

Regular Meeting #1 - 2022
Fairfield County Commissioners' Office
January 10, 2023

Review Meeting

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room located at 210 E. Main Street, Lancaster, OH. Commissioner Davis called the meeting to order with the following Commissioners present: Steve Davis, Dave Levacy, Jeff Fix. Also present: Aundrea Cordle, Jeff Porter, Rochelle Menningen, Bennett Niceswanger, Bart Hampson, Corey Clark, Dan Neeley, Jon Kochis, Rick Szabrak, Tony Vogel, Amy Brown-Thompson, Steven Darnell, Dr. Carri Brown, Branden Meyer, Lisa McKenzie, James Mako, Judy Stemen, Ray Stemen, Marty Norris, Tiffany Nash, Abby Watson, Amberly Hannum, Raz Sabaiduc, Stephanie Taylor, Anne Mikan, Jeremiah Upp, Leighann Adams, Brandy Marshall, and Jim Bahnsen.

Attending virtually: James Bahnsen, Jeff Barron, Shelby Hunt, Tony Vogel, Jessica Murphy, Ashley Arter, Audrey, Brian Wolfe, and Becky.

Welcome

Commissioner Davis opened the meeting by welcoming everyone in attendance and spoke briefly about the January 10, 2023, Reorganization Meeting.

Abby Watson, Deputy Director of Human Resources, introduced Amberly Hannum as the newest addition to the HR team.

James Mako, Executive Director of Regional Planning, spoke about his resignation and thanked the Commissioners for their years of support to his office.

Commissioner Davis spoke about the transition of Mr. Mako into his current Regional Planning role and stated the Commissioners' Office is ready to be helpful with the transition of the next Director.

Commissioners Fix and Levacy thanked Mr. Mako for his service to the county.

Public Comments

Ray Stemen of Lancaster spoke about events transpiring in DC and offered a prayer.

Judy Stemen of Lancaster spoke about the COVID vaccine and provided a handout that is contained in the minutes.

Stephanie Taylor of Habitat for Humanity Southeast Ohio stated she is excited about 2023 and spoke about breaking ground within the next couple of months on a home in Pleasantville.

Legal Update

Amy Brown-Thompson, Fairfield County Assistant Prosecuting Attorney, spoke about a Wilson Rd. agreement with the City of Lancaster and the resolution that will be next week's agenda.

Commissioner Davis stated it is preferable that departments touch on information prior to the appearance of a related resolution on an agenda. He also spoke about sports gaming and instructed Budget Director, Bart Hampson, to watch for the related revenue stream.

Commissioner Fix also touched on the revenue stream from sports gaming.

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County Administration Update

Week in Review

ARP Update

Aundrea Cordle, County Administrator, stated that from the \$30,607,546.77 received as the first and second tranche of fiscal recovery funds, \$19.6M has been appropriated, \$10.3M expended, and \$4.9M encumbered or obligated.

Acting Dog Warden

Ms. Cordle welcomed Leighann Adams, the acting Dog Warden, and Deputy County Administrator, Jeff Porter, spoke about the shelter's recent holiday promotions.

Ohio Public Defender releases memo on reimbursement rate and administrative code changes

Ms. Cordle stated the Office of the Ohio Public Defender (OPD) recently released its most recent update to counties regarding the indigent defense reimbursement rate and an update on recent amendments to certain Ohio Administrative Code (OAC) rules. She added that the office's April 2022 memo shared that county reimbursement submissions were exceeding projections for State Fiscal Year (SFY) 2023, and that the reimbursement rate would likely be approximately 90% instead of the originally projected 100%. She continued that with half of SFY 2023 complete, OPD still estimates the reimbursement rate will be 90%, but that figure is subject to change based on reimbursement submissions from counties.

Humane Society Funding Request

Ms. Cordle also stated Corey Schoonover, Executive Director of the Human Society, made a request to increase the funding of a Humane Officer from the current allocation of \$7,500 to \$12,500 to help offset the increasing costs of this service to the Humane Society. She stated he is also requesting an ongoing commitment with an increase from \$10,000 to \$12,500 for their cat Trap-Neuter-Return program. This program began in 2021 in the City of Lancaster and, with the County's support, expanded to all of Fairfield County in 2022. She further stated Mr. Schoonover reports that the demand for this program was great, and the success was even better with over 700 cats in the program, and more than 400 of those being in the County outside of Lancaster city limits.

Commissioners Levacy and Davis spoke of the importance of the spay and neuter program inside and out of the city limits.

Emergency Allotments for SNAP Ending in February

Ms. Cordle reported the Families First Coronavirus Response Act allowed states to request emergency allotments (EA) for households participating in the Supplemental Nutrition Assistance Program (SNAP) until the end of either the federal public health emergency declaration or that state's declaration. She added that as a result, the Ohio Department of Job and Family Services (ODJFS) has been providing EAs to SNAP households since March 2020. Ms. Cordle further added that ODJFS informed counties that Supplemental Nutrition Assistance Program (SNAP) emergency allotments are ending after nearly 3 years and that the Consolidated Appropriations Act of 2023, signed into law last week, ended the authority for SNAP emergency allotments. She also stated

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that the last month of emergency allotments will be February 2023, and the State has a communication plan which includes noticing, robo calls, SMS messaging, and social media messaging. She provided that Fairfield County will be utilizing the states communication plan for local efforts as well.

Corey Clark, Director of Job and Family Services spoke on the SNAP allotment and benefit bridge and stated that for a three-year period recipients stayed on Medicare.

Commissioner Davis asked about the effects of the revenue stream in the community from the stopping of these benefits.

Mr. Clark stated the effect would be substantial and added that every single recipient of aid has been receiving additional money.

Commissioner Fix stated the county has been anticipating this and he is confident our team has been planning appropriately.

Nominations for the 2023 Central Ohio Senior Citizens Hall of Fame Requested

Ms. Cordle announced that The Hall of Fame, hosted by Central Ohio Area Agency on Aging (COAAA), honors the exemplary work of older adults who contribute their time and talent to bettering their communities and the lives of others. She added that recognized efforts include volunteerism, civic leadership, awards/honors, caregiving, helping neighbors, and more, and that honorees are inducted during an annual event that includes families and friends. She also added that the 2023 recognition ceremony is planned for Wednesday, May 17, 2023, at The Gallery at Champions Golf Course in Columbus, and that the nomination deadline is February 23, 2023, and individuals must be 60 years of age or older and a resident of Delaware, Fairfield, Fayette, Franklin, Licking, Madison, Pickaway, or Union counties to be eligible.

Highlights of Resolutions

Administrative Approvals and Resolutions

Ms. Cordle reported that the review packet contains a list of administrative approvals and that there are 35 resolutions for the voting meeting. She provided the following resolution of note:

- A Resolution Amending the Approval of Establishment of the Fairfield County Board of Commissioners' 2023 Review Session and Regular Meeting Dates, and Special Meeting Dates [Commissioners]
- A resolution to approve the reappointment of Mr. Derek Upp to the Fairfield County Board of Developmental Disabilities. [Commissioners]
- A resolution approving the reappointment of Mr. Todd Edwards to the Fairfield County Regional Planning Commission. [Commissioners]
- A resolution to approve a memo receipt and expense for Stop Loss Pool Sub fund & the Self-Funded Healthcare Fund [Commissioners]
- A resolution authorizing fund to fund transfers for intergovernmental agencies for 2023 Allocations (RPC, EMA, Soil and Water, 33 Development Alliance, Engineer, Guardianship Services)

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- A resolution authorizing a fund-to-fund transfer to the Fairfield County Family Adult Children First Council for Multi-Youth Committee, Fairfield County Job and Family Services, Multi County Juvenile Detention Center
- A resolution authorizing 2023 Allocations for Lancaster Public Transit & Fairfield County Municipal Court
- A resolution to authorize an amendment to the agreement for grant writing services
- A resolution to approve the purchasing of a gun by Deputy Curtiss, a retiring officer of the Sheriff's Office

Rick Szabrak, Director of Economic and Workforce Development, spoke about Hicks Partners and their role in grant writing,

Commissioner Fix added his thanks to Hicks Partners for their assistance to communities in the county.

Budget Review

Ms. Cordle reported that the carry over cash was \$34,459,227 for 2022 end of year and that this is \$8,947,116 or 35.1% over the prior year of \$25,512,111.

Bart Hampson, Budget Director, stated he and Jeff Porter continue working with ARP funds and will provide an update in the future.

Commissioner Davis spoke about solidifying the carry over cash amount.

Recognition

Ms. Cordle provided the following recognitions:

- County Auditor, Dr. Brown, thanked Chris Wagner for his patience and diligence in working with federal officials regarding updates they need to make to the federal database for SAMS.gov.
- County Auditor, Dr. Brown, thanked Josh Harper, Noel Soddors and Josh Van Dyke for leading the efforts to update the tax rates and bills for 2023 in as a timely fashion as possible.
- County Auditor, Dr. Brown, thanked the Auditor's Finance and Payroll teams for their work with year-end processes.
- County Auditor, Dr. Brown, thanked the County Auditor's Office for a productive strategic planning retreat on January 5th.
- County Auditor, Dr. Brown, thanked the GIS and Mapping Technicians for the terrific Map of the Month honoring Zane's Trace.
- Thank you to Bart Hampson, Abby Watson, and the Admin Team for their work this past week during the vacation of the County Administrator.
- Thank you to the Facilities team for their outstanding work during the winter storm and related snow removal and heating issues.

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Calendar Review/Invitations Received

Rochelle Menningen, Clerk to the Fairfield County Board of Commissioners, reviewed the following invitations and calendar items:

- Transportation Improvement District Meeting, January 10, 2023, 1:00 p.m., Fairfield County Engineer's Office, 3026 W. Fair Ave., Lancaster (Fix, Levacy)
- Coshocton Fairfield Licking Perry Solid Waste District (CFLP) Board of Director's Meeting, January 13, 2023, 9:45 a.m., CFLP, 675 Price Rd., Newark
- Fairfield County Offices will be Closed January 16, 2023, in Observance of the Martin Luther King, Jr. Holiday
- Land Bank Board Meeting, January 17, 2023, 11:00 a.m. (Davis, Fix, Levacy)
- Revolving Loan Fund Review Committee Meeting, January 17, 2023, 2:00 p.m., Fairfield County Records Center, 138 W. Chestnut St., Lancaster (Fix, Levacy)
- Lancaster Fairfield County Chamber Connect Meeting, January 18, 2023, 9:00 a.m., Fairfield County Agricultural Center, 831 College Ave., Lancaster
- Economic Development Strategic Plan Steering Committee Kickoff Meeting, January 24, 2023, 2:00 p.m., Commissioners' Hearing Room, 210 E. Main St., Lancaster
- Downtown Destination Lancaster/Downtown Lancaster Special Improvement District 2023 Annual Gathering, January 26, 2023, 5:30 p.m., Maria's Mexican Restaurant Ballroom, 129 E. Main St., Lancaster

Correspondence

Rochelle Menningen reviewed the following correspondence:

- Memorandum from the Office of the Ohio Public Defender, Dated December 14, 2022, Regarding Update on the Reimbursement Rate and Amendments to OAC 120-1-06 & 120-1-10
- Furtherance of Justice Fund Report from the County Prosecutor's Office
- Email and Plat from Stephanie Hall, City of Lancaster Law Director and City Prosecutor, Regarding Bowers Memorial Park Deed and Maintenance Agreement with City
- Office of the Auditor, Press Release, January 3, 2023, Auditor's Office Makes 2022 Board of Revision Files Available for Online Access
- Memorandum from the County Auditor, January 6, 2023, Subjects: Strategic Plan, Table of Organization, Request for Proposals, Proclamation Requests, and Board of Revision
- Op-ed from the County Auditor, Property Owners have a Voice in Board of Revision Process
- Letter from ADAMH Regarding Nominations for the Friend of ADAMH Award
- Fairfield 33 Development Alliance Letter, Dated December 20, 2022, Regarding Community Impact, Marketing, Programming, Initiatives, and Member Investments.
- Fairfield Area Humane Society Letter, Dated December 20, 2022, Regarding Support
- Letter from a Resident Regarding Eastern Cottontail Solar Project
- Letter of Resignation from James Mako, Executive Director of the Fairfield County Regional Planning Commission

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- Decorative Arts Center of Ohio, Reese-Peters House, Membership Letter and Application
- Auditors Ledger: News from the County Auditor's Office, December 2022
- Fairfield County Health Department Quarterly Newsletter, 4th Quarter 2022

Jail Population

Ms. Cordle stated that the jail population for December 27, 2022, was 239 with 25 of those being contracted placements, for January 3, 2023, was 261 with 31 of those being contracted placements, and for January 10, 2023, was 235 with 25 of those being contracted placements.

