19/2024	8/20/2024	8/21/2024	8/22/2024	8/23/2024	8/26/2024	8/27/2024	8/28/2024	8/29/2024	8/30/2024
Cllent Last Name	Booth	Booth	Booth	Booth	Booth	Booth	Booth	Lichwa	Lichwa	Lichwa	Lichwa	Lichwa	Llchwa	Lichwa	Llchwa	Lichwa	Lichwa	Lichwa	Elchwa	Llchwa	Lichwa	Lichwa	Lichwa	Lichwa	Lichwa	Lichwa	Lichwa	Lichwa	Lichwa											
Clent Fest Name	Brandon	Brandon	Brandon	Brandon	Brandon	Brandon	Brandon	Ava	Ava	Ava	Ava	Ava	Ava	Ava																										

### Anderson, Cathy Jo

From:

Shugart, Michelle Elise

Sent:

Wednesday, September 4, 2024 1:48 PM

To:

Anderson, Cathy Jo

Subject:

RE: Aug Invoice

Hi Cathy,

Yes, this looks good to go.

Thanks!

### Michelle Shugart

### Individual Budget Liaison - Local Services Lead

717 College Avenue Lancaster, Ohio 43130 (740) 652-7230 (740) 756-7857 (Fax)



"Our mission is to bring about a vibrant community where people lead lives of greater independence and make meaningful contributions"

All or part of this electronic mail transmission from the Fairfield County Board of Developmental Disabilities, including any attached files, may contain confidential and/or privileged information, including patient information protected by federal and state privacy laws, for the sole use of the intended recipient(s). Any review, use, distribution, dissemination, printing, downloading, copying, or disclosure by others is strictly prohibited. If you are not the intended recipient (or authorized to receive information for the recipient), you are hereby notified that you have received the transmission in error. As a result, we ask that you please permanently delete it and any attachments, as well as any copies, from your system without printing, copying, forwarding, or otherwise disseminating it. We also ask that you notify us of the error by a separate e-mail to hipaa@fairfielddd.com or by calling the Fairfield County Board of Developmental Disabilities at (740) 652-7220, so that our address records can be corrected.

From: Anderson, Cathy Jo <cathy.anderson@fairfielddd.com>

Sent: Wednesday, September 4, 2024 1:30 PM

To: Shugart, Michelle Elise <michelle.shugart@fairfielddd.com>

Subject: FW: Aug Invoice

Hi Michelle,

Does this invoice look okay before I pay it.

Thanks!

### **Cathy Anderson**

### **Fiscal Officer**

795 College Avenue Lancaster, Ohio 43130 (740) 652-7220 (740) 687-7250 (Fax)



"Our mission is to bring about a vibrant community where people lead lives of greater independence and make meaningful contributions"

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

Sent: Wednesday, September 4, 2024 12:47 PM

**To:** Anderson, Cathy Jo <<u>cathy.anderson@fairfielddd.com</u>> **Cc:** Kennedy, Aaron T <<u>aaron.kennedy@fairfieldcountyohio.gov</u>>

Subject: Aug Invoice

Attached is the invoice for Aug trips.

90% will go into Org Code 12290800 Object Code 433034 Charge Code 4111 Grant PT000 (\$648.00) 10% will go into Org Code 12290854 Object Code 434000 Charge Code 4160A (\$72.00)

Please let me know if you have any questions 💿

Thanks,

Courtney



Resolution No. 2024-09.17.e

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

(Fairfield County Board of Developmental Disabilities )

This resolution has not yet been voted on.

### CERTIFICATE OF CLERK

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

### A resolution authorizing an account to account transfer for EMA Fund 2091 Local Emergency Planning Committee Funds [EMA]

WHEREAS, appropriations are needed to cover expenses for 2024; and

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

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

**Section 1.** That the transfer of appropriations in the amount of \$607.26. is hereby authorized as follows:

FROM: 12209100 Materials and Supplies

TO: 12209100 Contract Services

Prepared by: Christy Noland

cc: EMA

# A resolution authorizing an account to account transfer for EMA Fund 2091 Local Emergency Planning Committee Funds [EMA]

### For auditor only:

\$607.26.

FROM: 12209100 561000 Supplies

TO: 12209100 530000 Contract Services

Prepared by: Christy Noland

cc: EMA

Resolution No. 2024-09.17.f

A resolution to approve a memo expenditure from EMA fund Local Emergency Planning Committee 2091 to EMA fund 2090 for agreed service.

(Fairfield County Emergency Management Agency)

This resolution has not yet been voted on.

### CERTIFICATE OF CLERK

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

### A Resolution to Approve the Contract with Jagger Construction , LLC for the Salt Barn Concrete Pavement Project.

**WHEREAS,** on August 3, 2024, this Board of Commissioners awarded the Bid for the Salt Barn Concrete Pavement Project to Jagger Construction , LLC for \$169,486.56, and

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

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

**SECTION 1:** that this Board of Commissioners approves the Salt Barn Concrete Pavement Project Contract with Jagger Construction , LLC for \$169,486.56 by signing the Contract Agreement and this Resolution for this project to proceed.

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

Prepared by: Randy Carter cc: Engineering Department

#### CONTRACT

This Contract, made this	day of	, 2024, between the Fairfield County
Commissioners, hereinafter called	the Owner, and	and its successors, executors, administrators and
assigns, hereinafter called the Cont	ractor.	

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

ARTICLE I: Scope of the Work - The Contractor shall perform within the time stipulated, the Contract as herein defined of which this agreement is a component part and everything required to be performed and shall provide and furnish any and all of the labor and materials together with all tools, equipment and all utility and transportation services necessary to perform the Contract and complete in a workmanlike manner all the work covered by the Contract in connection with the Owner's Project identified as: 2024 Fairfield County Salt Barn Concrete Pavement Project in strict conformity with the Proposal, Plans, and Specifications including any and all Addenda issued by the Owner with the other Contract Documents.

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

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

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

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

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

ARTICLE V: Failure to Complete on Time - If the Contractor fails to complete the work within the time allowed, not to commence prior to October 21, 2024 and must be completed not later than November 29, 2024, the Owner for each Calendar Day that any work shall remain uncompleted after the Contract completion date shall charge liquidated damages, from money due the Contractor, per the State of Ohio Department of Transportation Construction and Material Specifications Book specified in the General Specifications document included with this contract. The Owner may waive such portions of the liquidated damages as may accrue after the work is in condition for safe and convenient use by the Public.

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

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

ARTICLE VII: In consideration of the premises and in accordance with the provisions of Article 30 of the General Conditions, the Owner agrees to pay to the Contractor the appropriate sum of upon completion of after inspection and acceptance by the Owner.

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

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

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

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

OWNER: FAIRFIELD CO	DUNTY COMMISSIONER	S
BY:		
David L. Levacy President	Jeffrey M. Fix Commissioner	Steven A. Davis Commissioner
CONTRACTOR:	Jagger Construction LLC	
BY (signature):	Caratelut	5
BY (print name):	Tara Roberts	
ADDRESS:	3907 Chestnut Oak Trail Lima	a, Ohio 45807
TELEPHONE:	567-204-4837	
FAX:		
E-MAIL:	troberts@jaggerconstruc	ction.com

### CERTIFICATES

The hereto attached Per	formance and Payment Bond being , 2024.	good and sufficient is accepted this
FAIRFIELD COUNTY	BOARD OF COMMISSIONERS:	
David L. Levacy President	Jeffrey M. Fix Commissioner	Steven A. Davis Commissioner
	CERTIFICATE OF COUNTY AU	DITOR
Vehicle Fund and/or 1/2-	nat funds are available, or are in the p mill Levy Fund, in the amount of authorized or directed for the Salt Ba	\$169,486.56. This figure has been
	Carri L. Brown	-Brown MS
Dated at Lancaster, Ohio:	Fairfield County 2 SLPTember 9, 2024	Auditor
CI	ERTIFICATE OF PROSECUTING	ATTORNEY
I HEREBY APPROVE t	Amy L. Brown-T	•
	Date: 911	

Resolution No. 2024-09.17.g

A Resolution to Approve the Contract with Jagger Construction, LLC for the Salt Barn Concrete Pavement Project

(Fairfield County Engineer)

This resolution has not yet been voted on.

### CERTIFICATE OF CLERK

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

### A Resolution to Approve the Notice to Commence for the Salt Barn Concrete Pavement Project

CONTRACT: Salt Barn Concrete Pavement Project

**WHEREAS,** by Resolution on September 17, 2024, this Board of Commissioners awarded a Contract to Jagger Construction, LLC, in the amount of \$169,486.56.00 for the Salt Barn Concrete Pavement Project.

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

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

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

**SECTION 1:** that this Board of Commissioners resolves to, and does hereby, authorize its President to sign the required Notice of Commencement in the matter of the Salt Barn Concrete Pavement Project.

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

Prepared by: Randy Carter cc: Engineering Department

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

STATE OF OHIO:

SS

### COUNTY OF FAIRFIELD:

Now comes the Board of Commissioners of Fairfield County Ohio by David L. Levacy, its President, who after being duly cautioned and sworn, states the following in connection with the Salt Barn Concrete Pavement Project:

- 1. The Public Improvement under construction is the Salt Barn Concrete Pavement Project.
- 2. The name, address, and capacity of the Owner of the real property contracting for the improvement is the Board of Commissioners of Fairfield County Ohio; 210 East Main Street; Room 301; Lancaster, Ohio 43130-3879.
- 3. The name and address of the fee owner of said real property is the Board of Commissioners of Fairfield County Ohio; 210 East Main Street; Room 301; Lancaster, Ohio 43130-3879.
- 4. The name, address, and trade of the principal Contractor is: Jagger Construction, LLC, whose principal trade is that of concrete pavement contractor.

This instrument was prepared by: Amy Brown-Thompson, Assistant Prosecuting Attorney for Fairfield County Ohio; 239 W. Main Street; Suite 101; Lancaster, Ohio 43130.

- 5. The fee owner of said property has no designee.
- 6. The date the public authority first executed a contract with the principal Contractor for the public improvement was September 17, 2024.
- 7. There are currently no lending institutions providing financing for this improvement.
- 8. The name and address of the surety on the bond guaranteeing payment of the original Contractor's obligations under the contract for this improvement is West Bend Insurance Company, 1900 South 18<sup>th</sup> Avenue, West Bend, WI 53095.
- 9. To Lien Claimants and Subsequent Purchasers: Take notice that labor or work is about to begin on, or materials are about to be furnished for, an improvement to the real estate described in this instrument. A person having a mechanics' lien may preserve the lien by proving a Notice of Furnishing to the above-named designee and his original Contractor, if any, by timely recording an affidavit pursuant to Section 1311.06 of the Ohio Revised Code. A copy of this notice may be obtained upon making a written request by certified mail to the above-named owner, part owner, lessee, designee, or the person with whom you have contracted.
- 10. The name and address of the person preparing this notice is Amy Brown-Thompson, Assistant Prosecuting Attorney for Fairfield County Ohio; 239 W. Main Street; Suite 101; Lancaster, Ohio 43130.

11. The foregoing information is knowledge and belief.	true and accurate to the best of my
12. Further affiant sayeth naught.	
	David L. Levacy The Board of Commissioners of Fairfield County Ohio, Affiant
Be it remembered, that on this dathe subscriber, a notary public, in and for said state, properties of Commissioners of Fairfield County Ohio, affithat signing thereof to be his individual voluntary act Board of Commissioners of Fairfield County Ohio.	personally came David L. Levacy, President of the ant in the foregoing Affidavit, who acknowledged
In testimony thereof, I have hereunto subscriyear aforesaid.	bed my name and affixed my seal on this day and
	Notary Public – State of Ohio

Resolution No. 2024-09.17.h

A Resolution to Approve the Notice to Commence for the Salt Barn Concrete Pavement Project

(Fairfield County Engineer)

This resolution has not yet been voted on.

### CERTIFICATE OF CLERK

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

### A resolution to approve a Change Order for the FAI-CR7-1.94 Refugee Road Intersection Safety Improvements.

**WHEREAS,** on September 5, 2023, this Board of Commissioners awarded the Contract Bid for the FAI-CR7-1.94 Refugee Road Intersection Safety Improvements to Complete General Construction Company for a Bid of \$3,581,083.88, and

**WHEREAS,** on May 7, 2024, this Board of Commissioners approved Resolution 2024-05.07.h along with Change Order Number One increasing the Contract price from \$3,581,083.88 to \$3,610,965.64.

**WHEREAS,** on July 9, 2024 this Board of Commissioners approved Resolution 2024-07.09.aa along with Change Order Number Two increasing the Contract price from \$3,610,965.64 to \$3,682,395.42.

**WHEREAS,** actual quantities of items used to complete this project differ from the quantities estimated in the Contract documents, as shown on the attached Change Order, and

**WHEREAS,** the County Engineer is requesting approval of Change Order Number Three to reflect actual quantities used to date on this project, which will increase the Contract price from \$3,682,395.42 to \$3,724,155.46.

### 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 approve and does hereby sign this Resolution and the attached Change Order Number Three, to increase the Contract price by \$41,760.04, making the revised cost of the FAI-CR7-1.94 Refugee Road Intersection Safety Improvements \$3,724,155.46.

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

Prepared by: Cheryl Downour

cc: Engineer's Office

### OFFICE OF THE COUNTY ENGINEER

### FAIRFIELD COUNTY, OHIO

				CHANGE ORDER						
Change	Order No.:	3		FAIRFIELD COUNTY ENGINEERS OFFICE	Change Order	Date: 9-10-2	2024			
Contrac	Contract For FAI-CR7-1.94 REFUGEE ROAD INTERSECTION SAFETY IMPROVEMENTS									
Contract	Contractor: Complete General Construction									
	You are hereby requested to comply with the following changes from the contract plans and specifications:									
Description of Changes:										
Ref. #19,20,22 relect additional quantity needed for undercuts										
12	2. Ref.#50 is	due to plan e	rror in qua	antity and actual field measurements.  Ining due to plan error						
				sured quantity by ticket						
Quanity	and Cost C	hanges:				Decrease	Increase			
REF#	ITEM#	QUANTITY	UNIT	DESCRIPTION	UNIT \$	In Price	In Price			
19	204	59	CY	EXCAVATION OF SUBGRADE, AS PER PLAN	\$44.00	\$0.00	\$2,596.00			
20	204	59	CY	GRANULAR MATERIAL, TYPE C, AS PER PLAN, "A"	\$62.00	\$0.00	\$3,658.00			
22	204	141	SY	GEOTEXTILE FABRIC, AS PER PLAN	\$3.00	\$0.00	\$423.00			
50	605	280	FT	4" SHALLOW PIPE UNDERDRAINS	\$15.00	\$0.00	\$4.200.00			
70	254	437	SY	PAVEMENT PLANNING, ASPHALT CONCRETE (3" THICK)	\$5.60	\$0.00	\$2,447.20			
71	302	26.21	CY	ASPHALT CONCRETE BASE, PG64-22, (449) (6" THICK)	\$173.50	\$0.00	\$4,547.44			
78	442	86.27	CY	ASPHALT CONCRETE SURFACE COURSE, 12.5 MM, TYPE A (449) (1.5" THICK)	\$260.00	\$0.00	\$22,430.20			
79	442	6.34	CY	ASPHALT CONCRETE INTERMEDIATE COURSE, 19 MM, TYPE A (449) (2" THICK)	\$230.00	\$0.00	\$1,458.20			
	*	,			TOTALS:	\$0.00	\$41,760.04			
				Net Change ir	Contract Price:		\$41,760.04			
The sum	of	\$41,760.04	is hereby a	added to the original contract price of	>		\$3,682,395.42			
making th	e current co		•	·····>			\$3,724,155.46			
<b>T</b> I (*				Note to the state of						
i ne time j	provided for	completion is	UNCHA	NGED by NO calendar days.						
This docu	ment will be	come a suppl	ement to t	the contract and all provisions of the contract apply hereto.						
8	in a	us								
		Engl./Dep. Er	ngr.							
Date: 9	111/24				-					
7	/	7								
Complete	General Co	nstruction			Fairfield County	Commission	ers			
Date: 9/	10124				Date:	8				

Resolution No. 2024-09.17.i

A Resolution to Approve a Change Order for FAI-CR7-1.94 Refugee Road Intersection Safety Improvements

(Fairfield County Engineer)

This resolution has not yet been voted on.

### CERTIFICATE OF CLERK

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

2024-09.17.j

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 - \$192.00

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

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure 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: \$192.00

Prepared by: Brandi Downhour, Budget Manager

cc: Jamie Ehorn, Fairfield County Health Department

# Signature Page

Resolution No. 2024-09.17.j

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

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

# CERTIFICATE OF CLERK

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

2024-09.17.k

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

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

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

**WHEREAS,** this agreement shall be effective August 1, 2024 through July 31, 2025, and

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

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

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

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

Prepared by: Brandi Downhour cc: JFS / Budget Manager

# Purchase of Service Agreement Fairfield County Job & Family Services and The Recovery Center

This agreement is made and entered into this 1st day of August 2024 by and between the Fairfield County Job & Family Services, Child Protective Services, and The Recovery Center, 201 South Columbus Street, Lancaster, Ohio 43130.

- 1) Purchase of Service: Subject to terms and conditions set forth in this agreement, Fairfield County Job and Family Services (hereinafter referred to as FCJFS) and Child Protective Services (hereinafter referred to as CPS), agrees to purchase for and provider agrees to furnish to FCJFS those specific services detailed in this agreement with The Recovery Center (hereinafter referred to as The Recovery Center).
- 2) Purpose of Agreement: A collaborative effort between Fairfield County Child Protective Services, the Fairfield County Juvenile/Probate Court, and local providers to improve outcomes for families involved in the child protective system experiencing a primary diagnosis of substance use disorder (SUD). Goals of this collaboration are to enhance available services, increase parental participation and success in Family Dependency Treatment Court (FDTC) and reduce out of home placement of children while maintaining safety. Identified activities include the use of tools for rapid SUD and trauma screening, early access to in home services and supports designed to engage families, increased case management and judicial oversight, peer mentoring/recovery coach program for parents and caregivers.
- 3) Agreement Objectives: The Recovery Center will provide expedited SUD assessment and ongoing case management in the home of FCJFS clients referred by the Protective Services Department as specified within this purchase of service agreement.
  - Increased identification of individuals with SUD involved with the child protection system.
  - Increased participation rates (by a minimum of 50%) in either track of Family Dependency Treatment Court for individuals with SUD identified during UNCOPE and trauma screening.
  - Increased access to in home SUD/Mental Health services.
  - Increased graduation rates for FDTC participants.
  - Reduction of children entering substitute placement as the result of parental SUD and/or mental health issues.
  - Reduction in child protection court filings related to SUD issues, reducing burden on court (reduced overall cases on docket, lowered attorney costs and court fees for participants).

- **4)** Agreement Term: This Agreement shall be for the period commencing on August 1, 2024 and terminating July 31, 2025. FCJFS may extend the agreement for two (2) additional 12 month periods upon mutual consent of the parties and contingent upon the availability of funding and successful performance of The Recovery Center.
- 5) Agreement Ceiling: This is a master agreement with no defined dollar unit. Nothing in this agreement will be construed to guarantee The Recovery Center either a minimum or maximum number of referrals or a minimum or maximum payment amount during the agreement term.

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

# 6) Service Deliverables and Unit Costs:

#### The Recovery Center will provide the following:

- Provide immediate access to diagnostic assessment for SUD/Mental Health Services and treatment recommendations.
- Provide ongoing case management and peer support in home when further services are determined necessary by the assessment.
- The Recovery Center is responsible for the following:

# **SUD Assessment Services**

- Scheduling of SUD/MH assessment within two business days of referral.
- Completion of assessment within seven to ten business days. Assessments may include but not limited to: history of substance use (self-report), recommendation for services (to include potential for substance abuse screening and frequency of any such screening), and results of any objective assessments.
- o Provide a summary of treatment recommendations to Child Protective Services and/or Fairfield County Juvenile/Probate Court.

# Case Management Services

- o Intensive collaboration and service delivery in conjunction with CPS, Fairfield County Juvenile/Probate Court, and other service providers.
- Ability to provide case management in conjunction with office based or telehealth individual and family SUD and mental health services based on recommendations of the assessment.
- Participate in clinical/case management staffing to improve service delivery and increase efficiency.

- o Collaboration with other service providers as necessary to maintain child safely in the home or reunification if applicable.
- Participation in judicial hearings/oversight of families participating in the programs.
- o Provide SUD/mental health treatment as dictated by client/family needs.

#### Family Peer Mentor-

- The Recovery Center and FCJFS-PS will collaborate to dually manage the Family Peer Mentors employed by the The Recovery Center.
- o FCJFS-PS will assure the Family Peer Mentor has a co-located workspace within FCJFS-PS.
- o The Recovery Center Family Peer Mentors who are assigned to a child welfare open family will adhere to any fidelity standards identified through a grant program. This may include the following:
  - Use of an Interview and Hiring Guide
  - Co-Supervision to be provided between The Recovery Center and FCJFS-PS to address employee performance and clinical conversations.
  - o Documentation of Family Peer Mentor interactions with FCJFS-PS families
  - Attendance at shared decision-making meetings, direct line meetings, case review meetings, and steering committee meetings.
- When Family Peer Mentor performance concerns arise, the following activities will take place:
  - The Recovery Center and FCJFS-PS agrees to notify the partnering agency within 24 hours of the concerns or issues received.
  - The Recovery Center agrees to address the concerns received regarding the Family Peer Mentor within 48 hours of the concerns being received.
  - o Routine communication to include emails, phone calls/meetings to provide updates and progress between the partnering agencies.
  - A release of information form can be presented to the Family Peer Mentor for The Recovery Center to provide information regarding the concerns, course of action, drug screen results if applicable, and outcomes.

# The Recovery Center shall be paid at the following rates:

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

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

Non-Medicaid Billable Services	Unit	Rate
Family Peer Mentors	15 minutes	\$22.00
Non-client-specific Program Facilitation and	1 hour	\$150.00
Consultation (e.g., trainings and meetings)		
Additional Services (e.g., Written Consultation	1 hour	\$150.00
Summaries, Client Consultation and Court		
Testimony)		

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

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

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

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

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

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

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

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

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

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

Invoices are to be directed to the following address:

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

9) General Principles: FCJFS will provide a referral that includes specific services needed, relevant client information, and formally request any additional services determined necessary by The

Recovery Center. The Recovery Center will assign appropriate The Recovery Center staff to respond to the client needs based on case volume, client location, and staff skills.

10) Referral and Appointments Process: The FCJFS assigned service team will make referrals for services. Referral packets will include an FCJFS referral form, any appropriate case-related documents, and appropriate authorizations for the provision of the services. Upon receipt of the referral packet, the assigned The Recovery Center staff, or assigned The Recovery Center support staff will contact the referred client directly within one (1) business day of receiving the referral packet, (or an identified adult if the individual referred is a youth) to set up the date, time and location of the service to complete the assessment within seven (7) business days. The Recovery Center staff will provide directions to the location designated for the initial service. Once an appointment is scheduled, The Recovery Center staff will notify the caseworker and supervisor via telephone, E-mail, or fax with the date and time of the appointment. The Recovery Center staff, will make at least two (2) attempts within a week to contact the client by telephone to schedule the service. If contact cannot be made or messages left for the client are not returned, The Recovery Center staff will consult with the caseworker to discuss how best to proceed. The Recovery Center or assigned staff is required to verify the appointment with the client 1-3 days before the scheduled appointment. The Recovery Center or assigned staff will notify the FCJFS caseworker of any change in the appointment or advise FCJFS of any cancellation.

Any referral received by The Recovery Center that is incomplete (i.e. lacks relevant contact and/or demographic information for the referred party and or the FCJFS employee requesting the referral), will not be accepted by The Recovery Center and will be returned to the FCJFS Supervisor. The Recovery Center may return referrals to FCJFS via US Mail and or personal delivery. The Recovery Center will contact the FCJFS Supervisor and Caseworker via e-mail to provide notification of the returned referral. The e-mail should include the referred client's SACWIS ID, the name of the FCJFS employee that submitted the referral, and the reason the referral is being returned. FCJFS staff will review all returned referrals and ensure completion of the referral prior to returning the referral to The Recovery Center.

11) Client No Shows: In the event that a client fails to attend a scheduled assessment, post-assessment consultation, and or clinical observation, The Recovery Center must notify the service team via telephone, e-mail, or fax within twenty-four (24) hours. When a client "no-show" occurs, The Recovery Center will attempt to contact the client the day of the missed appointment and reschedule the appointment. Following the second client "no-show", The Recovery Center must contact the FCJFS staff member who made the referral for approval to reschedule the appointment for a third time. FCJFS staff will make every effort to assist in having the client participate in services. FCJFS will not provide payment for "no-show" appointments and the client will be charged for the missed appointments.

**12)** Client Consultation: Following the assessment and completion of the consultation report if applicable, The Recovery Center will offer a face-to-face post-assessment consultation to adult clients and youth thirteen years old or older for the purpose of reviewing their assessment and treatment recommendations. The Recovery Center will recommend a post-assessment

The Recovery Center 2024-2025

consultation to all appropriate parties; however, the client is not required to attend a post-assessment consultation.

- 13) Client Records: Client requests for copies of their medical records will be handled according to The Recovery Center's standard procedures for release or transfer of any medical records.
- 14) Timelines and Written Consultation Summaries: Standard Psychological evaluations will be completed, and their accompanying written consultation summaries delivered to FCJFS within 30 days from the date the initial appointment was attended (ie. Client's first attended appointment was November 15, the consultation summary will be delivered to FCJFS by December 15). Any deviation from the aforementioned time frames will be discussed with FCJFS before the evaluation due date. The Recovery Center will submit one copy of all completed written consultation summaries and send them to the person or persons identified on the FCJFS referral form. The Recovery Center will be available to FCJFS staff to discuss any questions or concerns that FCJFS staff may have concerning the written consultation summary. FCJFS requires that all written consultation summaries be professional, typed, detailed and concise, with clear treatment recommendations.
- 15) Testimony in Court Proceedings: The Recovery Center will appear at all court hearings when subpoenaed by agency attorneys for FCJFS. The Recovery Center will cooperate and consult with FCJFS Agency Legal Representation and FCJFS Court Administrator as needed in anticipation of testimony. The Recovery Center will be placed on telephone standby whenever possible to ensure minimal disruption of The Recovery Center's schedule. The Recovery Center will cooperate with FCJFS Agency Legal Representation and FCJFS Court Administrator in scheduling court appearances. FCJFS will pay for time consulting with FCJFS Agency Legal Representation and time in court at the rates identified.
- 16) Practice Principles, Expectations, and Evaluation: FCJFS values programs and services that help us achieve positive outcomes for the children and families we serve. The Federal Child and Family Services Review (CFSR) sets practice and outcome standards for all public child welfare agencies in the U.S. and FCJFS expects our contracted service providers to collaborate with us in providing culturally competent, effective services to families in a manner that will help FCJFS achieve the high standards established by the CFSR. The Recovery Center will embrace the practice principles shown below.
  - Treat families with respect and engage them as active participants in achieving safety, permanency and well-being for their children.
  - Work collaboratively with other professionals serving the family.
  - Present excellent documentation of the assessments or other services provided to children and families.
  - The Recovery Center will identify a member of their staff to participate in any FCJFS agreement management meetings.

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

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

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

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

- a. Revenue
- b. Cash disbursement
- c. Payroll
- d. Invoicing
- e. Related to this agreement

The Recovery Center will comply with any corrective action plan that results from a fiscal audit.

- 17) Confidentiality: The Recovery Center agrees not to use any information, systems, or records made available to them for any purpose other than to fulfill the contractual duties specified herein. The Recovery Center agrees to adhere to the same standards of confidentiality that apply to the employees of FCJFS pursuant to state and federal law. The terms of this "Confidentiality Section" will be included in any subcontracts executed by The Recovery Center for work under this Agreement.
- 18) Independent Contractor: Nothing in this Agreement is intended to, or shall be deemed to, constitute a legal partnership, association or joint venture between the parties hereto in the performance of this Agreement, nor shall The Recovery Center or The Recovery Center's employees be considered agents, representatives or employees of FCJFS. At all times, The Recovery Center shall have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on FCJFS or Fairfield County on account of any claimed partnership, association or joint venture relationship. The Recovery Center shall at all times be responsible for all of its withholding taxes, Social Security, Unemployment, Worker's Compensation and other taxes and The Recovery Center shall hold FCJFS, Fairfield County harmless for any claims for same.
- 19) Indemnification: The contractor shall assume the defense of, indemnify, and hold harmless Fairfield County Job & Family Services and all Fairfield County Agencies, including public officials, and employees acting in the course of their employment, but not as Members from any and all claims, damages, lawsuits, costs, judgments, expenses, and other liabilities that may arise from the related Contractor's performance of the work required under this Agreement and including Contractor's employees and agents.

- **20)** *Insurance:* The Recovery Center shall comply with the laws of the State of Ohio relating to insurance coverage. The Recovery Center shall at its own expense, maintain in effect with insurance companies of recognized responsibility licensed to do business in the state of Ohio, or through its own self-insurance program, insurance covering its work and employees.
  - a) Comprehensive General Liability Insurance: The Recovery Center shall carry and keep comprehensive general liability insurance in force during the performance of this Agreement, including public liability insurance in the minimum amount of one million dollars (\$1,000,000.00) per claim and three million dollars (\$3,000,000.00) annual aggregate. Members of the network and subcontractors (if applicable) shall also maintain comprehensive general liability insurance in the minimum amounts of one million dollars (\$1,000,000.00) per claim and three million dollars (\$3,000,000.00) annual aggregate.
  - b) Professional Liability Insurance: The Recovery Center shall carry and keep in force during the performance of this Agreement a policy of professional liability insurance with coverage in the minimum amount of one million dollars per claim (\$1,000,000.00) and three million dollars (\$3,000,000.00) annual aggregate.
  - c) Other Insurance: During the term of this Agreement, The Recovery Center shall maintain workers compensation insurance in the amounts required by the Ohio Bureau of Workers Compensation. In the alternative, The Recovery Center may be self-insured in accordance with the procedures of the Ohio Bureau of Workers Compensation. Upon request, The Recovery Center shall provide proof of participation in the Ohio Worker's Compensation program or of self-insurance as described above.
  - d) Notice of Changes, Certificates: The Recovery Center shall not reduce coverage or cancel any insurance coverage or policy except after ninety days (90) written notice to FCJFS. The Recovery Center shall furnish to FCJFS certificates evidencing the above types and minimum amounts of insurance. Such certifications shall include a notice of cancellation, change or amendment clause with notice to be sent to FCJFS at least thirty days (30) prior to any such event, whether The Recovery Center or the insurance carrier(s) causes such cancellation, change or amendment. The Recovery Center may change insurance carriers, provided notice is given to FCJFS, there is no interruption in coverage, and the coverage amounts are not reduced.
  - e) Changes, Cancellation: A reduction in insurance coverage or cancellation relating to this agreement will constitute a default by The Recovery Center, which, if not remedied within the thirty-day (30) notice period, shall be cause for termination of this Agreement.
- **21)** *Maintenance of Records/Record Retention:* The Recovery Center will maintain all records, documents, writings, or other information, including, but not limited to, financial records, census records, client records, and, whenever applicable, documentation of legal compliance with OAC

rules, for a minimum of three years (3) after reimbursement for services rendered under this Agreement. If an audit, litigation, or other action is initiated during the term of the Agreement, The Recovery Center shall retain all records until the action is concluded and all issues resolved or the three years (3) have expired, whichever is later. The Recovery Center shall maintain all financial records in a manner consistent with Generally Accepted Accounting Principles. Upon reasonable notice by FCJFS, financial and/or case records will be readily available for review and audit by FCJFS or any other local, state, or federal agency with the authority to examine the records.

- **22)** Assignment: This Agreement, and/or any of the rights or responsibilities it contains, may not be assigned, transferred or subcontracted to any other party without the express written consent of FCJFS. Any transfer, assignment or subcontracting of this Agreement does not relieve The Recovery Center of any liabilities under this Agreement unless the express written consent of FCJFS so provides. Any attempted transfer, assignment or subcontracting of this Agreement without the express written consent of FCJFS shall terminate the Agreement.
- **23) Equal Employment Opportunity:** The Recovery Center shall comply with all federal and state Equal Opportunity Laws, orders, and regulations and shall not discriminate against any employee or applicant for employment based on age, race, color, religion, sex, disability, national origin, marital status, veteran status, or sexual orientation.
- **24)** Compliance Requirements: The provider shall perform its obligations under this agreement in conformity with all applicable local, state, and federal rules, laws and regulations. They include but are not limited to the following, when applicable:
  - a) Clean Air Act: requiring compliance with applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 USC 1857(h), Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40 CFR Part 15.
  - b) Debarment and Suspension: requiring compliance with Executive Orders 12549 and 12689
  - c) Lobbying: requiring compliance for anti-lobbying provisions of 31 USC 1352.
  - d) Anti-Kickback Act: requiring compliance with the Copeland Anti-Kickback Act 18 USC 874 as supplemented in Department of Labor regulations 29 CFR Part 3.
  - e) Contract Work Hours and Safety Standard Act: requiring compliance with the Contract Work Hours and Safety Standards Act 40 USC 327-330 as supplemented by Department of Labor regulations 29 CFR Part 5.
  - f) Davis-Bacon Act: requiring compliance with Davis-Bacon Act, 40 USC 276 and 327 to 330 as supplemented by Department of Labor regulations at 29 CFR Part 5.
  - g) Energy Policy and Conservation Act: requiring compliance with the Energy Policy and Conservation Act (PL94-165).
- **25)** Child Support Enforcement: As a condition of receiving a agreement with FCJFS, The Recovery Center, and any sub-contractor, shall certify compliance with any court order for the withholding of child support which is issued pursuant to sections of 3121 of the ORC. The The

Recovery Center, and any sub-contractor, must also agree to cooperate with FCJFS and any Ohio Child Support Enforcement Agency in ensuring that The Recovery Center or employees of The Recovery Center meet child support established under state law.

- **26)** Drug Free Workplace: The parties hereto agree to comply with all applicable federal and state laws regarding drug-free workplace. The parties further agree that they will make good faith effort to ensure that all employees of a government or private entity performing duties or responsibilities under this agreement shall not use illegal substances or abuse alcohol or prescription drugs in any way.
- **27)** *Pro-Children Act:* In the event that the Provider activities call for services to minors, the Provider shall comply with the Pro-children Act of 1994: Public Law 1-3-277, Part C environment Tobacco Smoke, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health care services, day care, library services and education to children under the age of 18.
- **28)** Amendment: This Agreement may be amended only by the express, written agreement of both parties. Only the Executive Director of FCJFS, in coordination with the Deputy Director of Protective Services, may sign an agreement amendment.
  - a) This Agreement may be terminated in advance of its specified term by either FCJFS or The Recovery Center with or without cause with a thirty day (30) written notice to the other party. Notification may be by certified mail, return receipt requested, or other delivery service with receipt, and is considered effective when received. The notice to FCJFS shall be to the Deputy Director of Finance, Fairfield County Job & Family Services, 239 West Main Street, Lancaster, Ohio 43130.
  - b) Notwithstanding paragraph A above, FCJFS may terminate this Agreement immediately upon delivery of written notice to The Recovery Center if FCJFS discovers conduct on the part of The Recovery Center involving illegal activities or comprising the health, safety, or welfare of a child.
  - c) In the event of termination, The Recovery Center will be entitled to reimbursement, upon submission of an invoice, for the agreed upon services as detailed in, "Service Deliverables and Unit Costs" delivered prior to the effective termination date. FCJFS is not liable for costs incurred by The Recovery Center after the effective termination date.
- **29)** Breach or Default: Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the Parties may exercise any administrative, contractual, equitable, or legal remedies available without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and the parties retain the right to exercise all remedies hereinabove mentioned.
- **30)** Applicable Law: This Agreement shall be governed, construed, interpreted, and enforced under the laws of the State of Ohio. Any legal action commenced by either party shall be in a court of competent jurisdiction in Fairfield County, Ohio.

**31)** Integration: This Agreement constitutes the entire agreement of the parties. There are no promises, terms, conditions, or obligations binding the parties other than those stated herein. With respect to the aforementioned client, this Agreement shall supersede all previous communications, representations, or agreements, either written or oral, between the parties to this Agreement.

# 32) The Recovery Center Certifications:

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

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

connection with The Recovery Center's performance of its obligations under this Agreement. Any requests for copies of written consultation summaries will be discussed with FCJFS prior to releasing. The Recovery Center will request written permission from FCJFS to release the product prior to releasing to a third-party.

- 35) Copyrights and Rights in Data: Where activities supported by this Agreement produce an original computer program, (including executable computer programs and supporting data in any form), writing, sound recording, clinical protocols, pictorial representation, drawing or other graphical representation and work of similar nature, FCJFS reserves the right to its use, duplication, distribution, and disclosure, in whole or in part, except that any original computer program developed by The Recovery Center and documentation pertaining thereto, including but not limited to source code, which is identified and marked by The Recovery Center as proprietary or a Trade Secret shall be safeguarded with a standard of care no less rigorous than FCJFS applies to its own proprietary information and shall not be disclosed to third parties without The Recovery Center's written consent.
- 36) Trade Secrets: Notwithstanding anything herein, FCJFS shall not have any ownership interest in, or license to use, any trade secrets of The Recovery Center, as trade secret is defined in Ohio Revised Code, Title 13, Chapter 1333, Section 1333.61, as amended, provided that The Recovery Center gives prior written notice of its trade secret claim, the specific material or data claimed as a trade secret is clearly identified and FCJFS agrees that the claimed information is a trade secret of The Recovery Center either directly or indirectly, including to the extent that such trade secrets are incorporated into records maintained by The Recovery Center or its subcontractors.
- **37)** Business Status: The Recovery Center will submit written notice to the FCJFS Finance Department within three (3) business days of any change in its business status, such as intent to merge with another agency or to close.
- **38) Notice:** All notices provided for herein shall be in writing and shall be deemed given when sent either by:
  - Hand delivery, which shall be evidenced by a signed and dated receipt,
  - By fax followed by a written notice sent within five (5) business days of the fax by either hand delivery, receipt required,
  - USPS certified mail, return receipt request
- 39) Dispute Resolution: In the event of any dispute or controversy arising out of or relating to this Agreement, the FCJFS Deputy Director of Finance will meet with a representative designated by The Recovery Center and exercise their best efforts to resolve the dispute. The parties will continue to perform their respective obligations that are not affected by the dispute. If the FCJFS Deputy Director of Finance and The Recovery Center's designated representative cannot resolve the dispute within a 30-day period, the parties shall meet at a mutually agreeable location and describe the dispute and their respective proposals for resolution to responsible executives of the disputing parties, who shall act in good faith to resolve the dispute.

The Recovery Center 2024-2025

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

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

Corey Clark Director, FCJFS	Date
Sarah Fortner Deputy Director of Protective Services	Date
Trisha Farrar, CEO, Chief Executive Officer The Recovery Center	8.20.202 y Date
Fairfield County Assistant Prosecuting Attorney Electronically approved as to form	Date

# Approved by Resolution by the Fairfield County Administrator JFS Mission Statement- To protect children and elderly, encourage family stability, and promote self-reliance for a stronger community.