Commissioner Davis spoke briefly about the jail population numbers.

Old Business

Commissioner Levacy thanked the Engineer's Office for their work during the severe winter weather over the Christmas holiday.

Jeremiah Upp, County Engineer, stated he would pass the message along to his employees and added that many worked on Christmas day.

Commissioner Levacy also thanked Facilities and EMA Director, Jon Kochis, and the Facilities team for working during the Christmas holiday.

Commissioner Davis asked Mr. Upp if the Sheriff's Office and Engineer's Office consulted during heavy snowstorms.

Mr. Upp stated that he and the Sheriff are in close communication during snow emergencies.

New Business

Commissioner Fix stated he will be participating in a follow-up to the housing symposium.

Commissioner Levacy stated he is looking forward to a productive 2023.

Commissioner Davis stated he and County Administrator, Aundrea Cordle, will meet with Lancaster Transit Director, Chaslyn Carter, to continue conversations regarding Lancaster Fairfield Public Transit.

Dr. Carri Brown spoke about the strategic report for the Auditor's Office and added that the primary focus was technology which is very helpful in financial reporting efficiencies. She added that the Auditor's Office will soon have a Request for Proposal.

Jon Kochis, the EMA and Facilities Director, stated he received word that the water rescue team was awarded a grant to enhance operations and that there are seven departments from around Fairfield County represented in the team.

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Regular (Voting) Meeting

The Commissioners continued to their Regular Voting Meeting in the Commissioners' Hearing Room of the Historic Courthouse at 210 E Main St., Lancaster, OH. Commissioner Fix called the meeting to order with the following Commissioners present: Dave Levacy, Jeff Fix. Also present: Aundrea Cordle, Jeff Porter, Rochelle Menningen, Bennett Niceswanger, Bart Hampson, Corey Clark, Dan Neeley, Jon Kochis, Rick Szabrak, Tony Vogel, Amy Brown-Thompson, Steven Darnell, Dr. Carri Brown, Branden Meyer, Lisa McKenzie, James Mako, Judy Stemen, Ray Stemen, Marty Norris, Tiffany Nash, Abby Watson, Amberly Hannum, Raz Sabaiduc, Stephanie Taylor, Anne Mikan, Jeremiah Upp, Leighann Adams, Brandy Marshall and Jim Bahnsen.

Attending virtually: James Bahnsen, Jeff Barron, Shelby Hunt, Tony Vogel, Jessica Murphy, Ashley Arter, Audrey, Brian Wolfe, and Becky.

Pledge of Allegiance

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

Announcements

There were no announcements.

Approval of the December 20, 2022 Special Meeting, and the January 9, 2023, Reorganization Meeting Minutes

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the Minutes for the December 20, 2022 and January 9, 2023, meetings.

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from the Board of Commissioners

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

- 2023-01.10.a A resolution to designate two members of the Board of the Fairfield County Commissioners to serve on the Fairfield County Investment Advisory Committee.
- 2023-01.10.b A Resolution Amending the Approval of Establishment of the Fairfield County Board of Commissioners' 2023 Review Session and Regular Meeting Dates, and Special Meeting Dates
- 2023-01.10.c A resolution approving an agreement for legal services with Fishel Downey Albrecht Riepenhoff, LLP
- 2023-01.10.d A resolution to approve the reappointment of Mr. Derek Upp to the Fairfield County Board of Developmental Disabilities.
- 2023-01.10.e A resolution approving the reappointment of Mr. Todd Edwards to the Fairfield County Regional Planning Commission.

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- 2023-01.10.f A resolution to approve a memo receipt and expense for Stop Loss Pool Sub fund & the Self-Funded Healthcare Fund
- 2023-01.10.g A resolution to approve to appropriate from unappropriated into a major expense category for Marriage License/Divorce Fees Fund# 2095
- 2023-01.10.h A resolution to approve to appropriate from unappropriated into a major expense category and Account to Account transfer for CDBG FY20 Allocation
- 2023-01.10.i A resolution authorizing the reduction appropriations in major expenditure object categories for Commissioner Funds # 2675 & # 3880
- 2023-01.10.j A resolution to approve to appropriate from unappropriated into a major expense categories & Advance from General Fund #1001 for Fund # 2788, sub fund# 8317, PY2022 CDBG Allocation grant
- 2023-01.10.k A resolution authorizing fund to fund transfer from the General Fund # 1001 to Fund# 4832 LGIF debt – Fairfield County Commissioners
- 2023-01.10.l A resolution authorizing fund to fund transfers for intergovernmental agencies for the 1st half 2023 Allocations - Fairfield County Commissioners
- 2023-01.10.m A resolution authorizing fund to fund transfers for intergovernmental agencies for 2023 Allocations - Fairfield County Commissioners
- 2023-01.10.n A resolution authorizing a fund to fund transfer to the Fairfield County Family Adult Children First Council for Multi-Youth Committee – 1st payment for the 2023 Allocation - Fairfield County Commissioners
- 2023-01.10.o A resolution authorizing fund to fund transfers for Fairfield County Job and Family Services (JFS) –1st Quarter 2023 Allocation - Fairfield County Commissioners
- 2023-01.10.p A resolution authorizing a fund to fund transfer for the 1st Quarter 2023 Allocation for the Multi County Juvenile Detention Center (MCJDC) - Fairfield County Commissioners
- 2023-01.10.q A resolution authorizing 2023 Allocations for Lancaster Public Transit & Fairfield County Municipal Court - Fairfield County Commissioners

Jeff Porter, Deputy County Administrator, stated the stop loss amount will be moved to the new sub fund and the payments will begin in February. He added that the program is for \$2 million, and the rates are based on the wellness initiative and HRA participation.

Commissioner Davis thanked the members willing to serve on all County boards for their dedication and service to the community.

Roll call vote of the motion resulted as follows:

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

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Approval of a Resolution from the Fairfield County Auditor - Admin

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

2023-01.10.r A resolution granting Dr. Carri L. Brown, County Auditor, and staff permission to attend (travel)

Dr. Carri Brown stated the resolution is a codified requirement.

Roll call vote of the motion resulted as follows:

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

Approval of a Resolution from Fairfield County Economic & Workforce Development

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

2023-01.10.s A resolution to authorize an amendment to the agreement for grant writing services

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from the Fairfield County Emergency Management Agency

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

2023-01.10.t A resolution to appropriate from unappropriated in a major expenditure object category EMA Funds and a transfer of appropriations

2023-01.10.u A resolution authorizing the approval of an advance from the general fund to EMA – Fund 2890 Hazardous Materials Emergency Planning Grant (HMEP)

2023-01.10.v A resolution authorizing the approval of an advance from the general fund to EMA – Fund 2708 State Homeland Security Grant Program Grant (SHSP) and Appropriate and Increase Certificate

2023-01.10.w A resolution to approve the 2023 Fairfield County Emergency Operations Plan and signing of the Promulgation Statement.

Jon Kochis thanked Tiffany Nash for her work on the Promulgation Statement.

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from the Fairfield County Engineer

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

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- 2023-01.10.x A Resolution to Authorize the Use of Force Account by the Fairfield County Engineer.
- 2023-01.10.y A resolution to request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 3434 PLE-29 Bridge Replacement Project
- 2023-01.10.z A resolution to request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 3445 BER-26 bridge replacement

Jeremiah Upp stated the force account establishes limitations on how much work the Engineers can do on different project. He added that the rate was set in 2003 and the Engineers Association is working to increase that amount.

Commissioner Fix stated CCAO also continues to advocate for an increase in the rates.

Commissioner Levacy stated that the county and its townships are severely constrained by the current rates.

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

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

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

- 2023-01.10.aa Approval of an Amendment to a Subaward to the Fairfield County Family, Adult and Children First Council (FACF) from the Research Institute at Nationwide Children's Hospital for State Fiscal Year

Dumitru Sabaiduc, Executive Director of Family, Adult and Children First Council stated the resolution is the second part of their agreement with Nationwide Children's Hospital.

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

Approval of Resolutions from the Fairfield County Juvenile and Probate Court

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

- 2023-01.10.bb A resolution authorizing the reduction in major expenditure object category appropriations for Title IV-E Fund 2641 (Juvenile Court)
- 2023-01.10.cc A resolution to appropriate from unappropriated in a major expenditure object category – Juvenile Court Fund #2036 Department of Youth Services (reclaim)

Commissioner Davis stated he is in communication with the administration at MCJDC and is negotiating the next three-year contract. He added that Judge Terre Vandervoort will be joining him in negotiations.

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

Approval of a Resolution from the Fairfield County Recorder

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

2023-01.10.dd A resolution granting Fairfield County Recorder Lisa McKenzie permission during 2023 to attend.

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

Approval of Resolutions from the Fairfield County Sheriff

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

2023-01.10.ee A resolution to approve the purchasing of a gun by a retiring officer [Sheriff]

2023-01.10.ff A resolution to appropriate from unappropriated in a major expenditure object category Sheriff's Office Fund 2883 Law Enforcement Cyber Security

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

Approval of Resolutions from South Central Major Crimes Unit

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

2023-01.10.gg A resolution to authorize the establishment of a new fund for Fairfield Hocking Athens Major Crimes Unit, Appropriate from unappropriated

2023-01.10.hh An Administrative Approval for the South Central Major Crimes Unit

Administrator Cordle identified an error in resolution 2023-01.10.hh that had been corrected.

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

Approval of the Payment of Bills

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

2023-01.10.ii A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval

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

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Adjournment

Commissioner Fix commented on the strong working relationship the Commissioners have with each other and their staff. He also commended Representatives LaRae and Miller on helping name the new Speaker of the House of Ohio and added that because of their actions Fairfield County is in a very strong position.

With no further business, on the motion of Jeff Fix and a second of Dave Levacy, the Board of Commissioners voted to adjourn at 10:12 a.m.

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

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

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

YEAS: Jeff Fix, Dave Levacy, Steve Davis NAYS: None
ABSTENTIONS: None

*Approved on January 17, 2023

Steven Davis Commissioner	Dave Levacy Commissioner	Jeff Fix Commissioner
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Rochelle Menningen, Clerk



AGENDA

BOARD OF COMMISSIONERS

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

Tuesday, January 10, 2023
9:00 a.m.