The Recovery Center 2024-2025



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

Approved on 8/29/2024 8:00:38 AM by Sarah Fortner, Deputy Director

Sarah Fortner Deputy Director

Approved on 8/29/2024 8:24:26 AM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director

Fairfield County Job & Family Services

# Keith Faber Ohio Auditor

# Certified Search for Unresolved Findings for Recovery



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

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

Auditor of State - Unresolved Findings for Recovery Certified Search

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

# Contractor's Information:

Name: ,

Organization: The Recovery Center Date: 9/10/2024 11:31:47 AM

This search produced the following list of 13 possible matches:

Name/Organization	Address
Carothers, Joe	32 CR 8
Church of The Lion of Judah	4001 Foskett Road
Legacy Academy for Leaders and the Arts	1812 Oak Hill Avenue
Northern Ohio Rural Water Board Members	
Southern Ohio Academy	522 Glenwood Ave
The Capella High School	4721 Reading Road
The Harte School	350 Columbus City Center Drive
The Haynes Group, Inc.	3897 E. 155th St.
The Haynes Group, Inc.	3897 E. 155th Street
The International Preparatory School	1301 East 9th Street, Suite 1900
The Perry Foundation	579 Valley Oak
Theodore Roosevelt Public Community School	c/o Richland Academy 75 North Walnut Street
Village of Bethel Mayor's Court	

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.

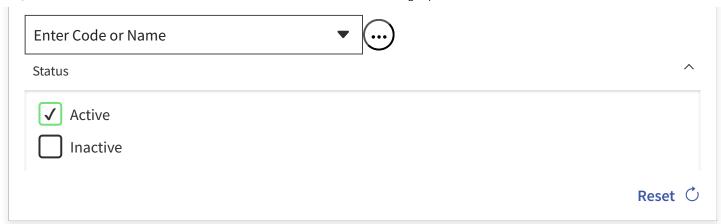
If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

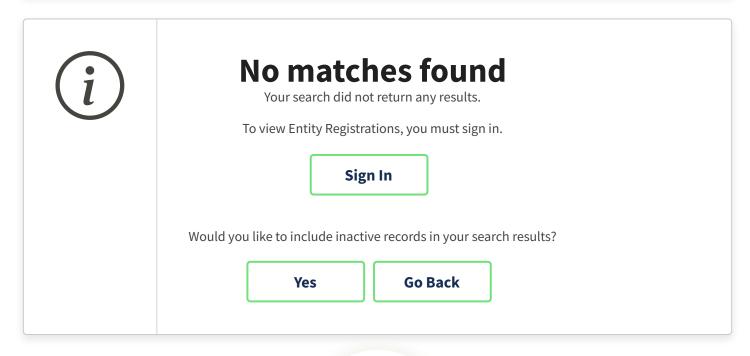
If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

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.

9/10/24, 11:34 AM SAM.gov | Search

An official website of the United States government Here's how you know Important Reps and Certs Update Show Details × **See All Alerts** Jul 18, 2024 **Entity validation Show Details** Sep 10, 2024 **SAM**,GOV®  $\leftarrow$ **Data Services** Home Search Data Bank 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 (i) All Words **Exact Phrase** e.g. 1606N020Q02 "The Recovery Center" X **Federal Organizations** 9/17/2024







Our WebsiteOur PartnersAbout This SiteAcquisition.govOur CommunityUSASpending.govRelease NotesGrants.govSystem AlertsMore PartnersPoliciesCustomer ServiceTerms of UseHelp

**Privacy Policy** 

9/17/2024

**Check Entity Status** 

9/10/24, 11:34 AM SAM.gov | Search

Restricted Data Use Federal Service Desk

Freedom of Information Act External Resources

Accessibility Contact



# **⚠ WARNING**

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

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# SAM.gov

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

# Cost Analysis

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

# **ROUTING FORM FOR CONTRACTS**

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by 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):
<ol> <li>Under \$75,000</li> <li>State Term #: (copy of State Term Contract must be attached)</li> <li>ODOT Term #: (See R.C. 5513.01)</li> <li>Professional Services (See the list of exempted occupations/services under R.C. 307.86)</li> <li>Emergency (Follow procedure under ORC 307.86(A))</li> <li>Sole Source (attach documentation as to why contract is sole source)</li> <li>Other: (cite to authority or explain why matter is exempt from competitive bidding)</li> </ol>
G. Agreement not subject to Sections A-F (explain):
H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
<ol> <li>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</li> <li>No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <a href="http://ffr.ohioauditor.gov/">http://ffr.ohioauditor.gov/</a>)</li> <li>Obtained 3 quotes for purchases under \$75,000 (as applicable)</li> <li>Purchase Order is included with Agreement</li> </ol>
Signed this day of 20
Name and Title
* Please note that this checklist only addresses County and statutory requirements. If a contract is paid for
with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.*

Rev. 9-29-23 Eff. 10-3-23 to 12-31-24

# Prosecutor's Approval Page

Resolution No.

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

(Fairfield County Job and Family Services)

Approved as to form on 9/16/2024 11:17:58 AM by Steven Darnell,

9/17/2024

# Signature Page

Resolution No. 2024-09.17.k

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

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

# CERTIFICATE OF CLERK

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

2024-09.17.1

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

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

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

**WHEREAS,** this agreement shall be effective August 1, 2024 through July 31, 2025, and

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

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

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

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

Prepared by: Brandi Downhour cc: JFS / Budget Manager

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

This agreement is made and entered into this 1st day of August 2024 by and between the Fairfield County Job & Family Services, Child Protective Services, and OhioGuidestone, 434 Eastland Road, Berea, Ohio, 44017.

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

- Reduction in child protection court filings related to SUD issues, reducing burden on court (reduced overall cases on docket, lowered attorney costs and court fees for participants).
- **4) Agreement Term**: This Agreement shall be for the period commencing on August 1, 2024 and terminating July 31, 2025. FCJFS may extend the agreement for two (2) additional 12-month periods upon mutual consent of the parties and contingent upon the availability of funding and successful performance of OhioGuidestone.
- **5) Agreement Ceiling:** This is a master agreement with no defined dollar unit. Nothing in this agreement will be construed to guarantee OhioGuidestone either a minimum or maximum number of referrals or a minimum or maximum payment amount during the agreement term.

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

# 6) Service Deliverables and Unit Costs:

# OhioGuidestone will provide the following:

- Provide immediate access to diagnostic evaluation for SUD/Mental Health Services and treatment recommendations.
- Provide ongoing behavioral health services in home when further services are determined necessary by the assessment.
- OhioGuidestone is responsible for the following:

# **SUD Assessment Services**

- Scheduling of Diagnostic Evaluation and/or SUD Assessment within one business day of referral.
- Completion of Diagnostic Evaluation and/or SUD Assessment within seven business days. Assessments may include but not limited to: mental health diagnostic evaluation, history of substance use (self-report), recommendation for services (to include potential for substance abuse screening and frequency of any such screening), and results of any objective assessments.
- Provide a summary of treatment recommendations to Child Protective Services and/or Fairfield County Juvenile/Probate Court.

#### **SUD Case Management Services**

 Such services may include providing training and facilitating linkages for the use of community resources; monitoring service delivery; obtaining or assisting individuals in obtaining necessary services; assisting individuals in becoming involved with self-

help support groups; assisting individuals in increasing social support networks with family members, friends, and/or organizations; assisting individuals in performing daily living activities; and intensive collaboration and service delivery in conjunction with CPS, Fairfield County Juvenile/Probate Court, and other service providers.

### Other Behavioral Health and SUD Services

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

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

- Family peer mentoring (not classified as SUD Case Management).
- Non-client specific program facilitation and consultation (e.g., trainings and meetings).
- Expedited Evaluation Fees and Case Planning Consultation
  - In situations where such services are needed, OhioGuidestone will give an estimate to FCJFS in advance of the service being provided. If, in the course of service provision, it becomes clear that the service will exceed the estimated units of service by more than 5 hours per month per client, OhioGuidestone must alert FCJFS and FCJFS must consent to this. Any such agreement shall be specific to the individual, and agreed upon in advance, in writing.
- O Written Consultation Summaries Diagnostic Evaluations/SUD Assessments will be completed and their accompanying written consultation summaries delivered to FCJFS within 30 days from the date the initial appointment was attended (ie. Client's first attended appointment was November 15, the consultation summary will be delivered to FCJFS by December 15). Any deviation from the aforementioned time frames will be discussed with FCJFS before the evaluation due date. OhioGuidestone will submit one copy of all completed written consultation summaries and send them to the person or persons identified on the FCJFS referral form. OhioGuidestone will be available to FCJFS staff to discuss any questions or concerns that FCJFS staff may

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have concerning the written consultation summary. FCJFS requires that all written consultation summaries be professional, typed, detailed and concise, with clear treatment recommendations.

- Client Consultation Following the assessment and completion of the consultation report if applicable, OhioGuidestone will offer a face-to-face post-assessment consultation to adult clients and youth thirteen years old or older for the purpose of reviewing their assessment and treatment recommendations. OhioGuidestone will recommend a post-assessment consultation to all appropriate parties; however, the client is not required to attend a post-assessment consultation.
- Court Testimony OhioGuidestone will appear at all court hearings when subpoenaed by agency attorneys for FCJFS. OhioGuidestone will cooperate and consult with FCJFS Agency Legal Representation and FCJFS Court Administrator with appropriate release of information as needed in anticipation of testimony. OhioGuidestone will be placed on telephone standby whenever possible to ensure minimal disruption of OhioGuidestone's schedule. OhioGuidestone will cooperate with FCJFS Agency Legal Representation and FCJFS Court Administrator in scheduling court appearances. FCJFS will pay for time consulting with FCJFS Agency Legal Representation and time in court at the rates identified.

#### Family Peer Mentor-

- OhioGuidestone and FCJFS-PS will collaborate together to dually manage the Family Peer Mentors employed by the OhioGuidestone pursuant to START guidelines.
- FCJFS-PS will assure the Family Peer Mentor has a co-located workspace within FCJFS-PS.
- OhioGuidestone Family Peer Mentors who are assigned to a child welfare open family will adhere to any fidelity standards identified through a grant program.
   This may include the following:
  - o Participate in an Interview with FCJFS-PS, who will use the Hiring Guide
  - Co-Supervision to be provided between OhioGuidestone and FCJFS-PS to address employee performance and clinical conversations pursuant to START guidelines.
  - Documentation of Family Peer Mentor interactions with FCJFS-PS families
  - Attendance at shared decision-making meetings, direct line meetings, case review meetings, and steering committee meetings as requested.
  - o Routine communication to include emails, phone calls/meetings to provide updates and progress between the partnering agencies.
- When Family Peer Mentor performance concerns arise, the following activities will take place:
  - OhioGuidestone and FCJFS-PS agree to notify the partnering agency within one business day of the concerns or issues received.

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 OhioGuidestone agrees to address the concerns received regarding the Family Peer Mentor within two business days of the concerns being received.

# OhioGuidestone shall be paid at the following rates:

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

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

Non-Medicaid Billable Services	Unit	Rate
Family Peer Mentors	15 minutes	\$17.49
Non-client-specific Program Facilitation and Consultation	1 hour	\$69.96
(e.g., trainings and meetings)		
Additional Services (e.g., Written Consultation Summaries,	1 hour	\$133.00
Client Consultation and Court Testimony)	15 min	\$33.26

- 7) Medicaid and Third-Party Billing: Services billable to Medicaid or third-party insurance, provided to an individual with such coverage available, shall not be billed to FCJFS. If a circumstance arises where such a service cannot be billed to Medicaid or private insurance despite valid coverage (ex. exceeding a coverage limit for that service), OhioGuidestone shall contact FCJFS to determine if FCJFS will assume this cost if known prior to providing the service. Any such agreement shall be specific to the individual and agreed upon in advance (unless the service has already been provided before the condition was discovered), in writing. Family Peer Mentors and non-client specific program facilitation by a Family Peer Mentor will be billed at the current Medicaid rate.
- **8)** Invoicing Process and Format: OhioGuidestone shall submit monthly an accurate and detailed invoice including information of all services performed during the previous month to the FCJFS Child Protective Services. FCJFS will review all invoices for accuracy before making payment within 30-45 days after receipt of invoice. For any service that cannot be billed to FCJFS within 60 days of service completion, Provider must give written notice to FCJFS prior to the end of this 60-day period and indicate expected invoice date. Ohio Guidestone will agree to use the invoice form provided by FCJFS. If grant funding is being utilized, OhioGuidestone

agrees to separate and label the non-Medicaid billable services into the appropriate funding stream.

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

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

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

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

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

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

Invoices are to be directed to the following address:

Fairfield County Job & Family Services

Attention: Protective Services, Ongoing Manager

239 West Main Street Lancaster, Ohio 43130

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- *9) General Principles:* FCJFS will provide a referral that includes specific services needed, relevant client information, and formally request any additional services determined necessary by OhioGuidestone. OhioGuidestone will assign appropriate OhioGuidestone staff to respond to the client needs based on case volume, client location, and staff skills.
- 10) Referral and Appointments Process: The FCJFS assigned service team will make referrals for services. Referral packets will include an FCJFS referral form, any appropriate case-related documents, and appropriate authorizations for the provision of the services. Upon receipt of the referral packet, the assigned OhioGuidestone staff, or assigned OhioGuidestone support staff will contact the referred client directly within one (1) business day of receiving the referral packet, (or an identified adult if the individual referred is a youth) to set up the date, time and location of the service to complete the assessment within seven (7) business days. The OhioGuidestone staff will provide directions to the location designated for the initial service. Once an appointment is scheduled, the OhioGuidestone staff will notify the caseworker and supervisor via telephone, E-mail, or fax with the date and time of the appointment. The OhioGuidestone staff will make at least two (2) attempts within a week to contact the client by telephone to schedule the service. If contact cannot be made or messages left for the client are not returned, the OhioGuidestone staff will consult with the caseworker to discuss how best to proceed. OhioGuidestone or assigned staff is required to verify the appointment with the client 1-3 days before the scheduled appointment. OhioGuidestone or assigned staff will notify the FCJFS caseworker of any change in the appointment or advise FCJFS of any cancellation.

Any referral received by OhioGuidestone that is incomplete (i.e. lacks relevant contact and/or demographic information for the referred party and or the FCJFS employee requesting the referral), will not be accepted by OhioGuidestone and will be returned to the FCJFS Supervisor. OhioGuidestone may return referrals to FCJFS via US Mail and or personal delivery. OhioGuidestone will contact the FCJFS Supervisor and Caseworker via e-mail to provide notification of the returned referral. The e-mail should include the referred client's SACWIS ID, the name of the FCJFS employee that submitted the referral, and the reason the referral is being returned. FCJFS staff will review all returned referrals and ensure completion of the referral prior to returning the referral to OhioGuidestone.

- 11) Client No Shows: In the event that a client fails to attend a scheduled assessment, post-assessment consultation, and or clinical observation, OhioGuidestone must notify the service team via telephone, e-mail, or fax within twenty-four (24) hours. When a client "no-show" occurs, OhioGuidestone will attempt to contact the client the day of the missed appointment and reschedule the appointment. Following the second client "no-show", OhioGuidestone must contact the FCJFS staff member who made the referral for approval to reschedule the appointment for a third time. FCJFS staff will make every effort to assist in having the client participate in services. FCJFS will not provide payment for "no-show" appointments and the client will be charged for the missed appointments.
- **12)** Client Records: Client requests for copies of their medical records will be handled according to OhioGuidestone's standard procedures for release or transfer of any medical records.

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- 13) Practice Principles, Expectations, and Evaluation: FCJFS values programs and services that help us achieve positive outcomes for the children and families we serve. The Federal Child and Family Services Review (CFSR) sets practice and outcome standards for all public child welfare agencies in the U.S. and FCJFS expects our contracted service providers to collaborate with us in providing culturally competent, effective services to families in a manner that will help FCJFS achieve the high standards established by the CFSR. OhioGuidestone will embrace the practice principles shown below.
  - Treat families with respect and engage them as active participants in achieving safety, permanency and well-being for their children.
  - Work collaboratively with other professionals serving the family.
  - Present excellent documentation of the assessments or other services provided to children and families.
  - OhioGuidestone will identify a member of their staff to participate in any FCJFS agreement management meetings.

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

Component 1: Written Consultation Summaries: OhioGuidestone will submit all required written consultation summaries within the time frame outlined in Additional Services. Component 2: Client Satisfaction: FCJFS will evaluate all services provided under this agreement for client satisfaction in terms of how well does FCJFS staff (service teams, placement staff, and agreement staff) rate the services provided to our clients by

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

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

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

14) Confidentiality: Confidential and/or proprietary information provided by a Party (the "Disclosing Party") to the other Party (the "Receiving Party") in connection with this Agreement (the "Confidential Information"), including the contents of this Agreement and information regarding the products, services and business practices of the Disclosing Party, shall not be disclosed by the Receiving Party to third parties or used by the Receiving Party other than in furtherance of the purpose of this Agreement; provided, however, such confidentiality restrictions shall not apply to information that is or becomes generally available to the public (other than as a result of the Receiving Party's breach of this Section) or information that is lawfully required to be disclosed by the Receiving Party. In the event that the Receiving Party is

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

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

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

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FCJFS so provides. Any attempted transfer, assignment or subcontracting of this Agreement without the express written consent of FCJFS shall terminate the Agreement.

**19) Equal Employment Opportunity:** OhioGuidestone shall comply with all federal and state Equal Opportunity Laws, orders, and regulations and shall not discriminate against any employee or applicant for employment based on age, race, color, religion, sex, disability, national origin, marital status, veteran status, or sexual orientation.

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

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

### 28) OhioGuidestone Certifications:

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

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

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

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

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

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

[SIGNATURE ON FOLLOWING PAGE]

OHIO GUIDESTONE 2024-2025

15

Corey Clark Director, FCJFS	Date		
Sarah Fortner Deputy Director of Protective Services	Date		
Beat Russell	8/9/24		
Brant Russell President and CEO OhioGuidestone	Date		
Fairfield County Assistant Prosecuting Attorney Approved as to form	 Date		
Approved by Resolution by the Fairfield County Administrator			

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

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

their duty authorized officers.



# A Contract regarding Ohio Guidestones Non Placement between Job and Family Services and

Approved on 8/29/2024 8:01 AM by Sarah Fortner, Deputy Director

Sarah Fortner Deputy Director

Approved on 8/29/2024 8:24:37 AM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director

Fairfield County Job & Family Services

### Keith Faber Ohio Auditor

### Certified Search for Unresolved Findings for Recovery



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

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

Auditor of State - Unresolved Findings for Recovery Certified Search

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

### **Contractor's Information:**

Name: ,

Organization: Ohio Guidestone Date: 9/10/2024 11:32:32 AM

This search produced the following list of 6 possible matches:

Name/Organization	Address
Mohiuddin, Leah	1665 Saffron Drive
Northern Ohio Rural Water Board Members	
Ohio Plan Risk Management, Inc.	P.O. Box 2083
Ohio Works First Program, Prevention, Retention and Contingency	
Somali Bantu (Youth Community of Ohio)	3823 Sullivant Avenue
Southern Ohio Academy	522 Glenwood Ave

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

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

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

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

### Cost Analysis

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

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Carrí L. Brown, Phd, MBA, CGFM

Fairfield County Auditor 210 East Main Street Lancaster, Ohio 43130

Revisions: 002

Fiscal Year 2024

S NUMBED MUST ADDEAD ON ALL INVOICES

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

Purchase Order#

24001624 - 02

**Purchase Order** 

Page: 1 of 1

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2024

OHIO GUIDESTONE
434 EASTLAND RD
BEREA, OH 44017

JOB & FAMILY SERVICES

239 W MAIN STREET

Phone: 740-652-7889

LANCASTER, OH 43130

S H I P

0

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

VENDOR PHONE N	UMBER VEN	DOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
			1713	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
01/01/2024	13731	01/01/2024		JOB & FAMILY SERVICES
NOTES				

#### **OHIO START**

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

ITEM#	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MODIFIED: OHIO START	1.0	EACH	\$4,197.15	\$4,197.15

#### COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$4,197.15 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 01/01/2024

9/17/2024

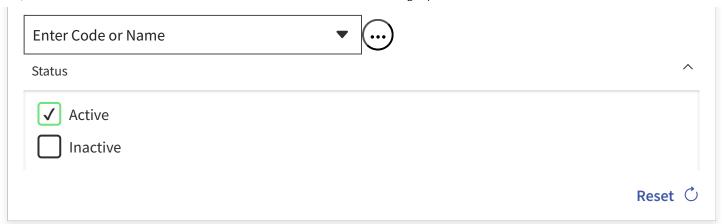
Auditor Fairfield County, OH

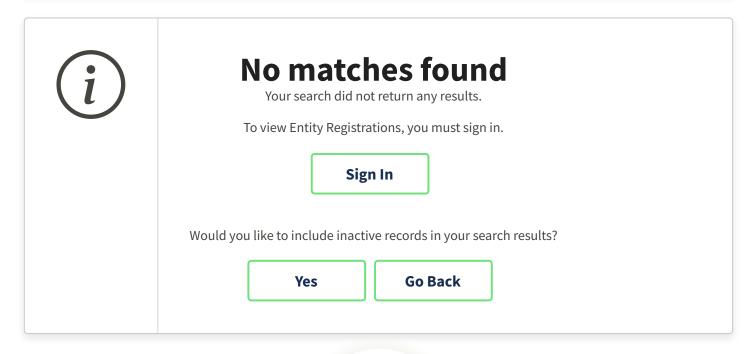
Total Ext. Price	\$4,197.15
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$4,197.15

9/10/24, 11:36 AM SAM.gov | Search

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9/17/2024

9/10/24, 11:36 AM SAM.gov | Search

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Accessibility Contact



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### SAM.gov

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

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### Prosecutor's Approval Page

Resolution No.

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

(Fairfield County Job and Family Services)

Approved as to form on 9/16/2024 11:16:52 AM by Steven Darnell,

9/17/2024

### Signature Page

Resolution No. 2024-09.17.I

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

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

### CERTIFICATE OF CLERK

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

2024-09.17.m

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

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

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

**WHEREAS,** this agreement shall be effective August 1, 2024 through July 31, 2025, and

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

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

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

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

Prepared by: Brandi Downhour cc: JFS / Budget Manager

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

This Agreement is entered into this 1<sup>st</sup> day of August 2024, by and between the Fairfield County Job and Family Services - Protective Services, hereinafter "Agency" whose address is 239 W. Main Street, Lancaster, Ohio 43130, and Integrated Services for Behavioral Health hereinafter "Integrated Services for Behavioral Health" whose address is 1950 Mt St Marys Drive, Nelsonville, Ohio 45764...

- 1) **Provision of Service(s)**: Integrated Services for Behavioral Health agrees to provide to Fairfield County Protective Services the specific services detailed in this agreement and Fairfield County Protective Services agrees to reimburse/fund the provision of services subject to the terms and conditions set forth in this agreement.
- 2) Purpose of Agreement: Integrated Services for Behavioral Health agrees to furnish qualified mental health professionals as determined appropriate by Integrated Services for Behavioral Health to provide expedited diagnostic assessments and mental/behavioral health services for children, youth and adults linked to Fairfield County Protective Services. In addition, Integrated Services for Behavioral Health agrees to work with the Agency to improve outcomes for families involved in the child protective system experiencing a primary diagnosis of substance use disorder (SUD). Goals of this collaboration are to reduce out of home placement of children while maintaining sobriety and increase parental/caregiver participation in treatment. Other goals include the incorporation and use of tools for rapid SUD and trauma screening, early access to in• home services and supports designed to engage families, and peer mentoring/recovery coach services for parents and caregivers.
- 3) Agreement Objective: Integrated Services for Behavioral Health will provide mental/behavioral health services to individuals referred by the Agency. Integrated Services for Behavioral Health will provide expedited access to diagnostic assessments for children and adults, early detection of cognitive delays, psychological disorders, and potential treatment needs.

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

4) Agreement Tem: The term of this agreement shall be for the period commencing on August 1, 2024 and terminating July 31, 2025. Agency may extend the agreement for two (2) additional 12-month periods upon mutual consent of the parties, and contingent upon the availability of funding and successful performance by Integrated Services for Behavioral Health.

5) Agreement Ceiling: This is a master agreement with no defined dollar unit. Nothing in this agreement will be construed to guarantee Integrated Services for Behavioral Health either a minimum or maximum number of referrals or a minimum or maximum payment amount during the agreement term.

This Agreement has been entered into on a per unit basis at the rate set forth in Section 6. An estimate of the total amount to become due upon said Agreement has been certified in writing to the Fairfield County Auditor's Office and appropriated in accordance with RC. 5705.41(0)(3).

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

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

### Integrated Services for Behavioral Health agrees to:

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

### Family Peer Mentor-

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

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

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

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

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

7) Medicaid and Third-Party Billing: Services billable to Medicaid or third-party insurance, provided to an individual with such coverage available, shall not be billed to FCJFS. If a circumstance arises where such a service cannot be billed to Medicaid or private insurance despite valid coverage (ex. - exceeding a coverage limit for that service), Integrated Services for Behavioral Health shall contact FCJFS to determine if FCJFS will assume this cost if known prior to providing the service. Any such agreement shall be specific to the individual and agreed upon in advance (unless the service has already been provided before the condition was discovered), in writing.

Any additional services not mentioned above that are needed but outside of Medicaid billing requirements may be considered to include, but are not limited to: court testimony, written consultation summary, case consultation, expedited evaluation fees, and case-planning consultation with staff. In situations where such services are needed, Integrated Services for Behavioral Health will provide an estimate to FCJFS within five business days of the service being provided. FCJFS will provide approval of the estimate within two business days of the service being provided. If, in the course of service provision, it becomes clear that the service will exceed the estimated units of service, Integrated Services for Behavioral Health must alert FCJFS

and FCJFS must consent to this. Any such agreement shall be specific to the individual, and agreed upon in advance, in writing.

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

8) Invoicing Process and Format: Integrated Services for Behavioral Health shall submit monthly an accurate and detailed invoice including information of all services performed during the previous month to the FCJFS Protective Services. FCJFS will review all invoices for accuracy before making payment within 30-45 days after receipt of invoice. For any service that cannot be billed to FCJFS within

60 days of service completion, Provider must give written notice to FCJFS prior to the end of this 60- day period, and indicate expected invoice date.

If grant funding is being utilized, Integrated Services for Behavioral Health agrees to separate and label the non-Medicaid billable services into the appropriate funding stream. FCJFS will pay any undisputed invoices within 45 days of receipt and make Integrated Services for Behavioral Health aware of any billing discrepancies within 15 days of receipt.

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

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

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

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

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

Invoices are to be directed to the following address:

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

- 9) General Principles: FCJFS will provide a referral that includes specific services needed, relevant client information, and formally request any additional services determined necessary by Integrated Services for Behavioral Health. Integrated Services for Behavioral Health will assign appropriate Integrated Services for Behavioral Health staff to respond to the client needs based on case volume, client location, and staff skills.
- 10) Referral and Appointments Process: The FCJFS assigned service team will make referrals for services. Referrals will include an FCJFS any appropriate case-related documents, and appropriate authorizations for the provision of the services. Upon receipt of the referral, the assigned Integrated Services for Behavioral Health staff, or assigned Integrated Services for Behavioral Health support staff will contact the referred client directly within one working day of receiving the referral, (or an identified adult if the individual referred is a youth) to set up the date, time and location of the service. The Integrated Services for Behavioral Health staff will provide directions to the location designated for the initial service. Once an appointment is scheduled, the Integrated Services for Behavioral Health staff will notify the caseworker and supervisor via telephone, E-mail, or fax with the date and time of the appointment. The Integrated Services for Behavioral Health staff, will make at least two (2) attempts within a week to contact the client by telephone to schedule the service. If contact cannot be made or messages left for the client are not returned, the Integrated Services for Behavioral Health staff will consult with the caseworker to discuss how best to proceed.

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

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

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

- 11) Client No Shows: In the event that a client fails to attend a scheduled assessment, post-assessment consultation, and or clinical observation, Integrated Services for Behavioral Health must notify the service team via telephone, e-mail, or fax within twenty-four (24) hours. When a client "no-show" occurs, Integrated Services for Behavioral Health will attempt to contact the client the day of the missed appointment and reschedule the appointment. Following the second client "no-show", Integrated Services for Behavioral Health must contact the FCJFS staff member who made the referral for approval to reschedule the appointment for a third time. FCJFS staff will make every effort to assist in having the client participate in services. FCJFS will not provide payment for "no-show" appointments and the client will be charged for the missed appointments.
- 12) Client Consultation: Following the assessment and completion of the consultation report if applicable, Integrated Services for Behavioral Health will offer a face-to-face post-assessment consultation to adult clients and youth thirteen years old or older for the purpose of reviewing their assessment and treatment recommendations. Integrated Services for Behavioral Health will recommend a post-assessment consultation to all appropriate parties; however, the client is not required to attend a post-assessment consultation.
- **13) Client Records:** Client requests for copies of their medical records will be handled according to Integrated Services for Behavioral Health standard procedures for release or transfer of any medical records.
- 14) Testimony in Court Proceedings: When legally required or permitted, Integrated Services for Behavioral Health will cooperate with subpoenas by agency attorneys for FCJFS. Integrated Services for Behavioral Health will cooperate and consult with FCJFS Agency Legal Representation and FCJFS Court Administrator as needed in anticipation of testimony. Integrated Services for Behavioral Health will be placed on telephone standby whenever possible to ensure minimal disruption of Integrated Services for Behavioral Health will cooperate with FCJFS Agency Legal Representation and FCJFS Court Administrator in scheduling court appearances. FCJFS will pay for time consulting with FCJFS Agency Legal Representation and time in court at the rates identified.
- 15) Practice Principles, Expectations, and Evaluation: FCJFS values programs and services that help us achieve positive outcomes for the children and families we serve. The Federal Child and Family Services Review (CFSR) sets practice and outcome standards for all public child welfare agencies in the U.S. and FCJFS expects our contracted service providers to collaborate with us in

providing culturally competent, effective services to families in a manner that will help FCJFS achieve the high standards established by the CFSR. Integrated Services for Behavioral Health will embrace the practice principles shown below.

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

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

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

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

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

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

- 16) Confidentiality: Integrated Services for Behavioral Health agrees not to use any information, systems, or records made available to them for any purpose other than to fulfill the contractual duties specified herein. Integrated Services for Behavioral Health agrees to adhere to the same standards of confidentiality that apply to the employees of FCFS pursuant to state and federal law. The terms of this "Confidentiality Section" will be included in any subcontracts executed by Integrated Services for Behavioral Health for work under this Agreement.
- 17) Independent Contractor: Nothing in this Agreement is intended to, or shall be deemed to, constitute a legal partnership, association or joint venture between the parties hereto in the performance of this Agreement, nor shall Integrated Services for Behavioral Health or Integrated Services for Behavioral Health employees be considered agents,

representatives or employees of FCJFS. At all times, Integrated Services for Behavioral Health shall have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on FCJFS or Fairfield County on account of any claimed partnership, association or joint venture relationship. Integrated Services for Behavioral Health shall at all times be responsible for all of its withholding taxes, Social Security, Unemployment, Worker's Compensation and other taxes and Integrated Services for Behavioral Health shall hold FCJFS, Fairfield County harmless for any claims for same.

- 18) Indemnification: Each party to this Agreement shall be responsible for any negligent acts and/or negligent omissions committed by itself, its agents, and/or its employees. Each party shall be responsible to defend itself, its agents, and/or its employees and shall pay any judgments and costs arising out of such negligent acts and/or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one party to the other party.
- 19) Insurance: Integrated Services for Behavioral Health shall comply with the laws of the State of Ohio relating to insurance coverage. Integrated Services for Behavioral Health shall at its own expense, maintain in effect with insurance companies of recognized responsibility licensed to do business in the state of Ohio, or through its own self-insurance program, insurance covering its work and employees.
  - a) Comprehensive General Liability Insurance: Integrated Services for Behavioral Health shall carry and keep comprehensive general liability insurance in force during the performance of this Agreement, including public liability insurance in the minimum amount of one million dollars (\$1,000,000.00) per claim and three million dollars (\$3,000,000.00) annual aggregate. Members of the network and subcontractors (if applicable) shall also maintain comprehensive general liability insurance in the minimum amounts of one million dollars (\$1,000,000.00) per claim and three million dollars (\$3,000,000.00) annual aggregate.
  - b) Professional Liability Insurance: Integrated Services for Behavioral Health shall carry and keep in force during the performance of this Agreement a policy of professional liability insurance with coverage in the minimum amount of one million dollars per claim (\$1,000,000.00) and three million dollars (\$3,000,000.00) annual aggregate.
  - c) Other Insurance: During the term of this Agreement, Integrated Services for Behavioral Health shall maintain workers compensation insurance in the amounts required by the Ohio Bureau of Workers Compensation. In the alternative, Integrated Services for Behavioral Health may be self-insured in accordance with the procedures of the Ohio Bureau of Workers Compensation. Upon request, Integrated Services for Behavioral Health shall provide proof of participation in the Ohio Worker's Compensation program or of self-insurance as described above.
  - d) Notice of Changes, Certificates: Integrated Services for Behavioral Health shall not reduce coverage or cancel any insurance coverage or policy except after ninety days (90)

written notice to FCJFS. Integrated Services for Behavioral Health shall furnish to FCJFS certificates evidencing the above types and minimum amounts of insurance. Such certifications shall include a notice of cancellation, change or amendment clause with notice to be sent to FCJFS at least thirty days (30) prior to any such event, whether Integrated Services for Behavioral Health or the insurance carrier(s) causes such cancellation, change or amendment. Integrated Services for Behavioral Health may change insurance carriers, provided notice is given to FCJFS, there is no interruption in coverage, and the coverage amounts are not reduced.

- e) Changes, Cancellation: A reduction in insurance coverage or cancellation relating to this agreement will constitute a default by Integrated Services for Behavioral Health, which, if not remedied within the thirty-day (30) notice period, shall be cause for termination of this Agreement.
- 20) Maintenance of Records Record Retention: Integrated Services for Behavioral Health will maintain all records, documents, writings, or other information, including, but not limited to, financial records, census records, client records, and, whenever applicable, documentation of legal compliance with OAC rules, for a minimum of three years (3) after reimbursement for services rendered under this Agreement. If an audit, litigation, or other action is initiated during the term of the Agreement, Integrated Services for Behavioral Health shall retain all records until the action is concluded and all issues resolved or the three years (3) have expired, whichever is later.

Integrated Services for Behavioral Health shall maintain all financial records in a manner consistent with Generally Accepted Accounting Principles. Upon reasonable notice by FCFS, financial and/or case records will be readily available for review and audit by FCJFS or any other local, state, or federal agency with the authority to examine the records.

- 21) Assignment: This Agreement, and/or any of the rights or responsibilities it contains, may not be assigned, transferred or subcontracted to any other party without the express written consent of FCJFS. Any transfer, assignment or subcontracting of this Agreement does not relieve Integrated Services for Behavioral Health of any liabilities under this Agreement unless the express written consent of FCJFS so provides. Any attempted transfer, assignment or subcontracting of this Agreement without the express written consent of FCJFS shall terminate the Agreement.
- **22)** Equal Employment Opportunity: Integrated Services for Behavioral Health shall comply with all federal and state Equal Opportunity Laws, orders, and regulations and shall not discriminate against any employee or applicant for employment based on age, race, color, religion, sex, disability, national origin, marital status, veteran status, or sexual orientation.

- **23)** Compliance Requirements: The provider shall perform its obligations under this contract in conformity with all applicable local, state, and federal rules, laws and regulations. They include but are not limited to the following, when applicable:
  - a) Clean Air Act: requiring compliance with applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 USC 1857(h), Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40 CFR Part 15.
  - b) Debarment and Suspension: requiring compliance with Executive Orders 12549 and 12689.
  - c) Byrd Anti-Lobbying: requiring compliance for anti-lobbying provisions of 31 USC 1352.
  - d) Anti-Kickback Act: requiring compliance with the Copeland Anti-Kickback Act 18 USC 874 as supplemented in Department of Labor regulations 29 CFR Part 3.
  - e) Contract Work Hours and Safety Standard Act: requiring compliance with the Contract Work Hours and Safety Standards Act 40 USC 327-330 as supplemented by Department of Labor regulations 29 CFR Part 5.
  - f) Davis-Bacon Act: requiring compliance with Davis-Bacon Act, 40 USC 276 and 327 to 330 as
    - supplemented by Department of Labor regulations at 29 CFR Part 5.
  - g) Energy Policy and Conservation Act: requiring compliance with the Energy Policy and

Conservation Act (PL94-165).

- **24**} **Child Support Enforcement:** As a condition of receiving an agreement with FCJFS, Integrated Services for Behavioral Health, and any sub-contractor, shall certify compliance with any court order for the withholding of child support which is issued pursuant to sections of 3121 of the ORC. The Integrated Services for Behavioral Health, and any sub-contractor, must also agree to cooperate with FCJFS and any Ohio Child Support Enforcement Agency in ensuring that Integrated Services for Behavioral Health or employees of Integrated Services for Behavioral Health meet child support established under state law.
- **25)** Drug Free Workplace: The parties hereto agree to comply with all applicable federal and state laws regarding drug-free workplace. The parties further agree that they will make good faith effort to ensure that all employees of a government or private entity performing duties or responsibilities under this agreement shall not use illegal substances or abuse alcohol or prescription drugs in any way.

- **26) Pro-Children Act**: In the event that the Provider activities call for services to minors, the Provider shall comply with the Pro-Children Act of 1994: Public Law 1-3-277, Part C environment Tobacco Smoke, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health care services, day care, library services and education to children under the age of 18.
- **27** Amendment: This Agreement may be amended only by the express, written agreement of both parties. Only the Executive Director of FCJFS, in coordination with the Deputy Director of Protective Services, may sign a agreement amendment.
  - a) This Agreement may be terminated in advance of its specified term by either FCJFS or the Integrated Services for Behavioral Health with or without cause with a thirty day (30) written notice to the other party. Notification may be by certified mail, return receipt requested, or other delivery service with receipt, and is considered effective when received. The notice to FCJFS shall be to the Deputy Director of Finance, Fairfield County Job & Family Services, 239

West Main Street, Lancaster, Ohio 43130.

- b) Notwithstanding paragraph A above, FCJFS may terminate this Agreement immediately upon delivery of written notice to Integrated Services for Behavioral Health if FCJFS discovers conduct on the part of Integrated Services for Behavioral Health involving illegal activities or comprising the health, safety, or welfare of a child.
- c) In the event of termination, Integrated Services for Behavioral Health will be entitled to reimbursement, upon submission of an invoice, for the agreed upon services as detailed in, "Service Deliverables and Unit Costs" delivered prior to the effective termination date. FCJFS is not liable for costs incurred by Integrated Services for Behavioral Health after the effective termination date.
- 28) Breach or Default: Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the Parties may exercise any administrative, contractual, equitable, or legal remedies available without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and the parties retain the right to exercise all remedies hereinabove mentioned.
- **29)** Applicable Law: This Agreement shall be governed, construed, interpreted, and enforced under the laws of the State of Ohio. Any legal action commenced by either party shall be in a court of competent jurisdiction in Fairfield County, Ohio.