County Administrator
Aundrea N. Cordle

Deputy County Administrator
Jeffrey D. Porter

Clerk
Rochelle Menningen

1. Review

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

2. Welcome

3. Public Comments

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

4. Legal Update

5. County Administration Update

- a. Week in Review
- b. Highlights of Resolutions
- c. Budget Review
- d. Recognitions/Thank-Yous
- e. Calendar Review/ Invitations Received
 - i. Transportation Improvement District Meeting, January 10, 2023, 1:00 p.m., Fairfield County Engineer's Office, 3026 W. Fair Ave., Lancaster (Fix, Levacy)
 - ii. Coshocton Fairfield Licking Perry Solid Waste District (CFLP) Board of Director's Meeting, January 13, 2023, 9:45 a.m., CFLP, 675 Price Rd., Newark
 - iii. Fairfield County Offices will be Closed January 16, 2023, in Observance of the Martin Luther King, Jr. Holiday
 - iv. Land Bank Board Meeting, January 17, 2023, 11:00 a.m. (Davis, Fix, Levacy)
 - v. Revolving Loan Fund Review Committee Meeting, January 17, 2023, 2:00 p.m., Fairfield County Records Center, 138 W. Chestnut St., Lancaster (Fix, Levacy)
 - vi. Lancaster Fairfield County Chamber Connect Meeting, January 18, 2023, 9:00 a.m., Fairfield County Agricultural Center, 831 College Ave., Lancaster
 - vii. Economic Development Strategic Plan Steering Committee Kickoff Meeting, January 24, 2023, 2:00 p.m., Commissioners' Hearing Room, 210 E. Main St., Lancaster
 - viii. Downtown Destination Lancaster/Downtown Lancaster Special Improvement District 2023 Annual Gathering, January 26, 2023, 5:30 p.m., Maria's Mexican Restaurant Ballroom, 129 E. Main St., Lancaster

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AGENDA

BOARD OF COMMISSIONERS

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

County Administrator
Aundrea N. Cordle

Deputy County Administrator
Jeffrey D. Porter

Clerk
Rochelle Menningen

f. Correspondence

- i. Memorandum from the Office of the Ohio Public Defender, Dated December 14, 2022, Regarding Update on the Reimbursement Rate and Amendments to OAC 120-1-06 & 120-1-10
- ii. Furtherance of Justice Fund Report from the County Prosecutor's Office
- iii. Email and Plat from Stephanie Hall, City of Lancaster Law Director and City Prosecutor, Regarding Bowers Memorial Park Deed and Maintenance Agreement with City
- iv. Office of the Auditor, Press Release, January 3, 2023, *Auditor's Office Makes 2022 Board of Revision Files Available for Online Access*
- v. Memorandum from the County Auditor, January 6, 2023, Subjects: Strategic Plan, Table of Organization, Request for Proposals, Proclamation Requests, and Board of Revision
- vi. Op-ed from the County Auditor, Property Owners have a Voice in Board of Revision Process
- vii. Letter from ADAMH Regarding Nominations for the Friend of ADAMH Award
- viii. Fairfield 33 Development Alliance Letter, Dated December 20, 2022, Regarding Community Impact, Marketing, Programming, Initiatives, and Member Investments.
- ix. Fairfield Area Humane Society Letter, Dated December 20, 2022, Regarding Support
- x. Letter from a Resident Regarding Eastern Cottontail Solar Project
- xi. Letter of Resignation from James Mako, Executive Director of the Fairfield County Regional Planning Commission
- xii. Decorative Arts Center of Ohio, Reese-Peters House, Membership Letter and Application
- xiii. Auditors Ledger: News from the County Auditor's Office, December 2022
- xiv. Fairfield County Health Department Quarterly Newsletter, 4th Quarter 2022

6. Old Business

7. New Business

8. Regular (Voting) Meeting

9. Adjourn

SERVE • CONNECT • PROTECT

Quarters 2,3, & 4, 2021 & Quarter 1,2,3 & 4 2022 – American Rescue Plan Fiscal Recovery Funds, as of 12.31.2022.

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$19,686,735.49 has been appropriated, \$10,375,950.14 expended, \$4,852,304.79 encumbered or obligated.

Project/Category		As of 12/31/22 Appropriations	As of 12/31/22 Expenditure	As of 12/31/22 Obligation
Public Health				
R15a	Public Health, PPE	199.90	199.90	0.00
R16a	Public Health, Medical Expenses	206,838.33	206,838.33	0.00
R17a	Public Health, Vaccination Clinic and Related Expenses	78,677.05	66,103.57	4,256.38
R17b	Public Health, Capital Investments and Public Facilities of the County	3,254,524.02	1,639,479.55	1,109,914.91
R17c	Public Health, Capital Investment for Air Quality Improvements	56,674.00	56,674.00	0.00
R17d	Public Health, Capital Investment for Health Equipment, Mobile Morgue	49,498.87	49,498.87	0.00
R17e	Public Health, Capital Investment for Sheriff Cruiser to Respond to Increased Violence	60,565.00	34,973.98	19,277.00
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)	49,825.00	0.00	49,825.00
R19a	Public Safety Payroll Support	1,148,827.28	1,135,582.09	0.00
R19b	Public Health Payroll Support	204,392.13	128,427.24	75,964.89
R19c	Other Public Sector Payroll Support	276,436.34	138,767.33	0.00
R110a	Mental and Behavioral Health	40,018.00	0.00	40,018.00
Subtotal Public Health		5,461,053.86	3,491,122.80	1,299,256.18
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
R211a	Subgrant for Tourism, Support for the Fairfield County Fair	500,000.00	499,996.00	4.00
R211b	Aid to Tourism, Travel, Hospitality	25,000.00	18,278.01	1,369.39
Project/Category		As of 12/31/22 Appropriations	As of 12/31/22 Expenditure	As of 12/31/22 Obligation

Quarters 2,3, & 4, 2021 & Quarter 1,2,3 & 4 2022 – American Rescue Plan Fiscal Recovery Funds, as of 12.31.2022.

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$19,686,735.49 has been appropriated, \$10,375,950.14 expended, \$4,852,304.79 encumbered or obligated.

R29a	Emergency Assistance Business Planning	160,178.00	146,829.87	13,348.13
R213a	Support for Agriculture and the Growing Community	45,000.00	35,000.00	10,000.00
R213b	Technical Assistance for Townships & Others	100,000.00	92,354.84	6,923.16
R213c	Contracts for Services to Support Residents Suffering Effects of the Pandemic	102,000.00	22,540.00	74,160.00
Subtotal Negative Economic Impacts		1,552,178.00	1,434,998.72	105,804.68
R310a	Housing Support, Affordable Housing Strategic Plan	39,554.00	39,554.00	0.00
Subtotal Services Disproportionately Impacted Communities		39,554.00	39,554.00	0.00
Premium Pay				
R41a	Premium Pay, Premium Pay for Emergency Management Agency Workers	27,907.72	27,907.72	0.00
Subtotal Premium Pay		27,907.72	27,907.72	0.00
Infrastructure				
R52a	Clean Water: Centralized Collection and Conveyance, Airport	598,480.00	15,897.14	8,946.86
R56a	Clean Water, Stormwater	539,895.00	139,895.00	400,000.00
R511a	Drinking Water: Transmission/Distribution, Grant Hampton	1,038,515.50	708,012.32	236,092.68
R511b	Drinking Water: Transmission/Distribution, Airport	102,000.00	0.00	0.00
R511c	Drinking Water: Transmission/Distribution, Greenfield	1,900,000.00	0.00	0.00
R516a	Broadband, "Last Mile" Projects	500,000.00	0.00	0.00
R517a	Broadband, Other Projects	49,900.00	18,365.46	27,286.72
Subtotal Infrastructure		4,728,790.50	882,169.92	672,326.26

Project/Category		As of 12/31/22 Appropriations	As of 12/31/22 Expenditure	As of 12/31/22 Obligation
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Quarters 2,3, & 4, 2021 & Quarter 1,2,3 & 4 2022 – American Rescue Plan Fiscal Recovery Funds, as of 12.31.2022.

From the **\$30,606,902.00** received as the first and second tranche of fiscal recovery funds. **\$19,686,735.49** has been appropriated, **\$10,375,950.14** expended, **\$4,852,304.79** encumbered or obligated.

Revenue Loss				
R61a	SaaS and Technological Equipment	370,646.50	72,159.32	298,487.18
R61b	Recorder Document Scanning	400,000.00	85,914.51	314,085.49
R61c	Clerk of Courts Case Management	375,000.00	0.00	375,000.00
R61d	MARCS Tower Project	520,000.00	141,552.50	378,447.50
R61e	Dispatch Consoles	560,000.00	143,110.75	416,889.25
R61f	Fairfield Center Purchase	2,710,804.35	2,708,752.85	0.00
R61g	Fairfield Center Renovation	1,963,530.00	1,100,367.48	792,008.25
R61h	Community School Attendance Program	501,137.00	27,723.75	0.00
R61i	Workforce Center Expansion	0.00	0.00	0.00
R61j	Smart Growth	200,000.00	0.00	200,000.00
Revenue Loss		7,601,117.85	4,279,581.16	2,774,917.67
Administration				
R71a	Administrative Expenses	276,133.56	220,615.82	0.00
Subtotal Administration		276,133.56	220,615.82	0.00
Grand Total		\$19,686,735.49	\$10,375,950.14	\$4,852,304.79

There are multiple projects under review in addition to the projects already approved.

LANCASTER FAIRFIELD COUNTY CHAMBER OF COMMERCE



Start the new year by meeting some of our newest Chamber members on **Wednesday, January 18 at 9 a.m.!**
Registration closes Monday, January 16 at 4 p.m.

[***Sign-up here***](#)

New member speakers:

All-Accessible Sports Complex

Lancaster Port Authority

MOD Pizza

Sage Consulting & Development

Southeastern Ohio Center for Independent Living (SOCIL)

Weimer & Chaney Wealth Management

Location:

Fairfield County Ag Center - 831 College Ave., Lancaster
(OSU Extension/Fairfield County Soil & Water District offices)

Thanks to our Chamber Connect sponsor:

FOLLOW US!

Dear Fairfield County Resident:

Fairfield County has begun the process to prepare an Economic Development Strategic Plan and update its 2018 Comprehensive Land Use Plan in response to expected regional growth pressure triggered by the imminent Intel investment in Licking County.

The county has hired Columbus-based Planning NEXT to work with local communities, county leadership, stakeholders, and the public. As part of the public engagement process, the county is inviting you to participate on the Steering Committee.

The role of the Steering Committee includes:

1. Reviewing and responding to a variety of written material, including the Technical Findings Report, and the draft and final versions of the Economic Development Strategic Plan and 2018 Comprehensive Land Use Plan Update.
2. Providing feedback in response to the public comments gathered at two public meetings, as well as helping to promote those meetings to each member's circle of colleagues, residents, families, and friends.
3. Attending a minimum of three Steering Committee meetings, tentatively scheduled for January, February, and April.
4. Bringing both a broad perspective of Fairfield County, as well as an individual perspective of your community, while ready and willing to actively participate in each committee meeting.

Our kickoff meeting is scheduled for Tuesday January 24, 2023 at 2 PM. This meeting will be held in the Commissioner's Hearing Room (3rd Floor of the Courthouse-210 East Main Street, Lancaster). We request that your jurisdiction appoint an individual to represent your interests and participate on the Steering Committee. Please respond to me via email no later than January 13th.

If you have any questions, I can be reached at 740-652-7110. Thank you in advance for your help with this important project.

Sincerely,

James Mako

James Mako, Executive Director

JOIN US!



2023 ANNUAL GATHERING



[Click Here to purchase your Tickets!](#)

Every year, Destination Downtown Lancaster and The Downtown Special Improvement District look forward to celebrating the prior year's success in our downtown by honoring businesses, strategic partners, and volunteers at our Annual Gathering, with you, our members and property owners.

The Annual Gathering is scheduled for Thursday, January 26th at 5:30pm at Maria's Mexican Restaurant's ballroom. As members of Destination Downtown Lancaster and the Special

Improvement District, we want you to be the first to know that tickets are on sale now.

We'll celebrate all the things we've accomplished in 2022, share our vision for the future of downtown, and present awards to individuals and businesses who have had a great impact on our district. Hors d'oeuvres and a cash bar will be available.

Click the link above for more information and to reserve your spot at the Annual Gathering!

*To apply your member discount to your tickets for the Annual Gathering, please use **the promo code "MEMBER"** when completing your purchase.*



Destination Downtown Lancaster | 109 N. Broad St, Suite 100, Lancaster, OH 43130

[Unsubscribe aundrea.cordle@fairfieldcountyohio.gov](mailto:aundrea.cordle@fairfieldcountyohio.gov)

[Update Profile](#) | [Constant Contact Data Notice](#)

Sent by mckenzie@destinationdowntownlancaster.com powered by





Office of the Ohio Public Defender

Timothy Young, State Public Defender

MEMORANDUM

DATE: December 14, 2022
TO: Appointed Counsel, County Public Defenders, Judges, Court Administrators, Auditors
FROM: State Public Defender Tim Young
RE: Update on the Reimbursement Rate and Amendments to OAC 120-1-06 & 120-1-10

I write today regarding a periodic update on the reimbursement rate as well as amendments to Ohio Administrative Code (OAC) rules – 120-1-06 and 120-1-10.

Reimbursement Rate

As shared in our prior memorandums, Governor DeWine and the Ohio General Assembly allocated approximately \$336 million dollars in the Biennial State Budget to reimburse counties for indigent defense costs for Fiscal Year 2022 and 2023 (July 1, 2021 – June 30, 2023). This level of funding for indigent defense is unprecedented in Ohio. In July 2021, the OPD estimated that the allocated funding would permit the state to reimburse counties at a reimbursement rate approaching 100%, based on projected reimbursement submissions of \$13mil/per month in FY22 and \$13.5mil/per month in FY23. The OPD provided reimbursement at 100% for the entirety of FY22. Though, as shared in our [April 2022 memo](#), county submissions were exceeding projections, which led to the OPD estimating that the reimbursement rate for FY23 would be approximately 90%.