**30)** Integration: This Agreement constitutes the entire agreement of the parties. There are no promises, terms, conditions, or obligations binding the parties other than those stated herein. With respect to the aforementioned client, this Agreement shall supersede all previous communications, representations, or agreements, either written or oral, between the parties to this Agreement.

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

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

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

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

- **37) Notice:** All notices provided for herein shall be in writing and shall be deemed given when sent either by:
  - Hand delivery, which shall be evidenced by a signed and dated receipt,
  - By fax followed by a written notice sent within five (5) business days of the fax by either hand delivery, receipt required,
  - USPS certified mail, return receipt requested.
- 8) Dispute Resolution: In the event of any dispute or controversy arising out of or relating to this Agreement, the FCJFS Deputy Director of Finance will meet with a representative designated by Integrated Services for Behavioral Health and exercise their best efforts to resolve the dispute. The parties will continue to perform their respective obligations that are not affected by the dispute. If the FCJFS Deputy Director of Finance and Integrated Services for Behavioral Health designated representative cannot resolve the dispute within a 30-day period, the parties shall meet at a mutually agreeable location and describe the dispute and their respective proposals for resolution to responsible executives of the disputing parties, who shall act in good faith to resolve the dispute.
- 39) Interpretations: Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term "including" is not limiting, the words "hereof," "herein," "hereby," "hereunder," and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Any reference in this Agreement to any agreement, instrument, or document shall include all amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable. Any reference herein to any person will be construed to include such person's successors and assigns as otherwise permitted herein

This section intentionally left blank

Director, FCJFS	
Sarah Fortner Deputy Director of Protective Services	Date
Samantha Shafer	7/29/2024
Samantha Shafer President / Chief Executive Officer, Integrated Services for Behavioral He	alth Date
Fairfield County Assistant Prosecuting Attorney Approved as to form	Date

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



# A Contract regarding ISBH Service Agreement between Job and Family Services and

Approved on 9/12/2024 7:48:50 AM by Sarah Fortner, Deputy Director

Sarah Fortner Deputy Director

Approved on 9/12/2024 1:48:12 PM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director

Fairfield County Job & Family Services

### Keith Faber Ohio Auditor

### Certified Search for Unresolved Findings for Recovery



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

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

Auditor of State - Unresolved Findings for Recovery Certified Search

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

### Contractor's Information:

Name: ,

Organization: Integrated Services for Behavioral Health

Date: 9/12/2024 4:22:59 PM

This search produced the following list of 4 possible matches:

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

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

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

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

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

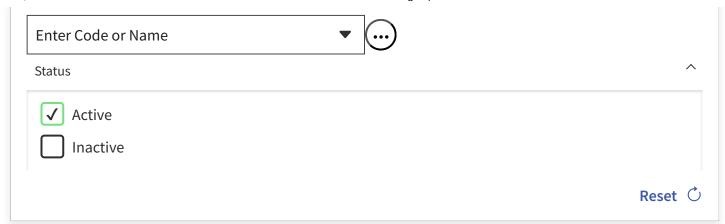
### Cost Analysis

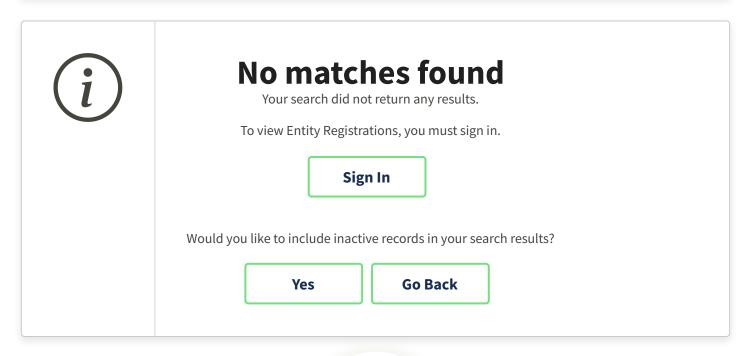
The total cost of the contract is not expected to exceed \$20,000 for one fiscal year.

9/17/2024

9/12/24, 4:22 PM SAM.gov | Search

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9/17/2024

9/12/24, 4:22 PM SAM.gov | Search

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### Prosecutor's Approval Page

Resolution No.

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

(Fairfield County Job and Family Services)

Approved as to form on 9/16/2024 11:20:27 AM by Steven Darnell,

#### Signature Page

Resolution No. 2024-09.17.m

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

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

#### CERTIFICATE OF CLERK

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

2024-09.17.n

A Resolution to Approve a Change Order #1 for the CDBG PY2022 Village of Pleasantville – E. Columbus St. & Pearl St. Storm Sewer Improvements.

**WHEREAS,** the original contract for this project with Enviro Construction Company, LLC. was approved by the Commissioners on April 23, 2024; and

WHEREAS, the original contract was in the amount of \$281,646.00; and

**WHEREAS**, Change Order #1 will increase the contract price by \$13,296.00, making the new contract price \$294,942.00; and

**WHEREAS,** Change Order #1 is necessary to modify the Contract Competition Date to the revised date of September 13, 2024, which increases the Contract Time by 46 days; and

**WHEREAS,** Change Order #1 will also include additional quantities (see attached breakdown); and

**WHEREAS,** Change Order #1 is needed due to the unforeseen underground utilities

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

**Section 1.** That the Board of Commissioners resolve to approve the proposed Change Order #1 for the CDBG PY2022 Village of Pleasantville – E. Columbus St. & Pearl St. Storm Sewer Improvements.

**Section 2.** This Board hereby authorizes it's President to sign change order #1 for the E. Columbus St. & Pearl St. Storm Sewer Improvements.

Prepared by: Joshua Hillberry cc: Regional Planning Commission

	Order No
	Date: 9/5/2024
	Agreement Date: 4/26/2024
	Fairfield County – CDBG – Village of Pleasantville - E. Columbus  Sewer Improvements
OWNER:	Fairfield County
	Enviro Construction Company, LLC
Modification to the Contra quantities. See attached bra Justification:	are hereby made to the CONTRACT DOCUMENTS: act Completion Date - revised to September 13, 2024. Also included in this change order is the additional eakdown.  antities are needed due to the unforeseen underground utilities.
Change to CONTRAC	T PRICE: \$ 0.00 PRICE: \$ 281,646.00
e	PRICE adjusted by previous CHANGE ORDER: \$ 281,646.00
	CE due to this CHANGE ORDER will be increased by: \$_13,296.00
	PRICE including this CHANGE ORDER will be \$_294,942.00
Change to CONTRAC	T TIME: 46 days
The CONTRACT TIM	IE will be (increased) <del>(decreased)</del> by <u>46</u> calendar days.
The date for completio	on of all WORK will be September 13, 2024

Recommende	<u>d By</u> :
Engineer/Arcl	hitect: Verdantas LLC
Signature:	hitect: Vetualitas ELC
Title:	Engineer III
Accepted By:	
Owner:	Village of Pleasantville
Signature:	-
Title:	Mayor
Contractor:	Enviro Construction Company LLC
Signature:	Mark A. Cox
Title:	Owner
County:	Fairfield County
Signature:	
Title:	
Township:	N/A
Signature:	
Title:	

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# FAIRFIELD COUNTY COMMISSIONERS VILLAGE OF PLEASANTVILLE E COLUMBUS ST. & PEARL ST. STORM SEWER IMPROVEMENTS CHANGE ORDER #1

Line	2 10				Unit Price		Extended Price				Revised Extended Price
No.	Description	Quantity	Unit	Labor	Materials	Total (L+M)	(Quantity x Total)	Additional Quantity	Unit	Revised Tota	(Quantity x Total)
1	MOBILIZATION / DEMOBILIZATION	1	LS	\$ 10,000.00	\$ 20,000.00	\$ 30,000.00	\$ 30,000.00				\$ -
2	EXCAVATION / REMOVAL, PER PLAN	1	LS	\$ 4,000.00	\$ 1,500.00	\$ 5,500.00	\$ 5,500.00				\$ -
3	15" HDPE DUAL WALL STORM SEWER, PER PLAN	950	FT	\$ 40.00	\$ 30.00	\$ 70.00	\$ 66,500.00				\$ -
4	12" HDPE DUAL WALL STORM SEWER, PER PLAN	410	FT	\$ 40.00	\$ 25.00	\$ 65.00	\$ 26,650.00				\$ -
5	8" HDPE DUAL WALL STORM SEWER, PER PLAN	20	FT	\$ 25.00	\$ 15.00	\$ 40.00	\$ 800.00				\$ -
6	6" SCH. 40 PVC DRAIN PIPE, PER PLAN	25	FT	\$ 20.00	\$ 10.00	\$ 30.00	\$ 750.00				s -
7	CATCH BASIN 2-2B, COMPLETE	13	EA	\$ 1,750.00	\$ 2,250.00	\$ 4,000.00	\$ 52,000.00				\$ -
8	CONCRETE BORDER, COMPLETE	6	EA	\$ 50.00	\$ 50.00	\$ 100.00	\$ 600.00	4	EA	\$ 600.00	\$ 2,400.00
9	STORM SEWER ENDWALL, COMPLETE	1	EA	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00				
10	PAVEMENT REPAIR (LSM), PER PLAN	35	SY	\$ 30.00	\$ 60.00	\$ 90.00	\$ 3,150.00				
11	GRAVEL DRIVE REPAIR, PER PLAN	460	SY	\$ 40.00	\$ 75.00	\$ 115.00	\$ 52,900.00	45	SY	\$ 115.00	\$ 5,175.00
12	4" CONCRETE SIDEWALK, PER PLAN	2768	SF	\$ 3.00	\$ 4.00	\$ 7.00	\$ 19,376.00	219	SF	\$ 7.00	\$ 1,533.00
13	6" CONCRETE SIDEWALK, PER PLAN	690	SF	\$ 3.50	\$ 4.50	\$ 8.00	\$ 5,520.00	136	SF	\$ 8.00	\$ 1,088.00
14	ADA CURB RAMP W/ DETECTABLE WARNING, PER PLAN	2	EA	\$ 100.00	\$ 150.00	\$ 250.00	\$ 500.00	1	EA	\$ 250.00	\$ 250.00
15	SANITARY SEWER LATERAL RELOCATED	2	EA	\$ 1,000.00	\$ 200.00	\$ 1,200.00	\$ 2,400.00				
16	MAILBOX REMOVED AND REINSTALLED, COMPLETE	10	EA	\$ 50.00	\$ 50.00	\$ 100.00	\$ 1,000.00				
17	SIGN REMOVED AND REINSTALLED, COMPLETE	5	EA	\$ 50.00	\$ 50.00	\$ 100.00	\$ 500.00				
18	MAINTENANCE AND PROTECTION OF TRAFFIC	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00				
19	SITE RESTORATION	1	LS	\$ 1,500.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00				
20	CO#1 - 4" DOWNSPOUT INCLUDING FITTINGS AND CONNECTIONS							80	LF	\$ 20.00	\$ 1,600.00
21	C0#1 - 4" PRECAST CATCH BASIN RISER							2	EA	\$ 200.00	\$ 400.00
22	C0#1- 8" PRECAST CATCH BASIN RISER							1	EA	\$ 500.00	\$ 500.00
22	YARD DRAIN INCLUDING PIPE AND FITTINGS							1	EA	\$ 350.00	\$ 350.00
TOT	TAL						\$ 281,646.00				\$ 13,296.00

NOTES	
1. Highlighted items changed per CO #1	

SUMMARY					
Original Contract Amount	\$	281,646.00			
Net Change by Change Orders	\$	-			
Current Contract Price	\$	281,646.00			
CO #1 Amount	\$	13,296.00			
New Contract Amount	\$	294,942.00			

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#### Signature Page

Resolution No. 2024-09.17.n

A Resolution to Approve Change Order #1 for the CDBG PY2022 Village of Pleasantville E. Columbus St. and Pearl St. Storm Sewer Improvements

(Fairfield County Regional Planning Commission)

This resolution has not yet been voted on.

#### CERTIFICATE OF CLERK

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

A Resolution to Approve a Change Order #3 for the CDBG PY2022 Village of Pleasantville – Pool Concrete Deck Improvements Project.

**WHEREAS,** the original contract for this project with Cooper Concrete Services LLC was approved by the Commissioners on April 4, 2024; and

WHEREAS, the original contract was in the amount of \$76,287.00; and

**WHEREAS**, Change Order #1 increased the contract price by \$7,523.20, making the new contract price \$83,810.20 and was approved by the Commissioners on July 7, 2024, and

**WHEREAS,** Change Order #2 decreased the contract price by \$857.14, making the new contract price will be \$82,953.06 and was approved by the Commissioners on August 27, 2024; and

**WHEREAS,** Change Order #3 will increase the contract price by \$1,300.00, making the new contract price \$84,253.06; and

**WHEREAS,** Change Order #3 will increase the contract time by 85 calendar days, making the date for completion of all work October 15, 2024; and

**WHEREAS,** Change Order #3 is necessary to include the installation of an additional gate to satisfy the requirements of ODH.

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

**Section 1.** That the Board of Commissioners resolve to approve the proposed Change Order #3 for the CDBG PY2022 Village of Pleasantville – Pool Concrete Deck Improvements Project.

**Section 2.** This Board hereby authorizes it's President to sign change order #3 for the Pool Concrete Deck Improvements Project.

Prepared by: Joshua Hillberry cc: Regional Planning Commission

	Order No. 3  Date: 9/5/2024  Agreement Date: 5/30/2024	
NAME OF PROJECT: Improvements – Conci	T: Fairfield County – CDBG – Village of Pleasantville Pool	
OWNER:	Fairfield County	
<u></u>	Cooper Concrete Services LLC	
The following changes	s are hereby made to the CONTRACT DOCUMENTS:	
requirements to the	s to include an additional gate being required by ODH to meet pool area. The work includes installing a self closing, self latchin ay entry to the existing building. The additional cost for this work ched breakdown.	ng double gate
e	CT PRICE: \$ 6,666.06 Total contract change to date  F PRICE: \$ 76,287.00	
Current CONTRACT	PRICE adjusted by previous CHANGE ORDER: \$\\_82,953.06	

The CONTRACT PRICE due to this CHANGE ORDER will be increased by: \$ 1,300.00

(Date)

The new CONTRACT PRICE including this CHANGE ORDER will be \$\\_84,253.06

0

The CONTRACT TIME will be (increased) (decreased) by 85 calendar days.

The date for completion of all WORK will be \_\_\_\_10/15/2024

Change to CONTRACT TIME:

Recommended By:
Engineer/Architect:Trevor McLean
Signature:
Title: Engineer III - Verdantas LLC
Accepted By:
Owner: Village of Pleasantville
Signature:
Title: Mayor
Contractor: Cooper Concrete Services LLC
Signature: Coop
Title: Tresident
County:
Signature:
Title:
Township: N/A
Signature:
Title:



Pleasantville concrete pool deck

pleastville oh

3820 Conn Rd Nashport OH 43830

Change order for gates		Nashport OH 43830		
	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	1	New gates	\$1,300.00	\$1,300.00
ESTIMATE NO				
24-0060				
9/9/2024				
PREPARED BY:				
Jason				
ATTENTION				
Trevor				
			SUBTOTAL	\$1,300.00
	THIS PROPOSAL IN	ICLUDES THE CONDITIONS NOTED:		
	If you have any ques	tions or concerns feel free to contact me at 740-221-3345. Thank you		
	Jason H Cooper		OTHER	
			TOTAL	\$1,300.00
			-	. ,,,,,,,,

Sign Here to Accept Quote:

#### Signature Page

Resolution No. 2024-09.17.o

A Resolution to Approve a Change Order #3 for the CDBG PY2022 Village of Pleasantville Pool Concrete Deck Improvements Project

(Fairfield County Regional Planning Commission)

This resolution has not yet been voted on.

#### CERTIFICATE OF CLERK

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

2024-09.17.p

A resolution authorizing the approval of an agreement between MAO Pharmacy, Inc. DBA Westwood Pharmacy, and the Fairfield County Sheriff's Office.

**WHEREAS,** The Fairfield County Sheriff's Office has submitted an agreement with Westwood Pharmacy; and,

**WHEREAS,** This agreement will allow comprehensive pharmaceutical care services for the Fairfield County Sheriff's Office jail inmates; and,

**WHEREAS,** This agreement will also allow Jail Corrections to obtain the same pharmaceutical care in urgent situations, allowing for continuous attention to the needs of inmate medication, and;

**WHEREAS,** The term of this agreement will commence on September 1, 2024 and will continue for three (3) years with the option of two (2) or one (1) year renewal upon agreement between both parties; and,

**WHEREAS,** Funds have been appropriately encumbered for the agreement with Westwood Pharmacy; and,

**WHEREAS,** The proposed agreement has been approved to form by the Assistant County Prosecutor.

# 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 approve the attached contract with the Fairfield County Sheriff's Office MAO Pharmacy Inc. DBA Westwood Pharmacy.

Prepared by: Mendi Rarey

#### AGREEMENT

This agreement ("Agreement") made this <u>3</u> day of August, 2024, by and between MAO Pharmacy, Inc., a Virginia corporation doing business as "Westwood Pharmacy", hereinafter called "WESTWOOD", and Fairfield County Sheriff's Office, hereinafter called "COUNTY", is as follows:

#### WITNESSETH:

WHEREAS, WESTWOOD operates a pharmacy licensed in the Commonwealth of Virginia; and,

WHEREAS, WESTWOOD is in the business of providing comprehensive pharmaceutical care services in correctional settings for various state and local government entities, as well as comprehensive healthcare companies; and,

WHEREAS, WESTWOOD was the successful proposal to the COUNTY's Request for Proposals for Inmate Medications and Pharmaceutical Supplies that was issued on June 1, 2024; and,

WHEREAS, COUNTY desires to have WESTWOOD provide comprehensive pharmaceutical care services for the Fairfield County Sheriff's Office located at 345 Lincoln Ave., Lancaster, OH 43130;

NOW THEREFORE, in consideration of the foregoing, COUNTY and WESTWOOD do mutually agree as follows:

- Services. WESTWOOD agrees to provide COUNTY comprehensive pharmacy services ("Services") pursuant to the terms and conditions of this Agreement, the terms of the Request for Proposals for Inmate Medications and Pharmaceutical Supplies that was issued on June 1, 2024, and pursuant to applicable state and federal laws and regulations.
- 2) Payment. In consideration of the Services, COUNTY agrees to pay WESTWOOD for all items of work performed and/or materials furnished within thirty (30) days from the date of its invoice as set forth on Schedule A, and highly utilized medications will be eligible for deeper discounts..
- 3) <u>Term.</u> The term of this Agreement shall commence on September 1, 2024 and shall remain in full force and effect for a period of three (3) years with the option of two (2) one (1) year renewals if both parties agree.
- 4) <u>Termination</u>. Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party.
- 5) Relationship of Parties. It is agreed that nothing contained in this Agreement is intended or should be construed as constituting a relationship of partnership, joint venture, or an association between WESTWOOD and COUNTY. WESTWOOD is an independent

- contractor and neither it, its employees, subcontractors, nor representatives shall be considered employees, agents, or representatives of COUNTY.
- 6) Indemnity. WESTWOOD agrees to defend, indemnify, and hold COUNTY, its officers, employees and agents, from and against, any and all losses, claims, actions, damages, liability and expenses, including, but not limited to, those in connection with loss of life, bodily injury and personal injury or damage to property to the extent occasioned by WESTWOOD'S acts or omissions or the acts or omissions of WESTWOOD'S agents, officers, employees, contractors (including contractors and suppliers) or servants pursuant to this Agreement.
- 7) Counterparts. This Agreement may be executed by the parties hereto in multiple original counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same.
- 8) Modifications & Amendments. This Agreement may only be modified or amended by a written agreement that is executed by both parties.
- 9) Governing Law. This Agreement shall be governed by the Laws of the State of Ohio.
- 10) Notices. Any notices required or permitted to be given under this Agreement shall be furnished in writing and sent first class mail or registered mail to:

WESTWOOD: Westwood Pharmacy

Attn: Shubhro Pal 5823 Patterson Avenue Richmond, VA 23226

COUNTY:

Lt. Jeffery Reed II 345 Lincoln Ave Lancaster, OH 43130 IN WITNESS WHEREOF, WESTWOOD and COUNTY have caused this Agreement to be executed and their corporate seals affixed by each of their duly authorized officers:

MAO Pharmacy, Inc., d/b/a "Westwood Pharmacy"	Fairfield County
By: Show M Printed Name & Title: SHUBHIN PAL/VPO	By: Printed Name & Title:
	By:
	Printed Name & Title:

## SCHEDULE A Pricing

#### Brand Medications.

Brand Medications will be sold at cost plus \$1.95 per Rx

### Generic Medications.

Generic Medications will be sold at cost plus \$1.95 per Rx

Cost is defined as Invoice Cost at the time of purchase.

#### Returns:

Return credits will be at 100% of the cost of the eligible medication minus \$1.00 restocking fee.

The following items are either non-returnable and are not eligible for credit:

- Controlled Medications (non-returnable)
  - All controlled medications (Schedule II-V) need to be destroyed on site. The DEA prohibits returning controlled substances to the pharmacy. In the event a controlled medication is inadvertently returned to Westwood Pharmacy, Westwood will mail that medication back to you with directions to destroy on site.
- Specialty Medications (non-returnable)
  - Westwood Pharmacy will notify the facility prior to filling any specialty medications to make them aware the product is non-returnable.
  - Westwood Pharmacy will await written permission from the facility to proceed with filling the non-returnable specialty product.
- Refrigerated Products (not eligible for credit)
  - o Since Westwood Pharmacy cannot verify the integrity of how the product has been stored, refrigerated products are not eligible for credit.
- Half Tablets (not eligible for credit)
  - o If a facility requests half tabs they are not eligible for credit as Westwood Pharmacy will not be able to reuse that product.
- Within 90 Days of the Expiration Date (not eligible for credit)
  - If the medication is returned and it is within 90 days of the expiration date, it is not eligible for credit because Westwood Pharmacy will not be able to reuse the product.
- Opened Bulk Items (not eligible for credit)
  - If a bulk item (ie. inhaler, cream/ointment) is returned open, this item will not be eligible for credit as Westwood Pharmacy cannot verify that they product has not been used.
- The final decision on the integrity of the product will rest upon the pharmacist checking the returns.
- Any damaged items are not eligible for return.

## Keith Faber Ohio Auditor

# Certified Search for Unresolved Findings for Recovery



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

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

Auditor of State - Unresolved Findings for Recovery Certified Search

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

#### Contractor's Information:

Name: ,

Organization: westwood Pharmacy Date: 9/11/2024 3:34:16 PM

This search produced the following list of 6 possible matches:

Name/Organization	Address
Dearwester, Jennifer	55 Newell Street
Midwest Paving	772 Village Trail
West, Arthur	
West, Michael	203 E. Worley Ave.
Western Surety Company	CAN Surety, Surety Claims
Westfall, Kelsey	12070 Easton St. NE

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.

Keith Faber Ohio Auditor

# Certified Search for Unresolved Findings for Recovery



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

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

Auditor of State - Unresolved Findings for Recovery Certified Search

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

#### Contractor's Information:

Name: ,

Organization: MAO pharmacy Date: 9/11/2024 3:32:16 PM



This search produced the following list of **0** possible matches:

Name/Organization

Address

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

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

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

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

### **Purchase Order**

Fairfield County Auditor 210 East Main Street Lancaster, Ohio 43130

Revisions: 000

Fiscal Year 2024

Page: 1 of 1

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

Purchase Order#

24006374 - 00

Delivery must be made within doors of specified destination.

Expiration Date: 03/15/2025

>ENDOR

В

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MAO PHARMACY INC WESTWOOD PHARMACY CLINICAL SERV

5823 PATTERSON AVE RICHMOND, VA 23226

**FAIRFIELD COUNTY SHERIFF** 

345 LINCOLN AVE

Phone: 740-652-7327

LANCASTER, OH 43130

SHIP TO

FAIRFIELD COUNTY SHERIFF 345 LINCOLN AVE LANCASTER, OH 43130

Phone: 740-652-7327

VENDOR PHONE NUMBER		VENDOR FAX NUMBER REQUISITION NUMBER		DELIVERY REFERENCE	
			6967		
DATE ORDERED VENDOR NUMBE		DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION	
08/28/2024	18527	08/27/2024		SHERIFF-ADMIN	

PO Requisitioner Name : Mendi Kay Rarey

E mail Address: mendi.rarey@fairfieldcountyohio.gov

_ Illali /		-				
ITEM#	DESCRIPTION / PART #		QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	BLANKET - INMATE MEDICATIONS GL Account: 23100101 - 560220	\$40,000.00	1.0	EACH	\$40,000.00	\$40,000.00
	GL SUMMARY					

23100101 - 560220 \$40,000.00

Invoice Date//	Invoice Amount \$	To Be paid//	Warrant #
COUNTY AUDITOR'S CERTIFICATE			

It is hereby certified that the amount \$40,000.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 08/28/2024

9/17/2024

Auditor Fairfield County, OH

Purchase Order Total \$40,000.00

# **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):
<ol> <li>Under \$75,000</li> <li>State Term #: (copy of State Term Contract must be attached)</li> <li>ODOT Term #: (See R.C. 5513.01)</li> <li>Professional Services (See the list of exempted occupations/services under R.C. 307.86)</li> <li>Emergency (Follow procedure under ORC 307.86(A))</li> <li>Sole Source (attach documentation as to why contract is sole source)</li> <li>Other: (cite to authority or explain why matter is exempt from competitive bidding)</li> </ol>
G. Agreement not subject to Sections A-F (explain):
H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
<ol> <li>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</li> <li>No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <a href="http://ffr.ohioauditor.gov/">http://ffr.ohioauditor.gov/</a>)</li> <li>Obtained 3 quotes for purchases under \$75,000 (as applicable)</li> <li>Purchase Order is included with Agreement</li> </ol>
Signed this 10 day of September 2024  Name and Title
* Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.*

Rev. 9-29-23

Eff. 10-3-23 to 12-31-24

#### Prosecutor's Approval Page

#### Resolution No.

A resolution authorizing the approval of an agreement between MAO Pharmacy, Inc. DBA Westwood Pharmacy, and the Fairfield County Sheriff's Office.

(Fairfield County Sheriff)

Approved as to form on 9/13/2024 3:34:05 PM by Amy Brown-Thompson,

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

Any Brown Manpson

#### Signature Page

Resolution No. 2024-09.17.p

A Resolution Authorizing the Approval of an Agreement between MAO Pharmacy, Inc. DBA Westwood Pharmacy, and the Fairfield County Sheriff's Office

(Fairfield County Sheriff)

This resolution has not yet been voted on.

#### CERTIFICATE OF CLERK

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

# A resolution to approve Change Order 01 with Motorola and the Sheriff's Office.

2024-09.17.q

**WHEREAS,** on April 16, 2024, the Board of Commissioners approved resolution number 2024-04.16.aa for the expansion of two consoles at a total contract price of 226,818.00, located at the existing 911 dispatch center at 345 Lincoln Ave, Lancaster, and;

**WHEREAS,** this Change Order modifies the initial agreement adding two additional consoles including all hardware and services, while extending the project timeline, and;

**WHEREAS**, the two additional consoles in this Change Order will be at the Violet Substation located at 12941 Stonecreek Dr., Pickerington, and serve as a backup dispatch center for the Lincoln Ave. location, and;

**WHEREAS,** the equipment included in the change order, equal to \$313,396.00 plus year 2 of the Advanced Plus Lifecycle Services with MDR, equal to \$34,650.50, for a total of \$348,046.50 and will be billed to the Fairfield County Board of Commissioners no later than June 01, 2025, and;

**WHEREAS,** Advanced Plus Lifecycle Services with MDR for years 3 through 5 will be billed annually in an amount equal to \$34,650.50 to the Fairfield County Sheriff's Office and will total \$103,951.50, and;

**WHEREAS,** a purchase order in the amount of \$348,046.50 has been encumbered to cover current expenses, and;

**WHEREAS**, the Fairfield County Sheriff's Office requests approval of Change Order Number 01 to reflect the difference of 451.998.00 for adding two consoles for the backup 911 dispatch center. This additional amount is funded with ARP funds.

# 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 approve and does hereby sign this Resolution and the attached Change Order Number 01, to increase the Contract price by 451,998.00 making the revised cost of the total contract price 678,816.00.

Prepared by: Mendi Rarey



#1

**Change Order Number:** 01

**Date:** 08/14/2024

**Project Name and Number:** Fairfield CSO\_Two Position Add / USOH23D122

Customer Name: Fairfield County Sheriff's Office

Customer Project Mgr: Joseph Morris, Communications Supervisor

The purpose of this Change Order is to: (highlight the key reasons for this Change Order)

The purpose of this Change Order is to:

- Add hardware and services to install two positions to a backup dispatch center.
- Extend the project timeline.

**Contract Project** 

Identifier (Name or USOH23D122 Contract Date: 04/09/2024

Number):

In accordance with the terms and conditions of the contract identified above between Fairfield Co, Ohio and Motorola Solutions, Inc., the following changes are approved:

### **Contract Price\* Adjustments**

Original Contract Price:	\$ 226,818.00
Previous Change Order amounts for Change Order numbers 0 through 0	\$ 0.00
This Change Order:	\$ 451,998.00
Contract Credit (If Applicable):	\$ 0.00
New Contract Price:	\$ 678,816.00

<sup>\*&</sup>quot;Contract Price" does not include taxes.

### **Completion Date Adjustments**

Original Completion Date: 02/28/2025		
	Original Complete	ion Date: 02/28/2025

Page 1 of 4

Change\_Order\_Form\_08.2023



#1

Current Completion Date prior to this Change Order:	02/28/2025
New Completion Date:	06/30/2025

#### Equipment Changes: (additions, deletions or modifications) Include attachments if needed.

The Parties agree the below additional equipment will be added to the equipment listed in Contract Section 2.1 New Dispatch Position Equipment List of the original Contract:

DESCRIPTION	STANDALONE DSC 8000 CONTROLLER
ASTRO MASTER SITE	ADD: ASTRO SYSTEM RELEASE 2022.1
ADD: CORE EXPANSION	ADD: DSC 8000 CONVENTIONAL SITE CONTROLLER
ADD: 5 CONSOLE OPS: AXS, MCC7500/E AND AIS	ADD: DSC 8000 CONVENTIONAL SITE CONTROLLER SW
ADD: UNC ADDTL DEVICE LIC (QTY 10)	ADD: NM/DISPATCH SITE
MCC 7500E DISPATCH POSITION LICENSES	DSC AC POWER SUPPLY CHASSIS
ADD: BASIC CONSOLE OPERATION	ADD: SINGLE POWER SUPPLY FOR DSC
ADD: ASTRO 25 TRUNKING OPERATION	ADD: DSC AC POWER CABLE - US, 12 FT
ADD: ADVANCED CONVENTIONAL OPERATION	MCG 8000 CONVENTIONAL GATEWAY
ADD: ADP/AES/DES-OFB ENCRYPTION	ADD: AC POWER
ADD: SECURE OPERATION	ADD: ACIM INTERFACE
ADD: 160 RADIO RESOURCES LICENSE	ADD: ANALOG IP INTERFACE
ADD: ENHANCED IRR	ADD: DIGITAL IP INTERFACE
MCC 7500E SOFTWARE DVD	MKM 7000 Console Alias Manager Software
TECH GLOBAL EVOLUTION SERIES 22INCH WITH TOUCH	Z2 G9 MINI WORKSTATION NON RETURNABLE
COMMANDCENTRAL HUB, BASIC MODEL	TECH GLOBAL EVOLUTION SERIES 22INCH NON TOUCH
Z2 G9 MINI WORKSTATION NON RETURNABLE	19 INCH BLACK SHELF
ADD: AC LINE CORD, NORTH AMERICA	MCAFEE FOR WINDOWS CLIENT, A2019.2
ADD: BRACKET, MOUNTING 2RU	SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE (1000MBPS) R56 COMPLIANT
ADD: FOUR CABLES, POWER 24VDC	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
ADD: CABLE RETENTION BRACKET	UPS, GXT5 TOWER 500VA/500W, 120V, 15 MIN RUNTIME, SOFTWIRED
HP Z2 MINI G9 VESA MOUNT	UPS, 9PX, 2700W, 120V, SOFTWIRED, 43 MIN RUNTIME RACKMOUNT
AC POWER STRIP, 6 OUTLETS, SASD PROTECTED, UL1449/R56, 12FT CORD	ALL BAND CONSOLETTE
SPEAKER, DESKTOP, USB	DEL: DELETE UHF BAND
ADD: USB CABLE, TYPE A TO TYPE C, 4.5M	DEL: DELETE VHF BAND
SPEAKER, DESKTOP, USB	ENH: P25 TRUNKING SOFTWARE APX
ADD: POWER SUPPLY WITH DC CORD	ENH: ASTRO DIGITAL CAI OP APX
ADD: AC LINE CORD, NORTH AMERICA	ENH: SMARTZONE OPERATION APX
ADD: USB CABLE, TYPE A TO TYPE C, 4.5M	ADD: FULL FP W/05/KEYPAD/CLOCK/VU
MICROPHONE, DESKTOP, USB	ADD: CONTROL STATION DESK GCAI MIC
ADD: USB CABLE, TYPE A TO TYPE C, 4.5M	ADD: AC LINE CORD US
MCC SERIES HEADSET JACK	ADD: PRINTED TEST RESULTS APX
HDST MODULE BASE W/PTT, 15 FT CBL	ADD: AES ENCRYPTION APX AND ADP
OVER-THE-HEAD, MONAURAL, NOISE-CANCELING HEADSET	ADD: MULTIPLE KEY ENCRYPTION OPERATION
PROVIDES ONE DUAL PEDAL FOOTSWITCH	APX MOBILE RADIO AUTHENTICATION
USB EXTERNAL DVD DRIVE	ADD: 7Y ESSENTIAL SERVICE HTM
MCAFEE FOR WINDOWS CLIENT, A2019.2	ADD: AT ESSENTIAL SERVICE HTM  ADD: BASELINE RELEASE SW
STARTECH USB 3.0 TO GIGABIT ETHERNET ADAPTER	APX CONSOLETTE RACK MOUNT KIT
WINDOWS SUPP. TRANSPARENT, A2022.1	WIDEBAND FIBERGLASS OMNI ANTENNA 746-869 NFM BULKHEAD
MOUSE PADS 5 PACK	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
2930F 24-PORT SWITCH	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
FRU: 1M DAC CABLE	WK-U, UNIVERSAL WEATHERPROOFING KIT
SITE ROUTER & FIREWALL- AC	AT012J50, 1/2" TRANSMISSION LINE,500HM,BLACK POLYETHYLENE JCKT PER FT
ADD: MISSION CRITICAL HARDENING	N FEMALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
ADD: ENCRYPTION	GK-S12AC, STD GROUND KIT FOR 1/2" AIRCELL COAX
	1
ADD: STATEFUL FIREWALL	HG-12, LACE-UP GRIP FOR 1/2 COAX
SITE ROUTER & FIREWALL- AC	SH-U12, UNIV SNAP HANGER 1/2 ,PKG10  RF SPD, 125-1000MHZ DC BLOCK FLANGE MT NM ANTENNA, NF EQUIPMENT SIE
	THE SELECT ASSETUTION OF THE BLUCK FLANGE MILION AND ENNA NEED HIPMENTS II
ADD: MISSION CRITICAL HARDENING ADD: ENCRYPTION	AT012J50, 1/2" TRANSMISSION LINE,500HM,BLACK POLYETHYLENE JCKT PER FT

## Scope of Work Changes: (additions, deletions or modifications) Include attachments if needed.

This Change Order is to recognize the following scope of work changes:

- Add hardware and services to install two positions to a backup dispatch center.
- Extend the project timeline.

Change\_Order\_Form\_08.2023



#1

SUA/Support Service Changes: (additions, deletions or modifications) Include attachments if needed. Must be completed by Project CSM.

The parties agree that this Change Order includes the addition of ADV PLUS package to (2) console positions included in the equipment list.

#### **Schedule Changes:** (describe change or N/A)

The Parties agree that the project schedule set forth, as per Contract Section 3.2 PROJECT SCHEDULE, is hereby extended. The new Final Acceptance date is extended by 12 months pending supply chain availability at time of order placement, bringing the new date to 06/30/2025.

#### Contract Price Changes: (describe change or N/A)

The Parties agree that the following pricing revision is hereby made to Contract Section 5 PRICING of the original contract:

The original contract value was \$226,818.00. With this Change Order, the Customer agrees to pay an additional fee of \$451,998.00. The new contract value is \$678,816.00.

The equipment included in the change order, equal to \$313,396, plus year 2 of the Advanced Plus Lifecycle Services with MDR, equal to \$34,650.50, for a total of \$348,046.50 will be billed to Fairfield County Board of Commissioners no later than June 01, 2025. Advanced Plus Lifecycle Services with MDR for years 3 through 5 will be billed annually in an amount equal to \$34,650.50 to the Fairfield County Sheriff's Office.