The OPD is committed to keeping all system parties and stakeholders apprised of the reimbursement rate throughout the fiscal year with periodic updates on the total costs submitted and remaining appropriated funds. The OPD will continue to monitor changes to appointed counsel and public defender submissions but taking into account the submissions received thus far during FY23, the OPD continues to project a reimbursement rate of approximately 90% for FY23. This estimate is certainly subject to change based on the respective expenditures and reimbursement submissions from all 88 counties. We will keep you apprised of any updates via future periodic updates.

Ohio Administrative Code Amendments

The amendment to [OAC 120-1-06](#) addresses expenses related to counties renovating building space that is utilized by a public defender office.

The amendments to [OAC 120-1-10](#) change the requirements related to the trial experience for appointed counsel in order to qualify for reimbursement, and also provides a definition on lead counsel, for purposes of this rule.

Most notable among the amendments to OAC 120-1-10 is the following new language included in OAC 120-1-10(E): “Where an attorney within ten years prior to the appointment successfully completed a trial training program, consisting of thirty hours of instruction or more, said training program will satisfy

any requirement in this rule to serve as: (1) Lead counsel in one criminal jury trial; and (2) Lead counsel in one delinquency bench trial.” The OPD encourages appointed counsel and other indigent defense system stakeholders to review OAC 120-1-10 in full for the current standards. The OPD has updated our website to include [quick reference guides](#) for various case types.

Should you have any questions regarding the reimbursement rate or the rule amendments, please contact Laura Austen, Deputy Director of Policy & Outreach at outreach@opd.ohio.gov or 614.466.5394. Thank you.





R. KYLE WITT
FAIRFIELD COUNTY PROSECUTING ATTORNEY

January 3, 2023

Carri L. Brown
Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Re: **Furtherance of Justice Fund Report
dated January 1, 2022 to December 31, 2022**

Dear Auditor Brown:

Pursuant to Ohio Revised Code Section 325.12, enclosed please find an original and one copy of my final Furtherance of Justice Fund Report. Please return a file-stamped copy of the Report to this office for our records.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

R. Kyle Witt
Fairfield County Prosecuting Attorney

✓ Enclosures

cc: Board of County Commissioners



R. KYLE WITT
 FAIRFIELD COUNTY PROSECUTING ATTORNEY


2022 FURTHERANCE OF JUSTICE FUND
- STATEMENT FOR 1/1/2022 TO 12/31/2022 -

State of Ohio
 County of Fairfield, ss:

The undersigned, R. Kyle Witt, Prosecuting Attorney of Fairfield County, Ohio, hereby certifies that the following is an accounting of the deposits and expenses of the Furtherance of Justice Fund pursuant to Section 325.12 of the Ohio Revised Code from January 1, 2022 to December 31, 2022.

1/1/2022	Opening balance	\$ 4,450.97
1/18/2022	Deposit of FOJ Allowance - Fairfield County Auditor	\$ 74,055.50
10/19/2022	Deposit from Ohio Attorney General CAP Funds, reimbursement for Expert Witness fees paid in State of Ohio vs. DeVault, Case No. 21CR15	\$ 2,500.00
Monthly	Interest earned from 12/01/2021 to 11/30/2022	\$ 57.10
		\$ 81,063.57
2022 Expenditures (See Exhibit A Check Registry and Exhibit B Bank Statements attached)		\$ 67,240.61
		\$ 13,822.96

As of 12/31/2022 there is a balance of \$25,199.13 remaining in the Fairfield County Prosecutor's Office Further of Justice Fund which shall be returned to the Treasurer of Fairfield County, Ohio.


 R. Kyle Witt
 Fairfield County Prosecuting Attorney

Sworn to before me and subscribed in my presence this 3 day of January, 2023.



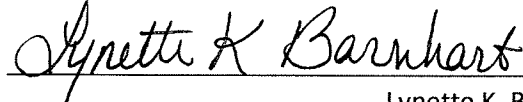

 Lynette K. Barnhart
 Notary Public - State of Ohio
 My commission expires: 06/13/2024

Exhibit A - Quicken Report
 Exhibit B - Fairfield National Bank monthly bank statements

Good Afternoon All,

Please find attached the plat of Bowers Memorial Park. The City annexed in the park itself already, but the County had committed to deeding the leftover Rt 33 right of way parcels that runs along each side of Wilson Road (highlighted) to the City as well since we need to run water and sewer infrastructure through the area for the large industrial development on Whiley Road. The City can execute the Maintenance Agreement tomorrow and I'll forward a copy electronically and the original by mail. We are already preparing to bid the construction projects in this area, so we'd like to get this done as quickly as possible. While we know (and appreciate that) the County is very accommodating, we would prefer to not start construction on property that does not belong to the City. Also, it will be much easier to annex the remainder of the roadway and these parcels once they are deeded to the City. Since we're on a deadline, I intend to introduce legislation at the next City Council meeting on January 9, 2023, to accept these two parcels. That way, the City will be ready for the conveyance as soon as the Board of County Commissioners is prepared to proceed. Please let me know if you have any additional questions or concerns. Thank you!

Sincerely,
Stephanie L. Hall, Law Director & City Prosecutor
City of Lancaster Law Director & City Prosecutor's Office

Confidentiality Notice: This email message is intended by the Law Director's Office for use only by the individual or entity to which it is addressed. This message may contain information that is privileged or confidential. It is not intended for transmission to, or receipt by, anyone other than the named addressee(s). If you have received this transmission in error, please delete it from your system without copying or forwarding it, and notify the sender of the error by reply email or by calling 740.687.6616 x 3016. Thank you!

**DESCRIPTION of 20.462 ACRES
to be ANNEXED**

Situated in the State of Ohio, County of Fairfield, Township of Greenfield, Township 15, Range 19, Section 33, northwest quarter.

Being part of the 20.611 acres described in a deed to the City of Lancaster as recorded in Official Record 1797, Page 1546, and being more fully described as follows:

Beginning for reference at a point in Wilson Road at the southeast corner of a 1.675 acre tract described in Official Record 1442, Page 391, said point is located South 86°06'49" East a distance of 1078.92 feet from the southwest corner of the northwest quarter of Section 33;

thence with a line of said 20.611 acres North 03°53'11" East a distance of 16.50 feet to the north right of way line of Wilson Road and the TRUE POINT OF BEGINNING;

thence North 03°53'11" East a distance of 45.50 feet to a 3/4 inch rebar found at the northeast corner of said 1.675 acre tract;

thence with a line of the 1.675 acre tract North 79°34'45" West a distance of 434.69 feet to a 5/8 inch rebar previously set;

thence North 15°30'34" East a distance of 338.07 feet to a 5/8 inch rebar previously set;

thence North 45°47'57" East a distance of 309.30 feet to a 5/8 inch rebar previously set;

thence North 57°09'15" East a distance of 287.52 feet to a 5/8 inch rebar previously set;

thence North 66°14'06" East a distance of 180.53 feet to a 5/8 inch rebar previously set;

thence North 49°52'58" East a distance of 128.96 feet to a 5/8 inch rebar previously set;

thence North 61°07'08" East a distance of 517.65 feet to a 5/8 inch rebar previously set;

thence North 81°41'24" East a distance of 86.89 feet to a 5/8 inch rebar previously set at the northeast corner of said 20.611 acres;

thence with the existing City of Lancaster corporation line South 04°03'58" West a distance of 831.80 feet to a 1/2 inch rebar found at the northeast corner of the 5 acre tract described in Official Record 1516, Page 171;

thence North 86°09'47" West a distance of 450.00 feet to a 1/2 inch rebar found at the northwest corner of said 5 acre tract;

thence South 04°03'58" West, passing a 1/2 inch rebar found at 454.25 feet a distance of 467.50 feet to a point on the north right of way line of Wilson Road;

thence with said right of way line North 86°10'46" West a distance of 392.09 feet to the TRUE POINT OF BEGINNING, Containing **20.462 Acres**.

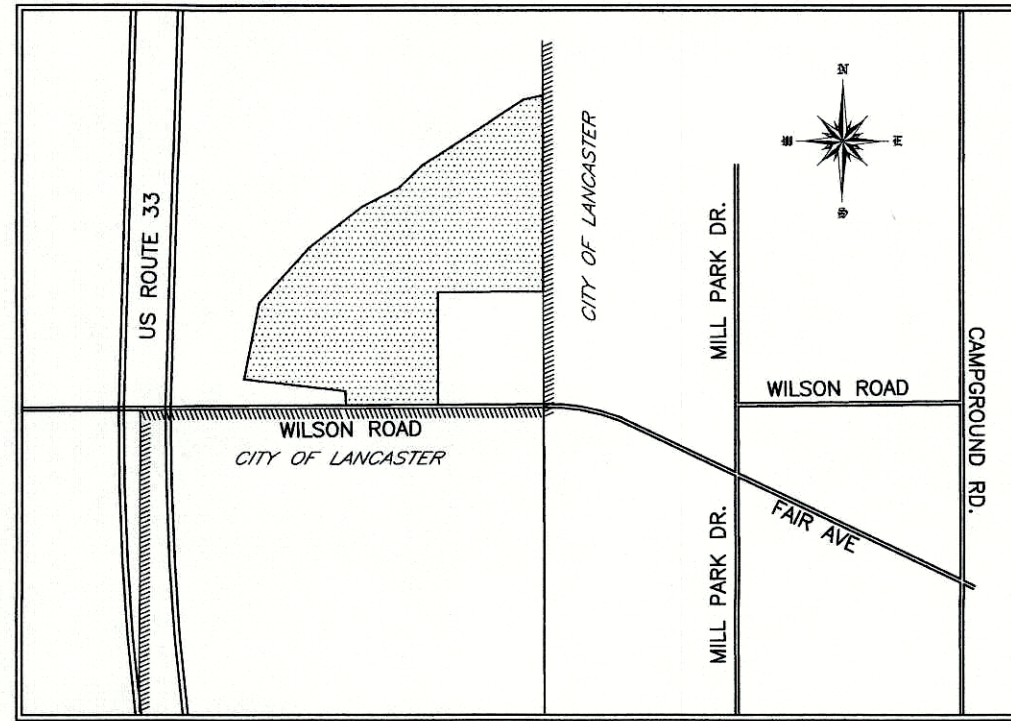
Bearings are based on the ODOT right-of-way plan FAI-33-7.31. Rebars set and previously set are 5/8 inch by 30 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description.

This description is based on a survey made in October of 2021 by Tobin-McFarland Surveying, Inc., and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

The territory to be annexed has a total perimeter boundary of 4470.50 feet, a minimum of which 831.80 feet (18.6%) is contiguous to the City of Lancaster's existing corporation line.

LEGEND

- 5/8"X 30" rebar previously set with a "Tobin-McFarland" ID cap.
- ⊙ Rebar found, size labeled
- ⊗ 3/4 inch rebar with ODOT cap found
- Existing Corporation Line

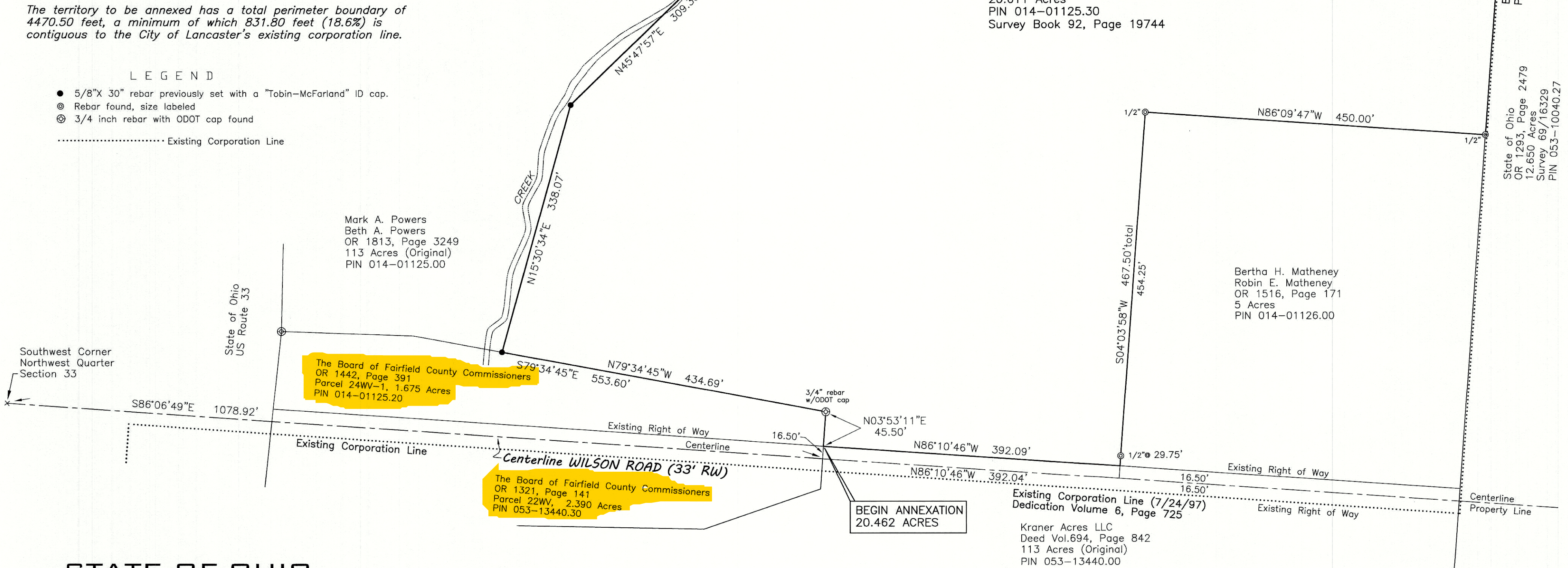


VICINITY MAP

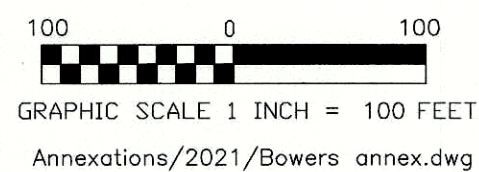
**PLAT OF TERRITORY
FOR ANNEXATION TO
THE CITY OF LANCASTER**

BOWERS MEMORIAL PARK

City of Lancaster
OR 1797, Page 1546
20.611 Acres
PIN 014-01125.30
Survey Book 92, Page 19744



**STATE OF OHIO
GREENFIELD TOWNSHIP
TOWNSHIP 15, RANGE 19
SECTION 33
NORTHWEST QUARTER**



BY: *Rodney McFarland* 11/4/21
Registered Surveyor No.6416 Date
Date of Plat: November 4, 2021

TOBIN-McFARLAND SURVEYING INC.
111 West Wheeling Street
Lancaster, Ohio 43130
Ph. 740-687-1710 Fax 740-687-0877

Lancaster Port Authority
Instrument 202000025607
43,056 Acres
PIN 053-10040.03
Survey 95/20099

Existing Corporation Line
Plat Book 9, Page 97 (08/26/1969)

State of Ohio
OR 1293, Page 2479
12.650 Acres
Survey 69/16329
PIN 053-10040.27

Bertha H. Matheny
Robin E. Matheny
OR 1516, Page 171
5 Acres
PIN 014-01126.00

Kraner Acres LLC
Deed Vol.694, Page 842
113 Acres (Original)
PIN 053-13440.00

1/2" 29.75'
S04°03'58"W 467.50' total
454.25'

Centerline
Property Line



FOR IMMEDIATE RELEASE

Tuesday, January 3, 2023

Auditor's Office Makes 2022 Board of Revision Files Available for Online Access

Lancaster, Ohio – The Fairfield County Auditor's Office has made all 2022 Board of Revision files available online. This is an effort to maintain transparency and provide an efficient way to answer public records requests.

Due to recent changes in the law resulting from HB 126, the Fairfield County Auditor's Office has created this new access to help address an anticipated increase in the number of public records requests. A self-service page houses a collection of all Board of Revision public record documents including complaints, counter complaints, exhibits, and evidence received by the Fairfield County Board of Revision from December 1, 2022, to the present date. The data is updated with newly-received documentation approximately every 24 hours.

Dr. Carri Brown, County Auditor, stated "We in the County Auditor's Office are ready to meet public requests for information using our dedication to technology and customer service. In addition, the new access for Board of Revision complaints helps to maintain internal records in an organized manner."

The files can be accessed here: <https://www.co.fairfield.oh.us/auditor/BOR/>.

Please note, as of the date of this release, no Board of Revision complaints have been filed. The deadline for complaints to be received by the office is March 31, 2023.

Questions regarding the Board of Revision can be directed to boardofrevision@fairfieldcountyohio.gov or (740) 652-7030.

###

To: Fairfield County Commissioners & Staff
From: Dr. Carri Brown, County Auditor
Date: January 6, 2023
Subjects: Strategic Plan, Table of Organization, Request for Proposals, Requests, & Board of Revision

Strategic Plan Update – 2023

We in the County Auditor's Office are starting 2023 out strong! We held a planning retreat on January 5. For the long-term, we are focusing on technology and communication projects, such as making Board of Revision data available in a self-service environment and organizing tools to support local school districts. We are dedicated to transparency in processes.

We are also focusing on improvements in internal operations, including the presentation of the federal schedule for which information is received from all departments and agencies. There are several updates to communication strategies and multiple planned presentations for 2023. "Inreach" and outreach are common to the additional strategic activities, as are supervisory support and retention goals. The strategies continue to be aligned with the countywide plan. **You can review the updated plan at the County Auditor's webpage.** It will continue to be updated on a regular basis.

Table of Organization

The table of organization for the County Auditor has been updated and provided to HR. For 2023, Angel Horn will supervise the Settlements and Administration area, and Josh Van Dyke will serve as an Analyst, allowing for more efficiencies. Martha Scott will continue to serve as a temporary worker, and she does plan to become a permanent Settlements and Administration Clerk in 2023. We congratulate Christina Wetzel on her promotion to Fixed Asset/Financial Reporting Specialist; her promotion created a payroll specialist vacancy. We continue to celebrate the promotions of Chris Wagner (Financial Systems Director) and Angel Horn (Financial Systems Manager), as well as the January retirement of David Miller (former Financial Systems Director).

Request for Proposals

In the first quarter of 2023, **the County Auditor will be issuing a request for proposals for a real estate assessment contract for professional services for the sexennial update to property values.** Fairfield County's sexennial update will be in 2025.

Proclamation Requests

As we reviewed the planning calendars associated with the strategic plan, we affirmed the desire to request proclamations to honor financial officers and appraisers. We would like to add an additional request for a proclamation for March 24 to be named Mary Ann Murphy day given her connection to Fairfield County and her work with Ohio University Lancaster and the Women's Leadership Summit. The City of Lancaster and others are issuing similar proclamations. **Drafts will be provided** to the Commissioners' team.

Board of Revision Informational Article

We have communicated about the option for filing complaints to the Board of Revision. A complaint for the current tax year must be received by the County Auditor on or before **March 31 of the following tax year.** A counter-complaint must be filed within 30 days after receipt of notice. **Please see the attached informational article about the Board of Revision.**

Property Owners Have A Voice in Board of Revision Process

Property tax rates in Ohio include *two parts*. There is inside millage (assigned by the State) of ten mills which are divided among local governments. (As used in reference to property tax, 1 mill is equal to \$1 in property tax levied per \$1,000 of a property's assessed value.) The second part is outside millage, or levies that are voted. "Outside" millage is requested by a local government (such as a city, village, or township), school districts, or the county (mostly on behalf of various public entities for things like senior services, social services, mental health services, parks, or protective services.) **A simple majority of yes votes is required to pass a levy for this outside millage, which comprises the *majority of the property tax levied overall*.**

Property taxes are known as *ad valorem* taxes, or taxes based on the assessed values of property. Property *values* are set every three years by order of the State Tax Commissioner with a full mass appraisal every six years. By Ohio law, values are set to the current market value. **Recent sales of comparable property are used to inform the determination of current market value.** Values are reviewed by the State Department of Taxation and are subsequently approved by the State.

Property owners have the right to challenge property values informally during the update process. In fact, multiple informal hearings were held in Fairfield County over the past year. Property owners also have a formal avenue to contest values. They can file a complaint with the Board of Revision (BOR), a quasi-judicial, three-member board made up of the County Auditor, County Treasurer and the President of the Board of County Commissioners. **By Ohio law, it is up to owners to present evidence supporting their opinion of value as of the tax lien date. (In this case the tax lien date is January 1, 2022.)** For example, that evidence might be an appraisal by a certified appraiser, documentation of recent sales of similar properties in the same neighborhood, or documentation of delayed maintenance or damage to a property. **Decisions of the BOR can be appealed by property owners to the Court of Common Pleas or the State Board of Tax Appeals.**

The deadline for filing a complaint with the BOR is March 31, 2023, for property values set as of January 1, 2022. (Taxes due relative to 2022 property values are collected in 2023). **There are standard, good reasons to file a complaint, such as:**

- The property has had documented damage in the last three years.
- The property has been sold on the open market (with an arms-length transaction) recently for an amount different than the value set by the county.
- An appraisal has been completed by a certified appraiser that shows a value different than the value set by the county.
- Similar properties in the same neighborhood have recently *sold* for prices which differ from the property valuation at issue.

Arguments that cannot be accepted to show fair market value include:

- While arguments based on *recent sales* of similar properties can be accepted, arguments based on *valuations* of other properties cannot be accepted.
- It is important to keep in mind that the *property valuation*, not the amount of taxes owed, is the subject of the complaint.

If you have any questions about the process for the Board of Revision, please call *the Auditor's Office at (740) 652-7030, during the week from 8 am – 4 pm.*



We are now taking nominations for the Friend of ADAMH Award, and we could really use your help to identify deserving persons, groups, agencies, or organizations in the community who have demonstrated a commitment to the Fairfield County Alcohol, Drug Addiction and Mental Health (ADAMH) Board. Award Details and the Nomination Form is found on BoardDocs. [Award Details and Nomination Form](#). Please return all forms by January 27, 2023.

Please share this email with your family, friends, and colleagues. Thank you!

A handwritten signature in black ink that reads "Marcy Fields". The signature is written in a cursive, flowing style.

Marcy Fields, LISW-S
Executive Director
Fairfield County ADAMH Board

December 20, 2022

Fairfield County
Attn: Commissioner Levacy
210 E. Main Street
Lancaster, OH 43130

Mr. Levacy,

The Fairfield 33 Development Alliance continues to make a positive impact in our County. Member investments allow for the development of workforce programming and marketing efforts of the region. One example is the Fairfield County Workforce Center in Carroll, Ohio. It has received state-wide recognition from leaders throughout the state for its ability to collaborate with businesses, educators, students, parents, and job seekers, and is becoming a model for other communities. The workforce center follows a business-first training program, listening to local companies about what skills are needed to fill in-demand jobs. The 33 Alliance helps fund marketing, supplies, and some meals for the students. The 33 Alliance has also provided matching funds to the schools to provide Career Navigators to help students find local careers. During the 2021-22 school year, there were 45 students who completed a pre-apprenticeship or phlebotomy program at the Workforce Center and 269 students who completed the Career Readiness Endorsement.

Six local school districts participated in Career Readiness programs, and there were pre-apprenticeship programs in Carpentry, Electrical, HVAC, and Wastewater fields. Collaboration with higher education partners like Ohio University and Hocking College have resulted in students and job-seekers receiving on-the-job skills training and job placement opportunities.

Your investment also helps market the region to companies and site selectors looking to expand into the region. The creation of the Fairfield33jobs.com website, social media campaigns, digital and print marketing, and in-person events are some of the efforts the Fairfield 33 Development Alliance has utilized to promote in-demand jobs in Fairfield County.

Fairfield County is the fourth fastest growing county in the state, and we've seen employers continue to make significant investments in our community. Magna International, Chiyoda Integre, and Cirba (formerly Retrieval Technologies) have all made recent announcements towards business expansion and growth.