For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, "All Items," Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. "All Items," not seasonally adjusted shall be used as the measure of CPI for this price adjustment. The adjustment calculation will be based upon the CPI for the most recent twelve (12) month increment beginning from the most current month available as posted by the U.S. Department of Labor (http://www.bls.gov) immediately preceding the new maintenance year. For purposes of illustration, if in Year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base)

#### **Customer Responsibilities:** (describe change or N/A)

The Customer Responsibilities are set forth in Contract Section 3.1.2 of the original Contract

#### **Payment Schedule for this Change Order:**

(describe new payment terms applicable to this change order)

Customer agrees to pay new contract price (above) in accordance with terms set forth in Contract Section 5 Pricing of the original contract:

50% of payment due on the execution of this Change Order

50% of payment due upon Final Acceptance

Change\_Order\_Form\_08.2023



#1

## Purchase Order Requirements for this Change Order (select only one).

Motorola Solutions Project Manager

X A Purchase Ord	er is required - included	with this change order and is attached.			
□ No Purchase Order is required - Customer affirms that this change order document is the only notice to proceed required, that funding has been encumbered for this change order in its entirety, and that no further purchase orders will be issued against this change order,					
☐ No Purchase Ord	er required - this is a \$0	Change Order, or a decrease in scope.			
any inconsistencies provisions of this C	between the provisions hange Order will prevail	conditions of the Contract shall remain in full force. of this Change Order and the provisions of the Contl. executed this Change Order as of the last date signed  Customer	tract, the		
By:	Scott Pitman	By:			
Printed Name:	Scott Pitman	Printed Name:			
Title:	RSM	Title:			
Date:	8/14/2024	Date:			
Reviewed by:	Mitchell Sperl	Date: Aug 14, 20	024		

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**Exclusions** 

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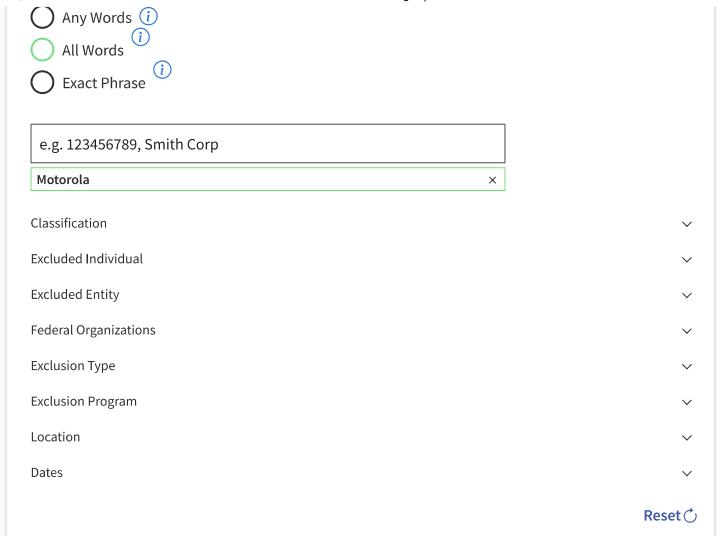
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9/17/2024

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## Keith Faber Ohio Auditor

# Certified Search for Unresolved Findings for Recovery



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

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

Auditor of State - Unresolved Findings for Recovery Certified Search

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

#### Contractor's Information:

Name: ,

Organization: **Motorola** Date: **6/20/2024 9:33:36 AM** 

This search produced the following list of **1** possible matches:

Name/Organization	Address
Forte Promotions Group, Inc.	13700 York Road

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

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

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

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

#### **Purchase Order**

#### Carrí L. Brown, PhD, MBA, CGFM

Fairfield County Auditor 210 East Main Street Lancaster, Ohio 43130

Revisions: 003

Fiscal Year 2024

Page: 1 of 1

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

Purchase Order #

24005255 - 03

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

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MOTOROLA SOLUTIONS INC 13101 COLLECTIONS CENTER DR CHICAGO, IL 60693

**COUNTY COMMISSIONERS** 

210 E MAIN ST 3RD FLOOR

LANCASTER, OH 43130

SHIP TO

COUNTY COMMISSIONERS 210 E MAIN ST 3RD FLOOR LANCASTER, OH 43130

VENDOR PHONE N	UMBER VE	NDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
800-247-2346 5697					
DATE ORDERED VENDOR NUMBER DATE REQUIRED FREIGHT METHOD/TERMS DEPARTMENT/LOCATION					
06/20/2024 7002 COMMISSIONERS ADMIN					
NOTES					

PO Requisitioner Name: Staci Knisley

E mail Address : staci.knisley@fairfieldcountyohio.gov

ITEM#	DESCRIPTION / PART #		QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	Fairfield Center PSAP project GL Account: 12287600 - 570000 - R61g	\$337,787.30	1.0	EACH	\$337,787.30	\$337,787.30
2	MODIFIED: New Line GL Account: 12343500 - 570000	\$10,259.20	1.0	EACH	\$10,259.20	\$10,259.20
	GI SUMMARY					

12287600 - 570000 - R61g \$337,787.30 12343500 - 570000 \$10,259.20

Invoice Date / /	Invoice Amount \$	To Be paid / /	Warrant #
invoice Bate//	πνοιος / πποσιτι ψ	10 Be paid//	vvariant "

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$348,046.50 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 06/20/2024

Auditor Fairfield County, OH

Purchase Order Total

\$348,046.50

# **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):
<ol> <li>Under \$75,000</li> <li>State Term #: (copy of State Term Contract must be attached)</li> <li>ODOT Term #: (See R.C. 5513.01)</li> <li>Professional Services (See the list of exempted occupations/services under R.C. 307.86)</li> <li>Emergency (Follow procedure under ORC 307.86(A))</li> <li>Sole Source (attach documentation as to why contract is sole source)</li> <li>Other: Change order 01 (cite to authority or explain why matter is exempt from competitive bidding)</li> </ol>
G. Agreement not subject to Sections A-F (explain): Change order 01
H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
<ol> <li>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</li> <li>No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <a href="http://fir.ohioauditor.gov">http://fir.ohioauditor.gov</a>)</li> <li>Obtained 3 quotes for purchases under \$75,000 (as applicable)</li> <li>Purchase Order is included with Agreement</li> </ol>
Ci lui: 6
Signed this 6 day of September 2024
Name and Title
* Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.*

Rev. 9-29-23 Eff. 10-3-23 to 12-31-24

## Prosecutor's Approval Page

Resolution No.

A resolution to approve Change Order 01 with Motorola and the Sheriff's Office.

(Fairfield County Sheriff)

Approved as to form on 9/16/2024 11:22:40 AM by Steven Darnell,

Resolution No. 2024-09.17.q

A resolution to approve Change Order 01 with Motorola and the Sheriff's Office.

(Fairfield County Sheriff)

This resolution has not yet been voted on.

### CERTIFICATE OF CLERK

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

2024-09.17.r

## A resolution to approve the purchasing of a gun by a retiring officer.

**WHEREAS,** the Fairfield County Sheriff's Office purchased a gun for Deputy Ronda Rose for the purpose of law enforcement (Glock Model 45 Serial #BTFE970); and

WHEREAS, Deputy Rose retires effective October 31, 2024; and

WHEREAS, Deputy Rose would like to take possession of said weapon;

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

**Section 1.** That the Fairfield County Board of Commissioners approve giving Deputy Ronda Rose said weapon for \$1.

Prepared by: Elisa Dowdy cc: Angel Horn - Finance

Resolution No. 2024-09.17.r

A Resolution to Approve the Purchasing of a Gun by a Retiring Officer

(Fairfield County Sheriff)

This resolution has not yet been voted on.

### CERTIFICATE OF CLERK

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

# A resolution authorizing an account to account transfer for MCU Fund 7830 (Subfund 8312) Drug Law Enforcement FY22 Grant

WHEREAS, appropriations are needed to cover expenses for 2024; and

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

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

**Section 1.** That the transfer of appropriations in the amount of \$17,966.56. is hereby authorized as follows:

FROM: 78783014 Salary

TO: 78783014 Contractual Services

**Section 2.** That the transfer of appropriations in the amount of \$5,921.83. is hereby authorized as follows:

FROM: 78783014 Fringe Benefits TO: 78783014 Contract Services

Prepared by: Christy Noland

cc: EMA

# A resolution authorizing an account to account transfer for MCU Fund 7830 (Subfund 8312) Drug Law Enforcement FY22 Grant

\$17,966.56. is hereby authorized as follows:

FROM: 78783014 511010 Salary

TO: 78783014 530000 Contractual Services

\$5,921.83. is hereby authorized as follows:

FROM: 78783014 521000 Health Insurance \$2,137.78

78783014 522000 Medicare \$554.00 78783014 523000 PERS \$3,212.05

78783014 525000 Unemployment \$18.00

TO: 78783014 530000 Contract Services

Prepared by: Christy Noland 24-1

cc: EMA

Resolution No. 2024-09.17.s

A resolution authorizing an account to account transfer for MCU Fund 7830 (Subfund 8312) Drug Law Enforcement FY22 Grant

(South Central Major Crimes Unit)

This resolution has not yet been voted on.

### CERTIFICATE OF CLERK

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

2024-09.17.t

# A resolution to appropriate from unappropriated in a major expenditure object category Treasurer's office Fund 2804 DTAC

**WHEREAS,** additional appropriations are needed in the major expenditure object category for fund 2804 Treasurer DTAC Fund; and

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

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

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

\$15,000.00 24280401 Major Object Category Contractual Services

## For Auditor's Office Use Only:

### Section 1.

24280401 554000 - \$ 15,000.00 Advertising

Prepared by: Jennifer Effinger

cc: Treasurer's Office

Resolution No. 2024-09.17.t

A resolution to appropriate from unappropriated in a major expenditure object category Treasurer's office Fund 2804 DTAC

(Fairfield County Treasurer)

This resolution has not yet been voted on.

### CERTIFICATE OF CLERK

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

# A resolution to appropriate from unappropriated in a major expenditure object category Treasurer's office Fund 2804 DTAC

**WHEREAS,** additional appropriations are needed in the major expenditure object category for fund 2804 Treasurer DTAC Fund; and

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

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

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

\$13,000.00 24280401 Major Object Category Fringe Benefits

## For Auditor's Office Use Only:

### Section 1.

24280401 521000 - \$ 13,000.00 Health Insurance

Prepared by: Jennifer Effinger

cc: Treasurer's Office

Resolution No. 2024-09.17.u

A resolution to appropriate from unappropriated in a major expenditure object category Treasurer's office Fund 2804 DTAC

(Fairfield County Treasurer)

This resolution has not yet been voted on.

### CERTIFICATE OF CLERK

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

# A Resolution to Assess 2024 Water and Sewer Delinquencies. [Utilities]

**WHEREAS,** Some water and sewer customers of the Fairfield County Utilities Division have outstanding water and sewer quarterly bills covering various periods of time, and

**WHEREAS,** Each delinquent customer has been billed quarterly for their water and sewer charges, and sent reminder notices. Per Ohio Revised Code 6103.02, delinquent water and sewer charges can be assessed to the County Auditor to be collected on their Real Estate property tax duplicate, and

**WHEREAS,** The delinquent billing amounts shall be submitted to the County Auditor to be collected on their property tax duplicate.

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

- **Section 1.** That the attached list is herewith and hereby accepted as the list specifying the outstanding water and sewer billing arrearages.
- That the Clerk of the Board shall, immediately upon passage of this Resolution by the Board of Fairfield County Commissioners, submit the list to the County Auditor for collection on the property tax duplicate.

WHEREFORE, the undersigned Commissioners have caused this Resolution to be duly executed and to be effective as of the Effective Date entered below.

Prepared by: Tony Vogel

cc: Utilities

## To the Auditor of Fairfield County, Ohio:

This is to certify that a special assessment was made against the following described real estate, situate in Fairfield County; said water/sewer assessment was made for the below subdivision and the same remains unpaid, and the County Auditor is hereby authorized and directed to place said assessment on the Tax Duplicate for the year **2024**, against the following real estate, to wit:

OWNER	PROPERTY STREET	PROPERTY CITY, STATE & ZIP	PARCEL	SERVICE	DEPOSIT ACCOUNT	SUBDIVISION		TOTAL
OSBORNE, ENYJAH	13201 SILVERBROOK	PICKERINGTON, OH 43147	360539800	W/S	12504623 434000 UWCHG	ASHLEY CREEK	\$	332.01
NUGENT, BETH	12994 AULT RD	PICKERINGTON, OH 43147	360090510	WATER	12504623 434000 UWCHG	AULT RD & FOX RUN CT	\$	68.08
NEIMEISTER, GAIL A.	12335 THOROUGHBRED	PICKERINGTON, OH 43147	360417300	W/S	12504623 434000 UWCHG	BENTWOOD FARMS	\$	73.11
CHAMBERS, BRIAN & PAMELA	13893 WOODS EDGE	PICKERINGTON, OH 43147	360134200	SEWER	12504429 434000 SEWCHG	CHEVINGTON WOODS NORTH	\$	553.57
DAINS, THOMAS	13877 INDIAN MOUND RD	PICKERINGTON, OH 43147	360124600	SEWER	12504429 434000 SEWCHG	CHEVINGTON WOODS SOUTH	\$	106.07
BRYANT, ZELITHA	13800 STONEHENGE CIRCLE NW	PICKERINGTON, OH 43147	360133300	SEWER	12504429 434000 SEWCHG	CHEVINGTON WOODS SOUTH	\$	208.62
MERRIMAN, SAM	8790 BLACKLICK EASTERN RD	PICKERINGTON, OH 43147	360080500	SEWER	12504429 434000 SEWCHG	CHEVINGTON WOODS SOUTH	\$	553.57
GUILFORD, DONALD & ALETA	13450 CHEVINGTON	PICKERINGTON, OH 43147	360110400	SEWER	12504429 434000 SEWCHG	CHEVINGTON WOODS SOUTH	\$	764.26
CHEVINGTON WOODS RECREATION	8962 CHEVINGTON CT	PICKERINGTON, OH 43147	360120700	W/S	12504623 434000 UWCHG	COMMERCIAL	\$	146.85
BRANTLEY, MONIQUE	8755 REFUGEE RD	PICKERINGTON, OH 43147	360006600	W/S	12504623 434000 UWCHG	COMMERCIAL	\$	288.41
HARMONY DEVELOPMENT GROUP	12495 AULT RD	PICKERINGTON, OH 43147	360091500	WATER	12504623 434000 UWCHG	COMMERCIAL	\$	845.53
O.L.T.	1241 HILL RD N	PICKERINGTON, OH 43147	410386310	SEWER	12504429 434000 SEWCHG	COMMERCIAL	\$	123.20
WOODRUFF, MICHAEL	1241 HILL RD N	PICKERINGTON, OH 43147	410386310	SEWER	12504429 434000 SEWCHG	COMMERCIAL	\$	49.29
HARMONY DEVELOPMENT GROUP	12495 AULT	PICKERINGTON, OH 43147	360091500	WATER	12504623 434000 UWCHG	COMMERCIAL	\$	456.38
GARRISON, ROBIN & JENNIFER	11501 WOODBRIDGE	BAITIMORE, OH 43105	220119200	SEWER	12504429 434000 SEWCHG	COVERED BRIDGE ESTATES	\$	553.57
MCCLARY, KENNETH	11778 WOODBRIDGE	BAITIMORE, OH 43105	220115900	SEWER	12504429 434000 SEWCHG	COVERED BRIDGE ESTATES	\$	159.89
HOWARD, CLIFFORD & KAYE	11925 WOODBRIDGE	BAITIMORE, OH 43105	220116700	SEWER	12504429 434000 SEWCHG	COVERED BRIDGE ESTATES	\$	235.43
HATFIELD, SUSAN	11679 WOODBRIDGE	BAITIMORE, OH 43105	220117600	SEWER	12504429 434000 SEWCHG	COVERED BRIDGE ESTATES	\$	553.57
FISH, PJ	13520 DAYSPRINGS	PICKERINGTON, OH 43147	360075300	SEWER	12504429 434000 SEWCHG	DAYSPRINGS	\$	761.81
MEMUSHAJ, SOKOL	9475 NORTHCHESTER DR	PICKERINGTON, OH 43147	360098000	W/S	12504623 434000 UWCHG	EASTCHESTER	\$	35.49
SUBER, KATHERYN	12894 EASTCHESTER RD	PICKERINGTON, OH 43147	360101500	SEWER	12504429 434000 SEWCHG	EASTCHESTER	\$	764.26
HOWES, MIKE	8985 REFUGEE RD	PICKERINGTON, OH 43147	360334100	W/S	12504623 434000 UWCHG	EASTON VILLAGE	\$	303.47
HARKER, KAYLIN	11656 STREAMSIDE DR	PICKERINGTON, OH 43147	360250800	W/S	12504623 434000 UWCHG	EASTON VILLAGE	\$	135.96
VAN CURA, BOB	10000 BERKSHIRE ST	PICKERINGTON, OH 43147	360401800	SEWER	12504429 434000 SEWCHG	GLENSHIRE	\$	375.23
SLONE, MATTHEW	9441 TIMBERBANK CIR	PICKERINGTON, OH 43147	360439900	W/S	12504623 434000 UWCHG	GLENSHIRE	\$	420.58
WOOD, SEAN	9478 TIMBERBANK	PICKERINGTON, OH 43147	360434200	W/S	12504623 434000 UWCHG	GLENSHIRE	\$	80.17
TRIO TV	1415 ELECTION HOUSE	LANCASTER, OH 43130	140099500	W/S	12584229 434000 SEWCHG	GREENFIELD	\$	2,003.01
ATOMIC ROCKET VINTAGE LLC	1316 COLLINS	LANCASTER, OH 43130	140100600	W/S	12584229 434000 SEWCHG	GREENFIELD	\$	101.10
FAIRFIELD COMMERCIAL PROPERTIES LLC	1336 COLLINS	LANCASTER, OH 43130	140100600	W/S	12584229 434000 SEWCHG	GREENFIELD	\$	55.00
PLATINUM CARRIER, INC.	1336 COLLINS	LANCASTER, OH 43130	140100600	W/S	12584229 434000 SEWCHG	GREENFIELD	\$	39.50
THE VENDING POST	1304 COLLINS	LANCASTER, OH 43130	140100620	W/S	12584229 434000 SEWCHG	GREENFIELD	\$	1,282.65
WERNER, DANIEL	1328 COLLINS	LANCASTER, OH 43130	140100620	W/S	12584229 434000 SEWCHG	GREENFIELD	\$	201.44
CARTER, PRECIOUS	13797 SUNLADEN DR	PICKERINGTON, OH 43147	360498300	W/S	12504623 434000 UWCHG	HAAF FARM	\$	179.35
TUTEN JR., MELVIN & TIFFANY	13779 MOTTLESTONE	PICKERINGTON, OH 43147	360570200	W/S	12504623 434000 UWCHG	HAAF FARM	\$	502.20
DERRICK AND TAMMY HITCHENS	12329 PRAIRIE VIEW	PICKERINGTON, OH 43147	360677000	W/S	12504623 434000 UWCHG	HERON CROSSING	\$	40.89
KIRBY, AMY L.	6045 REFUGEE	BAITIMORE, OH 43105	360000800	SEWER	12504429 434000 SEWCHG	HOMESTEAD ACRES	\$	553.57
JOHNSON, GREG & SUSAN	11283 BRIDGEVIEW DR	PICKERINGTON, OH 43147	360232800	W/S	12504623 434000 UWCHG	HUNTINGTON HILLS	\$	53.59
HANSCHU JR., RICHARD & KIMBERLY	7618 CUMBERLAND CIR	CANAL WINCHESTER, OH 43110	360522300	SEWER	12504429 434000 SEWCHG	JEFFERSON FARMS	\$	193.34
LARE, JEFF	7587 CUMBERLAND	CANAL WINCHESTER, OH 43110	360521000	SEWER	12504429 434000 SEWCHG	JEFFERSON FARMS	\$	757.98
HABTAMU BEYECHA GEMECHU	12312 EBRIGHT	PICKERINGTON, OH 43147	411200200	W/S	12504623 434000 UWCHG	LAKE FOREST	\$	202.35
WHITEHEAD, LAURA	3035 MEADOWBROOK DR	LANCASTER, OH 43130	270067500	SEWER	12504429 434000 SEWCHG	LAKESIDE ESTATES	\$	260.35
SWARTZ, DAVID	3328 MEADOWBROOK	LANCASTER, OH 43130	270069900	SEWER	12504429 434000 SEWCHG	LAKESIDE ESTATES	\$	761.81
VANFOSSEN, CARL & ELAINE	7883 PICKERINGTON RD	CANAL WINCHESTER, OH 43110	360165300	SEWER	12504429 434000 SEWCHG	LOCKVILLE RD, PICK. RD, BUSEY F	R Ś	764.26