As we look ahead to next year, we will continue to market the Rt. 33 corridor and all of Fairfield County as a place to relocate or expand business. We will continue to work with local companies to help fill their jobs and we will work with our local economic development partners to make sure there are building sites available as developers and businesses look to grow.

Your continued investment in these important initiatives is greatly appreciated, and we look forward to partnering with you for continued economic growth and successes of the region.

Sincerely,



Rick Szabrak
Executive Director



Laura Tussing
Chairperson



December 20, 2022

Fairfield County Commissioners
Attention: Aundrea Cordle
210 E. Main Street, Room 302
Lancaster, Oh 43130

Dear Commissioners,

I am writing in regards to our annual Humane Officer and Trap-Neuter-Return allocations. The Fairfield Area Humane Society would like to thank you for your continued support of our organization as we continue to help the residents and animals of Fairfield County. I am respectfully requesting an increase of our Humane Officer stipend from \$7,500 to \$12,500. I am asking for this change to help offset the increasing costs of this service to the Humane Society. I am also requesting an increase from \$10,000 to \$12,500 for our cat Trap-Neuter-Return program. We started this program in 2021 in the City of Lancaster and, with your support, expanded to all of Fairfield County for 2022. I am very happy to report that the demand for this program was great and the success was even better with over 700 cats fixed, more than 400 of those being in the County outside of Lancaster city limits! At a supporting cost of \$30 per cat, and a continued need for this program, I am hopeful you will also see the need for the increase request. Please feel free to contact me to discuss these change requests. Again, thank you for your time and continued support.

Sincerely,

Corey Schoonover
Executive Director

December 17, 2022

Subject: Eastern Cottontail Solar, Fairfield County, Ohio

Dear Fairfield County Commissions

As a resident of Fairfield County, I am writing to convey my support of the Eastern Cottontail Solar Project and to encourage you, as a Commissioner to support this Project and to provide a letter of support to the Ohio Power Siting Board (OPSB).

This project is very important to me and my family. We purchased our farm over 51 years ago and have added to it accumulating to 121 acres. Since I retired a few years ago, I have been searching for a supplemental source of income for my retirement as well as providing a financial legacy for my three children and eight grandchildren without seeing the farm developed for non-agriculture permanent uses. The solar option provides that option.

I had been researching utility-size solar for quite some time. I have talked to numerous persons that have experience with such projects in Ohio and North Carolina (where the same project developer had developed and constructed several solar projects) including: farmers, agriculture specialists, and attorneys. In addition, I have visited several solar projects in Ohio that are in operation to learn as much as possible. Ohio net imports over 25% of its electricity and its necessary to diversify our energy mix especially with the movement away from the use of fossil fuels. Concerns have been expressed that some areas of our nation could experience rolling blackouts soon as a result. Besides the supplemental income and preserving the land for future generations there are several other pros. A few would include millions of dollars of property taxes paid from generated income on solar farms for our community including schools, services and other public works. Also property values of close neighbors should not be hurt nor would the environment.

As with many new project developments there are cons brought up and utility-scale solar is no exception. Back in the mid to late 1970 the limited supply of gasoline was causing rationing in several parts of our nation. Significant efforts took place to build ethanol production facilities around our nation in order to extend our gasoline fuel supply. During the initial stages there were numerous cons raised including the impact of using a relatively significant portion of our field corn production for ethanol, which could adversely limit the availability for other important products made from corn for human consumption. Today, around 45% of our corn production goes into making ethanol since 98% of gasoline fuel includes ethanol. Land that is used to grow corn for ethanol production can also be used to create clean electricity. Genetic advances have and should continue enabling us to increase crop production per acre on our farms to meet increasing demands. Also, it is estimated that the total land that might be devoted to solar in Fairfield County would only amount to around one percent of tillable acres.


Damaging our drainage systems during construction has been voiced as a con. Most farmers have a pretty good understanding of what and where their subsurface drainage exists on their property, especially when they have been maintaining it over the years. The project developer has requested available drainage plans (including those developed by the local Soil and Water Conservation Office) and information from those who have entered into a lease. Grass seeding will be required to help alleviate surface erosion. A member of the OPSB has advised me that the Board looks closely at how the project developer assures that the drainage systems will be

repaired where damage occurs. If damage is not discovered during construction, it no doubt will become obvious a relatively short time later.

Decommissioning at the end of useful/economic project life is another con that usually is raised. This matter the land owner's attorney can address to protect the property owner via the covenants in the lease. The decommissioning cost (per an Ohio licensed engineer) must be backed up by cash held in escrow or a letter of credit as addressed in the lease agreement. An OPSB member has advised me that the Board is quite particular that the plan must be complete and assure that the property could be returned to agriculture production. There has been concern as to the recycling of the solar panels as part of decommissioning. Currently there are a few companies around the nation, which recycle panels. By the time large volumes of panels nationwide are to be recycled no doubt there will be more companies evolve in order to handle increasing demand .

Based upon my research and evaluation of the pros and cons my wife and I have entered into a lease agreement for the development and operation of a solar project on a large portion of our farm. We respectfully request that you support the development, construction, and operation of Eastern Cottontail Solar to provide clean, reliable energy in Fairfield County, OH. If you have questions, please feel free to contact me at 740-503-4624.

Sincerely,


Allen Turnbull

4495 Canal Road NE
Pleasantville, OH 43148



138 West Chestnut Street
Lancaster, OH 43130
www.co.fairfield.oh.us/rpc
(740)-652-7110

January 9, 2023

Jennifer Morgan, President
Fairfield County Regional Planning Commission
138 West Chestnut Street
Lancaster, OH 43130

Dear Jennifer:

It has been a pleasure serving the Regional Planning Commission over the past 17 years with the last two plus years as the director. However, I am resigning from my position as the Executive Director of the Fairfield County Regional Planning Commission, effective Friday, January 20, 2023.

The RPC has enabled me to grow as a planner, and I have gained valuable leadership skills as the director. I am confident that the RPC will continue to be successful under your leadership as the President. I wish the RPC and its member communities all the best in the years to come.

Sincerely,

A handwritten signature in blue ink that reads "James Mako".

James C. Mako

James Mako
Executive Director

email: rpc@fairfieldcountyohio.gov

DECORATIVE ARTS CENTER OF OHIO

Reese-Peters House



“Art enables us to find ourselves and lose ourselves at the same time.”

- Thomas Merton

Dear Friends,

What an exciting time to be a member of the Decorative Arts Center of Ohio! 2022 has been a year full of creativity, inspiration, discovery and fun, and 2023 looks to be even better! This last year saw seven unique, world-class exhibits on display in our galleries, over 1,000 students in more than 150 classes, and many improvements to the Reese-Peters House and grounds, including the completion of our generational historically accurate landscaping project.

Our aim is always to inspire creativity, wonder, and joy, and to benefit our community in a variety of ways. As patrons and supporters of DACO, you have been integral to helping us accomplish these goals and realize our vision of enriching the human experience through the arts with inspiration, passion, and imagination. We are gratified by your support and belief in the power of the arts.

As a free-admission arts institution, we are dependent on you, our members and donors, so that we may continue to operate, serve, teach, and thrive. We are constantly looking for ways to maximize the organization’s community impact and have increased our offerings over the past couple of years with your support. As part of our recent strategic plan roll-out, we have undergone a yearlong review of our membership program in an effort to enhance the value you receive from it, while at the same time making sure DACO can continue to meet our mission in service to the community. As a result, we have restructured our membership program with updated levels, pricing, and benefits, for the first time in nearly 10 years.

As a reminder, unlike other non-profit institutions, we do not currently conduct a separate Annual Fund campaign as part of our fundraising program in order to reduce the number of times we come back to our community for funding. We believe our membership program can serve that purpose. To that end, your support through our membership program is vital in the creation of our exhibits, in the continued care and preservation of the historic Reese-Peters House, and our ability to provide quality art education to the community.

145 East Main Street
Lancaster, Ohio 43130
(740) 681-1423
Fax (740) 681-2713
www.decartsohio.org



Membership is an easy way to show your support. Every member is an important part of our mission and every level of giving contributes to our success. Please consider giving at the highest level you are able. These contributions will help DACO sustain our excellence in the coming year. Your membership entitles you to exclusive previews and receptions, both virtual and in person; Museum Shop discounts; and discounted rates for our classes, lectures, workshops, programs and special events. In addition, those at the Reciprocal level (\$100) or above receive access to the Ohio Reciprocal Museum Program and the Time Travelers Network, both of which provide free admission and other benefits to other museums around the state of Ohio and across the country. More information about this benefit can be found on the membership page of our website.

Join or renew your membership online at decartsohio.org, by mail or phone, or swing by and give us a visit. 2023 is shaping up to be another incredible year full of world-class exhibits, engaging programs, inspiring classes, and exciting community partnerships. We invite you to take full advantage of your membership benefits and all we have to offer. Come and experience this very special place that *belongs to you*, and every member of our community.

Please review the enclosed membership brochure for details about our many Giving Levels and options. All gifts help bring our exhibits, events, and programming to life. And, if you can't give this year, we hope you will still visit our upcoming exhibitions and programs and stay connected with us in whatever ways you are able.

Thank you for your support. We have much great work to do together!

In gratitude,

Liz Fox
Membership Chair

Sarah Stoughton
Membership Co-Chair

MEMBER APPLICATION

Apply at www.decartsohio.org,
by phone (740.681.1423) or by mailing
this form with a check made payable to
the *Decorative Arts Center of Ohio*.



New Member Renewing Member Gift Membership

NAME(S)

CHILDREN'S NAME(S)

ADDRESS

CITY / STATE / ZIP

EMAIL

PHONE

General Memberships:

- Individual\$50
- Student (*under 18 or those with valid student ID*).....\$18
- Senior (55+).....\$30
- Senior Couple\$50
- Family.....\$75
- Reciprocal.....\$100

Annual Giving Memberships:

- Saylor\$250
- Wendel\$500
- Peters\$1000
- Rising\$2500
- Reese.....\$5000



The Decorative Arts Center of Ohio is a nationally acclaimed museum nestled right here in our Lancaster community – recently receiving the Ohio Museums Association’s Annual Award of Achievement for the *Distinctly Paramount* exhibition.



DECORATIVE ARTS CENTER OF OHIO REESE-PETERS HOUSE



145 East Main Street
Lancaster, Ohio 43130

740.681.1423

www.decartsohio.org



MEMBER BENEFITS

All DACO memberships include exclusive exhibition previews and receptions, a 10% discount and special sales in the Museum Shop, our monthly e-newsletter, and an exclusive early bird registration window for our most popular events.

Members also receive discounted rates on:

CLASSES & WORKSHOPS

Our expanding slate of offerings include painting, sewing, paper craft, fiber arts, ceramics, photography, and our ever-popular watercolor series.

LECTURES & PROGRAMS

We offer the opportunity to hear from artists, authors, and experts on topics related to our exhibitions as well as broader art and history themes. These include our community-favorite holiday programs.

SPECIAL EVENTS

Enjoy special access to exciting events such as our fashion show, exhibition receptions, film screenings, community partnerships, and more!

LEVELS OF MEMBERSHIP

INDIVIDUAL • \$50

STUDENT • \$18

Students under age 18 or those with valid student ID

SENIOR • \$30

SENIOR COUPLE • \$50

FAMILY • \$75

2 adults and all children or grandchildren under age 18

RECIPROCAL • \$100

Reciprocal members receive access to the *Ohio Reciprocal Museum Program* and *Time Travelers Network*. Membership covers up to 2 named adults and 2 named children.

Your membership contribution provides critical operating dollars, helps to keep admission free for all, sustains the museum's arts and community programming, helps preserve the historic Reese-Peters House and grounds, and helps DACO better serve *all* members of this amazing community.

ANNUAL GIVING

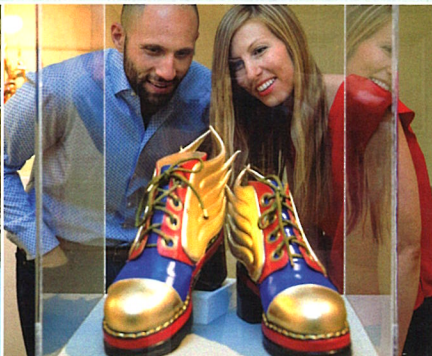
What is annual giving?