VINCENT, TERRY & LISA	6096 PICKERINGTON RD	CARROLL, OH 43112	380247800	WATER 12504623 434000 UWCHG	LOCKVILLE RD, PICK. RD,BUSEY R	\$ 84.25
STANLEY, JESSICA	6079 PICKERINGTON	CARROLL, OH 43112	380244100	WATER 12504623 434000 UWCHG	LOCKVILLE RD, PICK. RD, BUSEY R	37.07
HAISON, AMY	9133 PALOMINO DR	PICKERINGTON, OH 43147	360516800	W/S 12504623 434000 UWCHG	MALLARD POND	\$ 223.55
BASHU GHIMIREY	9043 SADDLEHORN ST	PICKERINGTON, OH 43147	360530200	W/S 12504623 434000 UWCHG	MALLARD POND	\$ 166.17
LEAS, CHRISTOPHER & KARIE	12705 MILNOR	PICKERINGTON, OH 43147	360092300	SEWER 12504429 434000 SEWCHG	MILNOR RD	\$ 1,256.39
HARMONY DEVELOPMENT GROUP	12646 MILNOR	PICKERINGTON, OH 43147	360936400	SEWER 12504429 434000 SEWCHG	MILNOR RD	\$ 1,501.39
BIIDI INVESTMENTS LLC	830 REFUGEE RD	PICKERINGTON, OH 43147	410386951	SEWER 12504429 434000 SEWCHG	MINGO COMMERCIAL	\$ 3,023.87
FELUMLEE, TODD	9563 BROOKSIDE DR	PICKERINGTON, OH 43147	360038700	SEWER 12504429 434000 SEWCHG	MINGO ESTATES	\$ 319.37
FOUT, RICHARD	11590 MEADOW AVE NW	PICKERINGTON, OH 43147	360039300	SEWER 12504429 434000 SEWCHG	MINGO ESTATES	\$ 505.67
MAIN STREET RENEWAL	9548 BROOKSIDE DR	PICKERINGTON, OH 43147	360040000	SEWER 12504429 434000 SEWCHG	MINGO ESTATES	\$ 817.62
MAIN STREET RENEWAL	9566 BROOKSIDE DR	PICKERINGTON, OH 43147	360040100	SEWER 12504429 434000 SEWCHG	MINGO ESTATES	\$ 711.79
REYNOLDS, JOHN	9776 GRANDVIEW AVE	PICKERINGTON, OH 43147	360041400	SEWER 12504429 434000 SEWCHG	MINGO ESTATES	\$ 37.38
KEATING, TIFFANY A.	9509 CIRCLE DR SOUTH	PICKERINGTON, OH 43147	360044400	SEWER 12504429 434000 SEWCHG	MINGO ESTATES	\$ 188.23
ADERMAN, BETSY E.	9739 TAYLOR CT	PICKERINGTON, OH 43147	360045600	SEWER 12504429 434000 SEWCHG	MINGO ESTATES	\$ 978.03
HOLLER, JAMIE	9455 CIRCLE DR EAST	PICKERINGTON, OH 43147	360046000	SEWER 12504429 434000 SEWCHG	MINGO ESTATES	\$ 505.91
DEBOLT, RENEE	9667 TAYLOR CT NW	PICKERINGTON, OH 43147	360048000	SEWER 12504429 434000 SEWCHG	MINGO ESTATES	\$ 442.35
FOSTER, SARAH	9692 TAYLOR CT	PICKERINGTON, OH 43147	360048500	SEWER 12504429 434000 SEWCHG	MINGO ESTATES	\$ 205.92
WOOD, JAMES	998 HILL RD NORTH	PICKERINGTON, OH 43147	360051300	SEWER 12504429 434000 SEWCHG	MINGO ESTATES	\$ 603.90
WOLLENBERG, DANIEL	940 HILL RD N	PICKERINGTON, OH 43147	360052000	SEWER 12504429 434000 SEWCHG	MINGO ESTATES	\$ 59.69
STEVENS, DUSTYN	940 HILL RD N	PICKERINGTON, OH 43147	360052000	SEWER 12504429 434000 SEWCHG	MINGO ESTATES	\$ 476.55
JABEEN, FARHAT	9715 REFUGEE RD	PICKERINGTON, OH 43147	360056100	SEWER 12504429 434000 SEWCHG	MINGO ESTATES	\$ 359.59
GIALLUCA, WILLIAM & DIANE	9571 REFUGEE RD NW	PICKERINGTON, OH 43147	360056900	SEWER 12504429 434000 SEWCHG	MINGO ESTATES	\$ 885.50
YANKULOV, MICHAEL G.	9574 SHALEMAR DR	PICKERINGTON, OH 43147	360057200	SEWER 12504429 434000 SEWCHG	MINGO ESTATES	\$ 123.37
LAWRENCE, JOSHUA & CHANNING	9718 SHALEMAR DR NW	PICKERINGTON, OH 43147	360058000	SEWER 12504429 434000 SEWCHG	MINGO ESTATES	\$ 690.67
HYDE, PATTI	9644 MERRY LANE NW	PICKERINGTON, OH 43147	360061200	SEWER 12504429 434000 SEWCHG	MINGO ESTATES	\$ 36.63
PYLES, RICK	9819 MERRY LANE	PICKERINGTON, OH 43147	360062300	SEWER 12504429 434000 SEWCHG	MINGO ESTATES	\$ 1,375.47
BONER, BENJAMIN	9725 MERRY LN	PICKERINGTON, OH 43147	360063000	SEWER 12504429 434000 SEWCHG	MINGO ESTATES	\$ 85.37
DAVITIAN, EMIL	9734 MERRY LN NW	PICKERINGTON, OH 43147	360061700	SEWER 12504429 434000 SEWCHG	MINGO ESTATES	\$ 1,247.59
POSTAGE-GOWINS, TINA	9581 MERRY LANE NW	PICKERINGTON, OH 43147	360063800	SEWER 12504429 434000 SEWCHG	MINGO ESTATES	\$ 892.42
THOMPSON, TIM	9787 REFUGEE RD	PICKERINGTON, OH 43147	360055700	SEWER 12504429 434000 SEWCHG	MINGO ESTATES	\$ 496.46
MARSHALL, CATHY	9700 SHALEMAR DR	PICKERINGTON, OH 43147	360057900	SEWER 12504429 434000 SEWCHG	MINGO ESTATES	\$ 811.43
MEHARENNA, MOLLIE	9690 CIRCLE DR S	PICKERINGTON, OH 43147	360045300	SEWER 12504429 434000 SEWCHG	MINGO ESTATES	\$ 122.96
DAUGHTERY, JOSHUA	966 HILL	PICKERINGTON, OH 43147	360051700	SEWER 12504429 434000 SEWCHG	MINGO ESTATES	\$ 638.92
ZANG, JOHN & SHELLY	9928 CIRCLE	PICKERINGTON, OH 43147	360054800	SEWER 12504429 434000 SEWCHG	MINGO ESTATES	\$ 915.65
CHRITCHFIELD, RICHARD	9733 REFUGEE	PICKERINGTON, OH 43147	360056000	SEWER 12504429 434000 SEWCHG	MINGO ESTATES	\$ 989.17
ZIPF, STEVE	9814 GRANDVIEW	PICKERINGTON, OH 43147	360041700	SEWER 12504429 434000 SEWCHG	MINGO ESTATES	\$ 770.66
RISHER, KAREN	9783 CIRCLE	PICKERINGTON, OH 43147	360042800	SEWER 12504429 434000 SEWCHG	MINGO ESTATES	\$ 392.33
SHEPHERD, BRYON	9897 CIRCLE	PICKERINGTON, OH 43147	360052500	SEWER 12504429 434000 SEWCHG	MINGO ESTATES	\$ 146.96
BURGESS, RONALD	9589 REFUGEE	PICKERINGTON, OH 43147	360056800	SEWER 12504429 434000 SEWCHG	MINGO ESTATES	\$ 523.39
CHASTEEN, MAUREEN	9982 CIRCLE	PICKERINGTON, OH 43147	360054500	SEWER 12504429 434000 SEWCHG	MINGO ESTATES	\$ 1,239.65
CULLEY, MARY	8550 MOHAWK TRAIL NW	PICKERINGTON, OH 43147	360147000	SEWER 12504429 434000 SEWCHG	NEW ENGLAND ACERS	\$ 553.57
MURDOCK, SARAH	2060 PLEASANT VIEW DR	LANCASTER, OH 43130	270106400	SEWER 12504429 434000 SEWCHG	PETERS ADDITION	\$ 761.81
BROWN, PHILLIP & LUANA	2080 PLEASANT VIEW DR NE	LANCASTER, OH 43130	270106500	SEWER 12504429 434000 SEWCHG	PETERS ADDITION	\$ 761.81
HINES, DAVID & MOLLY	2224 SCENIC DR NE	LANCASTER, OH 43130	270108500	SEWER 12504429 434000 SEWCHG	PETERS ADDITION	\$ 761.81
ANDERSON, RANDI	1150 ROYAL CT	LANCASTER, OH 43130	270109500	SEWER 12504429 434000 SEWCHG	PETERS ADDITION	\$ 277.23
KONKLER, ISABEL	2200 SUNNYHILL DR	LANCASTER, OH 43130	270110200	SEWER 12504429 434000 SEWCHG	PETERS ADDITION	\$ 761.81
MORGAN, DENISE	1215 HILLBROOK DR NE	LANCASTER, OH 43130	270111500	SEWER 12504429 434000 SEWCHG	PETERS ADDITION	\$ 853.55
KLINE, ELLEN	1401 HILLBROOK DR	LANCASTER, OH 43130	270116800	SEWER 12504429 434000 SEWCHG	PETERS ADDITION	\$ 572.32
BROOKE, STEPHANIE	2335 MIDWAY BLVD NE	LANCASTER, OH 43130	270119400	SEWER 12504429 434000 SEWCHG	PETERS ADDITION	\$ 193.34
MARCINKO, MARY	2102 SCENIC DR NE	LANCASTER, OH 43130	270108100	SEWER 12504429 434000 SEWCHG	PETERS ADDITION	\$ 761.81

LOUDON, NATHAN & STEPHANIE	2154 MIDWAY	LANCASTER, OH 43130	270117000	SEWER	12504429 434000 SEWCHG	PETERS ADDITION	\$ 511.81
SHESS, KEVIN	1109 ROYAL	LANCASTER, OH 43130	270109700	SEWER	12504429 434000 SEWCHG	PETERS ADDITION	\$ 382.83
BURWELL, GARY & AMY	1332 RAINBOW	LANCASTER, OH 43130	270105600	SEWER	12504429 434000 SEWCHG	PETERS ADDITION	\$ 761.81
REINHARDT, JAMES & DORIS	7247 STEMEN	PICKERINGTON, OH 43147	360014000	WATER	12504623 434000 UWCHG	PICKERINGTON RD S., STEMEN R	\$ 146.41
JYS HOMES	10540 ALLEN	PICKERINGTON, OH 43147	360014610	WATER	12504623 434000 UWCHG	PICKERINGTON RD S., STEMEN R	\$ 177.53
GARNER, RODNEY & PEGGY	2709 PLEASANT WAY NE	LANCASTER, OH 43130	270144700	SEWER	12504429 434000 SEWCHG	PLEASANT LEA	\$ 761.81
CORN, CHRIS	2888 PLEASANT DR NE	LANCASTER, OH 43130	270146000	SEWER	12504429 434000 SEWCHG	PLEASANT LEA	\$ 761.81
WILCOXON, MATTHEW	2928 PLEASANT DR NE	LANCASTER, OH 43130	270146200	SEWER	12504429 434000 SEWCHG	PLEASANT LEA	\$ 192.32
MOWERY, REBECCA	2968 PLEASANT DR NE	LANCASTER, OH 43130	270150300	SEWER	12504429 434000 SEWCHG	PLEASANT LEA	\$ 382.83
CANNON, ANDREW	2731 PRIME AVE NE	LANCASTER, OH 43130	270152900	SEWER	12504429 434000 SEWCHG	PLEASANT LEA	\$ 761.81
FRAZIER, KYLE	2803 PLEASANT WAY	LANCASTER, OH 43130	270144300	SEWER	12504429 434000 SEWCHG	PLEASANT LEA	\$ 761.81
LINSCOTT, BILL & CRYSTAL	2845 LUCKS ST	LANCASTER, OH 43130	270150600	SEWER	12504429 434000 SEWCHG	PLEASANT LEA	\$ 761.81
KRAMER, CHRYSTAL & SHUGERT JR., MICHAEL	2911 PLEASANT DR	LANCASTER, OH 43130	270143500	SEWER	12504429 434000 SEWCHG	PLEASANT LEA	\$ 382.83
EVANS, JOSEPH & MARCIA	2677 PLEASANT	LANCASTER, OH 43130	270141800	SEWER	12504429 434000 SEWCHG	PLEASANT LEA	\$ 761.81
HENTHORNE, AUSTIN	2661 LEA CT	LANCASTER, OH 43130	270142400	SEWER	12504429 434000 SEWCHG	PLEASANT LEA	\$ 193.34
SMITH, DAWN	2820 PLEASANT	LANCASTER, OH 43130	270153900	SEWER	12504429 434000 SEWCHG	PLEASANT LEA	\$ 572.32
FIELDS, DAVID	2772 PLEASANT	LANCASTER, OH 43130	270145300	SEWER	12504429 434000 SEWCHG	PLEASANT LEA	\$ 761.81
LONAKER, CHARLES & LUELLA	2690 PLEASANT	LANCASTER, OH 43130	270143700	SEWER	12504429 434000 SEWCHG	PLEASANT LEA	\$ 931.87
YOUNG, SHANE	11290 STOUDERTOWN	BAITIMORE, OH 43105	220106300	SEWER	12504429 434000 SEWCHG	POPLAR HEIGHTS	\$ 191.82
LASCOLA, JORDEN & CRAIG	11365 ANN	BAITIMORE, OH 43105	220108800	SEWER	12504429 434000 SEWCHG	POPLAR HEIGHTS	\$ 276.48
HICKS, BRENT	11166 ANN	BAITIMORE, OH 43105	220110400	SEWER	12504429 434000 SEWCHG	POPLAR HEIGHTS	\$ 337.37
SOLOVE, VERNA I.	11110 STOUDERTOWN	BAITIMORE, OH 43105	220106900	SEWER	12504429 434000 SEWCHG	POPLAR HEIGHTS	\$ 553.57
OHLINGER, LLOYD & KAREN	11185 STOUDERTOWN	BAITIMORE, OH 43105	220120700	SEWER	12504429 434000 SEWCHG	POPLAR HEIGHTS	\$ 553.57
GIBSON, STEVE & PAIGE	8466 ALDERPOINT	PICKERINGTON, OH 43147	411124600	W/S	12504623 434000 UWCHG	SPRING CREEK	\$ 64.98
ADHIKARA, LEELA	13760 SUDBURY DR	PICKERINGTON, OH 43147	360397100	SEWER	12504429 434000 SEWCHG	STURBRIDGE	\$ 195.17
BRUHNSEN, AMANDA	13690 SUDBURY DR	PICKERINGTON, OH 43147	360397300	SEWER	12504429 434000 SEWCHG	STURBRIDGE	\$ 164.61
MUNGAVEN, MARK & ANNETTE	10043 FAIRFAX DR	PICKERINGTON, OH 43147	360339500	W/S	12504623 434000 UWCHG	SUMMERFIELD	\$ 391.85
BRITT, HANNA	13187 COVENTRY AVE	PICKERINGTON, OH 43147	360371200	W/S	12504623 434000 UWCHG	SUMMERFIELD	\$ 261.88
SMATHERS, JODI	12729 OAKMERE DR	PICKERINGTON, OH 43147	360423100	W/S	12504623 434000 UWCHG	SUMMERFIELD	\$ 183.69
HALE, COURTNEY	9797 HOUNSDALE DR	PICKERINGTON, OH 43147	360390100	W/S	12504623 434000 UWCHG	SUMMERFIELD	\$ 334.61
IRWIN SR., JASON & CANDICE	12851 OLDHAM	PICKERINGTON, OH 43147	360303800	W/S	12504623 434000 UWCHG	SUMMERFIELD	\$ 161.37
WORKMAN, GARRY	10078 ALLISTON	PICKERINGTON, OH 43147	360266300	W/S	12504623 434000 UWCHG	SUMMERFIELD	\$ 2,353.68
GAINES, RHONDA	11244 WYNDHAM	PICKERINGTON, OH 43147	360363500	W/S	12504623 434000 UWCHG	SUMMERFIELD	\$ 963.27
MCKEE, DAVID & CLAUDIA	12987 HARMON	PICKERINGTON, OH 43147	360380600	W/S	12504623 434000 UWCHG	SUMMERFIELD	\$ 104.48
JYS HOMES	13883 BIANCA	PICKERINGTON, OH 43147	360910200	W/S	12504623 434000 UWCHG	VIOLET MEADOWS	\$ 214.05
JYS HOMES	13867 BIANCA	PICKERINGTON, OH 43147	360910300	W/S	12504623 434000 UWCHG	VIOLET MEADOWS	\$ 101.21
CALIMAN, ROTAUSHA	758 WHARNCLIFF	PICKERINGTON, OH 43147	411240800	W/S	12504623 434000 UWCHG	WELLINGTON PARK	\$ 429.20
VERTU CONCEPTS CORP	599 LUDHAM	PICKERINGTON, OH 43147	411261900	W/S	12504623 434000 UWCHG	WELLINGTON PARK	\$ 1,085.39
PINNACLE CORP	792 LITTLETON	PICKERINGTON, OH 43147	411233200	W/S	12504623 434000 UWCHG	WELLINGTON PARK	\$ 59.60
VERTU CONCEPTS CORP	624 KELBURN	PICKERINGTON, OH 43147	411283100	W/S	12504623 434000 UWCHG	WELLINGTON PARK	\$ 458.36
SCHROEDER, ERIC & BRANDI	8705 BIRCH BROOK	PICKERINGTON, OH 43147	360624400	W/S	12504623 434000 UWCHG	WINDING CREEK	\$ 182.77
						Total	\$ 67,640.67

Resolution No. 2024-09.17.v

A Resolution to Assess 2024 Water and Sewer Delinquencies

(Fairfield County Utilities Department)

This resolution has not yet been voted on.

### CERTIFICATE OF CLERK

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

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

**WHEREAS,** departments that need the Board of Commissioners' approval for payment of their invoices have submitted their invoices to the County Auditor; and

**WHEREAS**, the County Auditor has submitted the cash disbursement journal for payment of invoices for the check date of September 19, 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 09/19/2024 to 09/19/2024

Departmer Check #	ndor # Vendor Name	Invoice #	Invoice Date	PO#	Warrant	Line Item Description	Amount
<b>1200</b> 1586708	 RS ADMIN 1 - GENERAL FUND 0132 AUNDREA N CORDLE	083124	08/31/2024	24000059	C0917	8/31-9/6	55.55
5410002	 4 - AIRPORT CAPITAL PROJECT 5568 ARCHER EXCAVATING CO	T <b>S</b> 1	09/06/2024	24005586	C0917	obstruction removal on Election House Road	167,830.44
					TOTAL	: COMMISSIONERS ADMIN	167,885.99

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## INVOICES BY DEPARTMENT 09/19/2024 to 09/19/2024

Departmer Check #	nt Check Date Vendor # Vendor Name	Invoice #	Invoice Date	PO#	Warrant	Line Item Description	Amount
1201	COMM-ECONOMIC DEV Fund: 3897 - WORKFORCE STATE C	APITAL PROJ					
5410001	09/19/2024 5260 OHIO UNIVERSITY	49043	08/30/2024	24006524	C0917	EXPENSES FOR WORKFORCE CENTER TRAINING	129,793.00
					TOTA	AL: COMM-ECONOMIC DEV	129,793.00

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INVOICES BY DEPARTMENT

09/19/2024 to 09/19/2024

Department

heck # Check Date Vendor # Vendor Name	Invoice #	Invoice Date	PO#	Warrant Line Item Description	Amount
				Summary Total for this report:	\$297,678.99
Commissioner Steven A. Davis					
Commissioner Jeffrey M. Fix					
Commissioner Comey W. 11X					
Commissioner David L. Levacy			Date		

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9/17/2024

Resolution No. 2024-09.17.w

A Resolution Authorizing the Approval of Payment of Invoices for Departments that Require Board of Commissioners' Approval

(Fairfield County Commissioners)

This resolution has not yet been voted on.

### CERTIFICATE OF CLERK

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