Annual giving is your commitment to the Decorative Arts Center of Ohio on a yearly basis. Through this annual gift, you continue to show your support for DACO and its staff to share the mission of their organization within our community for years to come. Your annual gift will assist DACO in a variety of ways—from exhibitions and programming to art classes for our community and the maintenance and preservation of the historic Reese-Peters House. Your commitment to DACO is a commitment to arts and culture in our community both now and in the future.

What does your annual gift mean for DACO?

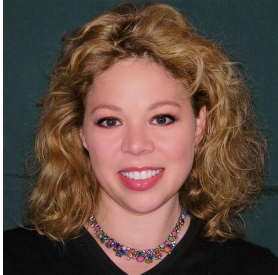
The pillars of DACO's mission are simple, and here's how your annual donation will allow us to continue that mission:

- **Engage our community**—by allowing us to continue to offer innovative and stimulating exhibitions to those in our county, state and beyond.
- **Deliver an arts education**—that cultivates creativity and imagination for those with an interest in the arts.
- **Preserve and showcase**—the beautiful and historic property that is the foundation of our museum.



AUDITOR'S LEDGER:

News from the County Auditor's Office



From the Desk of County Auditor Carri Brown

The holidays are upon us and we at the Auditor's Office would like to officially wish each of you a joyous and peaceful season. It has been a true pleasure to serve the citizens of Fairfield County this year, and we look forward to continuing this important work in 2023!

In this edition of *Auditor's Ledger*, we send a fond farewell to David Miller, our Financial Services Director who will be retiring in January. We also share information about our virtual dog show and dog tag licensing, which will take place through Jan. 31. You will find information about Appraiser Appreciation Day, the National Association of Counties' High Performance Leadership Academy, and more. Finally, don't miss the spotlight on our Communications Officer, Rachel Elsea, who was featured in a recent Lancaster Eagle Gazette article.

If you missed a previous issue of our newsletter, you will find all of them posted online. We encourage you to visit our websites for ongoing updates and important information:

- [General County Auditor Information](#)
- [Real Estate Assessment Information](#)

I leave you with this festive photo of the Auditor's Office staff, which demonstrates our commitment to giving everything we do - including National Ugly Sweater Day - our best effort!

Happy Holidays!!



Kindest regards,

Carri L. Brown

Carri Brown, PhD, MBA, CGFM
County Auditor

News From the Auditor's Office

By the Numbers

The Auditor's Office is pleased to announce we are the **first office in the nation** to have 100% of our team graduate from the National Association of Counties' High Performance Leadership Academy! More information on this program can be found [here](#).



Appraiser Appreciation Day - Jan. 7

We will be honoring our appraisers, and all appraisers throughout the community, on Jan. 7. Thank you to the Commissioners for passing a proclamation recognizing the appraisers' important work and contributions to the Auditor's Office and our community.



Farewell to David Miller

David Miller, Financial Systems Director, will be retiring in January. His service to Fairfield County is greatly appreciated. We will miss David, but wish him well in his much deserved retirement!



Beery House (108 North High Street) Timeline



Community Connections

Don't Forget – It's Dog Tag Licensing Season



Did you know the State of Ohio requires all dogs over the age of three months to be licensed? The Auditor's Office will be selling dog tags from December 1, 2022 through January 31, 2023. Dog tags also serve an important role in helping return lost dogs to their homes and rightful owners. Tags can be purchased for one year, three years, or the lifetime of the dog by visiting the Auditor's Office or online through our [website](#). There are also several satellite locations, that sell one-year licenses. More information can be found [here](#).

Virtual Dog Show

In celebration of all the K9s in Fairfield County, submit a photo of your fur baby or angel fur baby for our virtual dog show! The virtual dog show will run now through January 31, 2023. All the adorable submissions can be viewed [here](#).

Submissions for the virtual dog show can be emailed to rachel.elsea@fairfieldcountyohio.gov. Submissions can also be mailed to or dropped off to the Fairfield County Auditor's Office, 210 East Main Street, 2nd Floor, Room 206 Lancaster, Ohio 43130.



Get to Know Our Team

Rachel Elsea, Communications Officer

Rachel Elsea, our Communications Officer, was recently featured in the [Lancaster Eagle Gazette](#). She shared a family recipe that has been passed down from her grandmother and is a staple at all family holiday gatherings.



Congratulations Peyton, Barrel Race Champion!

Congratulations to Curt Truax's daughter, Peyton, on finishing first place in the third division of the National Barrel Horse Association. Curt is a member of our GIS Department.



Photo by Puhl's Photography

Resources



Follow Your Auditor's Office On
Social Media!

Do you follow us on social media? Stay up-to-date with the latest happenings from your Auditor's Office!

- [LinkedIn](#)
- [Facebook](#)
- [Instagram](#)
- [Twitter](#)
- [YouTube](#)



Public Records Requests

The mode, median, and average response time for public records requests to the County Auditor's Office is one day. If you have a request, please contact Rachel Elsea at rachel.elsea@fairfieldcountyohio.gov.

Frequently Used Forms

Most of the County Auditor forms can be found on our website. Special thanks go out to Angel Horn, Deputy Auditor, for updating our vendor forms.

[Search Forms](#)

January Dates of Interest

- January 2** – Closed in honor of New Year's Day
- January 7** – National Appraisers Appreciation Day
- January 9** – Board of Revision Reorganization Meeting (108 North High Street, Lancaster)
- January 9** - Law Enforcement Appreciation Day
- January 16** – Closed in honor of Martin Luther King, Jr. Day
- January 31** – Dog Tag Licensing Season Ends

In the Next Newsletter...

Highlights from the 2023 Staff Retreat

Coming in 2023!

The REA Building at 108 North High Street will be on the Heritage Tour June 23-24, 2023.



Your Health Department



Fairfield County
**Health
Department**

-- Health Matters --

A quarterly newsletter from the Fairfield County Health Department

From the Commissioner...



As we reach the end of 2022 we take time to look back at the past year's accomplishments and challenges, and we look forward to 2023 and make plans to improve public health in the coming years.

Like most employers, FCHD has faced challenges in attracting and retaining staff. We have been able to keep staffing at a level where services were not impacted and we've actually grown. We have increased our community outreach efforts and reinvested in public health education by re-establishing our health promotion division.

FCHD continued to provide COVID-19 vaccinations throughout the past year, with vaccines now available for everyone 6 months of age and older. We also

worked to restore our childhood immunizations and adult influenza vaccination programs. Our public health nurses visited worksites, community centers, fire departments, health fairs, and more, to provide flu and COVID-19 vaccinations throughout our community. The Environmental Health team worked with residents, communities, and business owners to ensure that the places we live, work, eat, and play are safe and healthy and our planning and performance staff has ensured that we, as a team, are current and up-to-date on

trainings and continuous quality improvement measures so that we can assure, you, our community that we're providing the highest level of service.

As we look to 2023, we will continue to build services and programs, improve quality, and move away from our pandemic response roles. Our emphasis will remain to provide our residents with the information that they need to make informed decisions about their health, to remove barriers that may prevent someone from achieving optimal health, and to promote healthy lifestyles, prevent disease, and protect the environment in Fairfield County.

Joe Ebel, MBA, MS, REHS was named Commissioner of the Fairfield County Health Department in April 2021. Joe is a registered environmental health specialist and has a bachelor's degree in geology and master's degrees in environmental management and business administration.

The Weather Outside Could Be Frightful... If You're Not Prepared

EMERGENCY PREPAREDNESS KITS

To ensure you're prepared for anything, here are some items we encourage you to have in your home and vehicle.

ITEMS FOR YOUR HOME:

- Blankets
- Flashlights
- First Aid Kit
- Batteries
- Battery-operated radio
- Warm clothing



*Written by Baylie Blevins, BA
Planning & Performance Supervisor*

"Oh the weather outside is frightful," begins a familiar holiday tune. Before that frightful weather hits, make sure you're prepared for a winter health emergency.

- Non-perishable foods
- Bottled Water

ITEMS FOR YOUR VEHICLE:

- Shovel
- Cell Phone Charger
- Batteries
- Windshield Scraper
- Flashlight
- Water
- Snack Food
- Extra hats, gloves
- Blankets
- Chains or ropes
- Tire chains
- Road salt
- Compressed air (tire repair)
- Jumper Cables
- Brightly colored flags or cloth
- First Aid Kit
- Tool kit
- Paper Towels
- Waterproof matches
- Emergency flares

When there is a winter storm and you need to stay indoors, you may still face indoor hazards. If your heat goes out, according to the Centers for Disease Control and Prevention, exposure to cold temperatures, either inside or outside, can cause serious life-threatening health problems including frostbite, hypothermia, and even death.

To ensure you and your family are safe, know what to do if a cold weather-related health emergency occurs. If your home loses power over several hours - you may have to use space heaters or fireplaces to try to stay warm, which increases the risk of fires as well as carbon monoxide poisoning. Remember never to use a generator in your home, inside the garage, or near the air intake of your home because there's the risk of carbon monoxide poisoning there too. To be safe be sure you have a working fire extinguisher, as well as a carbon monoxide and smoke detector in your home. When your home gets very cold, remember to leave your water taps slightly open so they drip continuously. If your pipes do freeze, or if they have broken, don't risk getting sick. Use bottled water for drinking and make sure you have a fully stocked emergency kit for your house and in your vehicle.

Before driving in extreme cold or wintery weather, make sure your car has been serviced and weatherized. Try to keep your gas tank at full. Also, make sure your anti-freeze and winter windshield washer fluid are topped off, and don't forget about your tire pressure - make sure they're set to factory standards. Check your heater, defrost, battery, and emergency, hazard, and brake lights to ensure they're in tip-top shape.

Taking the necessary steps now and preparing for a winter storm before it hits is the best way to keep yourself and your loved ones safe this winter.

[click here for more information](#)

4 Easy Reminders to Celebrate the Holidays Safely



*Written by Rachel Moresea, REHS
Director of Environmental Health*

Over the last few years the holidays have been filled with warnings about COVID-19 and cautionary tales of super spreader events. With more and more people receiving the vaccine, holiday gatherings are becoming common place again. Aside from COVID, there are other factors that can make or break your holiday gathering. One we shouldn't forget is food safety. What could be

worse than going to a holiday party and then coming down with food poisoning?

Here are some things you can do to ensure the food you serve at your holiday gathering is safe:

CLEAN: First is to clean. When prepping and preparing your holiday meal, make sure to wash your hands with hot water and soap versus hand sanitizer, as hand sanitizer may not kill all germs. Rinse all fruits and vegetables and make sure to clean food preparation surfaces thoroughly.

SEPERATE: Second, make sure to separate foods. Keep raw foods away from ready-to-eat foods. To avoid cross-contamination, use separate cutting boards for fruits and vegetables and raw meats, fish, and poultry.

COOK: Third, cook all food properly to prevent bacterial growth. Beef, pork, fish, and lamb should be cooked to 145 °F; ground beef, pork, and lamb to 160 °F; and turkey, chicken and duck to 165 °F.

CHILL: Finally, chill foods properly. Thaw all frozen foods under refrigeration or cool running water. Do not leave foods out on countertops or tables for more than 2 hours. Foods like cut melon, tomatoes, and leafy greens especially, have potential for bacterial growth if left outside of refrigeration for too long.

Following these easy steps will ensure your guests are healthy, happy, and you have a safe holiday gathering this year.

For more information on Food Safety Guidelines

Looking Back: An Interview with Amy Gabriel

After nearly 31 years of public service, Amy Gabriel, public health professional and breastfeeding coordinator with the WIC program, will retire from her role at the Fairfield County Health Department at the end of the year. We did an interview with Amy as she inched closer to her last day.

Question: How long have you worked at FCHD? In what capacities?

Answer: I've spent the past 30 ½ years here at the health department. I started as a clerk for the WIC division in June of 1992. I went back to school and got my Associates Degree in Dietetics and started working as a Dietetic Technician in 1997. Then In 1998, I became the Breastfeeding Coordinator for the program. In December of 2019, I became the Accreditation Coordinator and Point of Dispensing (POD) Manager for COVID response for the entire health department. I worked in that position until May of 2021 when I returned to my former position - I think my heart was always with WIC, but I needed to step away for a little bit to realize it.



Question: How long have you worked in public health?

Answer: 30 ½ years. Prior to coming to the health department, I was a paralegal for a judge in the Common Pleas Courts.

Question: What was the best part of your job?

Answer: Helping people. Watching new moms come in to our office with no breastfeeding knowledge or experience and then empowering them to breastfeed their babies and helping moms understand what they are capable of and helping them through the rough patches. A lot of times WIC staff members are the only support a mom has and to be able to fill that role for so many women is very humbling. They have helped me become more understanding and compassionate - I think they've taught me as much as I hope I've taught them. I have learned so much from this job about people and their experiences and that has been such an invaluable life experience for me.

Question: Can you recall a highlight of your time at FCHD?

Answer: It's difficult to pick just one, but the thing I'm most proud of is building the Breastfeeding Peer Program in 2011. Fairfield County was chosen to be one of 11 pilot counties. After a 3-day training in Chicago and a lot of planning we established the clinic

and began providing another opportunity to support new moms - the results spoke for themselves. Breastfeeding initiation and duration rates grew in every pilot county. Over the next three years, I helped train coordinators and set up programs across Ohio. I was asked to serve as a member of the Ohio Department of Health's Nutrition and Breastfeeding Advisory Council and served as a subject matter expert on breast pumps helping to educate on the different types of pumps, troubleshoot issues, and determine inventory for the state WIC program. Prior to the pilot program, WIC was known as the "place to get formula", and now it's known for the strong breastfeeding support services we offer. I am so thankful to have been a part of that process and to help create what is now such an integral part of the WIC experience.

Question: What is one thing you hope the public took away from your time here at FCHD?

Answer: Empowerment. I always want our clients to walk away feeling good about themselves and reassured about what they are capable of.

Question: What will you miss the most?

Answer: Co-workers. When you've worked somewhere for as long as I have, co-workers become family. Mary Smith (WIC Director) hired me in '92 and she's been a part of this my entire journey, both personally and professionally. She was there for my wedding, the birth of my daughter, and now my retirement. Through it all, she has been a constant support and always encouraged me to try new things, to challenge myself, and to grow.

Question: What does the next chapter look like for you?

Answer: I'm very excited for this next step in the journey. My daughter is expecting and will deliver our first grandbaby on December 27, 2022 - so I plan to be home and take on the full-time role of "*Chief Babysitter*." My husband and I are also planning an extensive trip along the new England coastline in the fall and I'm excited about that too.

Finally, any famous last words....It will be fine.

A note to Amy from Mary Smith, WIC Director

Amy,

I've enjoyed working with you and want to thank you for the 30+ years of service with the local WIC program. I remember when you started out as an ADP Assistant (clerical support) and would come to my office asking to take on more projects. There was that day we went to lunch with Natalie (former WIC Dietitian); she and I encouraged you to go back to school to become a Dietetic Technician, which you pursued so then I hired to be a WIC Certifying Health Professional.

Your years of service to the local WIC program contributed to many partnerships across the county and state including our collaboration with Fairfield Medical Center. Your motivation, enthusiasm, and your willingness to always be a team player brought many

successes to the Fairfield County Health Department and the WIC Program. I wish you well in your new adventures and encourage you to continue to live life exuberantly.

Best Wishes,

Mary



Fairfield County Health Department

1550 Sheridan Dr., Suite 100
Lancaster, OH 43130
(740) 652-2800



Prevent Protect Promote

Fairfield County Health Department | 1550 Sheridan Drive, Suite 100, 7406522805,
Lancaster, OH 43130-1303 fairfieldhealth.org

[Unsubscribe rochelle.menningen@fairfieldcountyohio.gov](mailto:rochelle.menningen@fairfieldcountyohio.gov)

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Sent by bobby.persinger@fairfieldcountyohio.gov powered by



REGULAR MEETING #1 - 2023
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
JANUARY 10, 2023

AGENDA FOR TUESDAY, JANUARY 10, 2023

- 9:00 AM Review
- Regular Meeting
- Pledge of Allegiance
- Announcements
- Approval of Minutes for the December 20, 2022, Special Meeting, and the January 9, 2023, Reorganization Meeting
- Commissioners
- 2023-01.10.a A resolution to designate two members of the Board of the Fairfield County Commissioners to serve on the Fairfield County Investment Advisory Committee. [Commissioners]
- 2023-01.10.b A Resolution Amending the Approval of Establishment of the Fairfield County Board of Commissioners' 2023 Review Session and Regular Meeting Dates, and Special Meeting Dates [Commissioners]
- 2023-01.10.c A resolution approving an agreement for legal services with Fishel Downey Albrecht Riepenhoff, LLP [Commissioners]
- 2023-01.10.d A resolution to approve the reappointment of Mr. Derek Upp to the Fairfield County Board of Developmental Disabilities. [Commissioners]
- 2023-01.10.e A resolution approving the reappointment of Mr. Todd Edwards to the Fairfield County Regional Planning Commission. [Commissioners]
- 2023-01.10.f A resolution to approve a memo receipt and expense for Stop Loss Pool Subfund & the Self-Funded Healthcare Fund [Commissioners]
- 2023-01.10.g A resolution to approve to appropriate from unappropriated into a major expense category for Marriage License/Divorce Fees Fund# 2095 [Commissioners]
- 2023-01.10.h A resolution to approve to appropriate from unappropriated into a major expense category and Account to Account transfer for CDBG FY20 Allocation [Commissioners]
- 2023-01.10.i A resolution authorizing the reduction appropriations in major expenditure object categories for Commissioner Funds # 2675 & # 3880 [Commissioners]
- 2023-01.10.j A resolution to approve to appropriate from unappropriated into a major expense categories & Advance from General Fund #1001 for Fund # 2788, subfund# 8317, PY2022 CDBG Allocation grant [Commissioners]

- 2023-01.10.k A resolution authorizing fund to fund transfer from the General Fund # 1001 to Fund# 4832 LGIF debt – Fairfield County Commissioners [Commissioners]
- 2023-01.10.l A resolution authorizing fund to fund transfers for intergovernmental agencies for the 1st half 2023 Allocations - Fairfield County Commissioners [Commissioners]
- 2023-01.10.m A resolution authorizing fund to fund transfers for intergovernmental agencies for 2023 Allocations - Fairfield County Commissioners [Commissioners]
- 2023-01.10.n A resolution authorizing a fund to fund transfer to the Fairfield County Family Adult Children First Council for Multi-Youth Committee – 1st payment for the 2023 Allocation - Fairfield County Commissioners [Commissioners]
- 2023-01.10.o A resolution authorizing fund to fund transfers for Fairfield County Job and Family Services (JFS) –1st Quarter 2023 Allocation - Fairfield County Commissioners [Commissioners]
- 2023-01.10.p A resolution authorizing a fund to fund transfer for the 1st Quarter 2023 Allocation for the Multi County Juvenile Detention Center (MCJDC) -Fairfield County Commissioners [Commissioners]
- 2023-01.10.q A resolution authorizing 2023 Allocations for Lancaster Public Transit & Fairfield County Municipal Court - Fairfield County Commissioners [Commissioners]
- Fairfield County Auditor- Administration
- 2023-01.10.r A resolution granting Dr. Carri L. Brown, County Auditor, and staff permission to attend (travel). [Auditor- Admin]
- Fairfield County Economic & Workforce Development
- 2023-01.10.s A resolution to authorize an amendment to the agreement for grant writing services [Economic and Workforce Development] [Economic & Workforce Development]
- Fairfield County Emergency Management Agency
- 2023-01.10.t A resolution to appropriate from unappropriated in a major expenditure object category EMA Funds and a transfer of appropriations [EMA]
- 2023-01.10.u A resolution authorizing the approval of an advance from the general fund to EMA – Fund 2890 Hazardous Materials Emergency Planning Grant (HMEP) [EMA]
- 2023-01.10.v A resolution authorizing the approval of an advance from the general fund to EMA – Fund 2708 State Homeland Security Grant Program Grant (SHSP) and Appropriate and Increase Certificate [EMA]
- 2023-01.10.w A resolution to approve the 2023 Fairfield County Emergency Operations Plan and signing of the Promulgation Statement. [EMA]
- Fairfield County Engineer
- 2023-01.10.x A Resolution to Authorize the Use of Force Account by the Fairfield County Engineer. [Engineer]

- 2023-01.10.y A resolution to request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 3434 PLE-29 Bridge Replacement Project [Engineer]
- 2023-01.10.z A resolution to request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 3445 BER-26 bridge replacement [Engineer]

Fairfield County Family, Adult and Children First Council
- 2023-01.10.aa Approval of an Amendment to a Subaward to the Fairfield County Family, Adult and Children First Council (FACF) from the the Research Institute at Nationwide Children's Hospital for State Fiscal Year [Family, Adult and Children First Council]

Fairfield County Juvenile/Probate Court
- 2023-01.10.bb A resolution authorizing the reduction in major expenditure object category appropriations for Title IV-E Fund 2641 (Juvenile Court) [Juvenile/Probate Court]
- 2023-01.10.cc A resolution to appropriate from unappropriated in a major expenditure object category – Juvenile Court Fund #2036 Department of Youth Services (reclaim) [Juvenile/Probate Court]

Fairfield County Recorder
- 2023-01.10.dd A resolution granting Fairfield County Recorder Lisa McKenzie permission during 2023 to attend. [Recorder]

Fairfield County Sheriff
- 2023-01.10.ee A resolution to approve the purchasing of a gun by a retiring officer [Sheriff]
- 2023-01.10.ff A resolution to appropriate from unappropriated in a major expenditure object category Sheriff's Office Fund 2883 Law Enforcement Cyber Security [Sheriff]

South Central Major Crimes Unit
- 2023-01.10.gg A resolution to authorize the establishment of a new fund for Fairfield Hocking Athens Major Crimes Unit, Appropriate from unappropriated [Major Crimes Unit] [Sheriff - Major Crimes Unit]
- 2023-01.10.hh An Administrative Approval for the South Central Major Crimes Unit (MCU) [Sheriff - Major Crimes Unit]

Payment of Bills
- 2023-01.10.ii A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval [Commissioners]

The next Regular Meeting is scheduled for January 17, 2023, at 9:00 a.m.

Adjourn

Special Meeting #55 - 2022
Fairfield County Commissioners' Office
December 20, 2022

Review Meeting

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room of the Historic Courthouse at 210 E Main St., Lancaster, OH. Commissioner Fix called the meeting to order with the following Commissioners present: Steve Davis, Dave Levacy, Jeff Fix. Also present: Aundrea Cordle, Jeff Porter, Rochelle Menningen, Bennett Niceswanger, Dr. Carri Brown, Deputy Hummel, Amy Brown-Thompson, Steven Darnell, Bart Hampson, Dennis Keller, Jon Kochis, Tony Vogel, Rick Szabrak, John Turnbull, Michael Kemper, and Josh Horacek.

Attending virtually: Lisa McKenzie, Dan Weis, Becky, Shannon Carter, and Jessica Murphy.

Welcome

Commissioner Fix opened the meeting by welcoming everyone in attendance.

Public Comments

John Turnbull of Lancaster spoke about the proposed Eastern Cottontail Solar Project and stated that his father still owns some of the farmland being considered for the project. Mr. Turnbull added that the revenue that would be generated from the sale of the land would be important to his father, as well as the local school district. He added that he feels it is important to remember that people work very hard to pay for acquired property and therefore should be able to rely on proceeds from it when needed.

Commissioner Davis stated that the purpose of the Public Comments section of the meeting is to allow the commissioners to have the opportunity to listen to community members, and that in this instance he wanted to convey to Mr. Turnbull that he was thinking about the opposition that people face in these types of matters. The commissioner further stated that he appreciated Mr. Turnbull's point of view.

Commissioner Fix thanked Mr. Turnbull for sharing his thoughts with the Board of Commissioners.

Legal Update

Amy Brown-Thompson spoke about the Commissioners' contract with the Coshocton - Fairfield - Licking - Perry Solid Waste District (CFLP) and added that CFLP contracts should be executed through Board of Commissioners' meetings and not at CFLP meetings.

Old Business

Commissioner Davis spoke about a transportation proposal from the state and added he will be comprehensively reviewing the proposal. He also spoke about reaching out to the state regarding timelines concerning the proposal.

Commissioner Levacy stated he attended several events the previous week which were very successful and well attended. He highlighted the Chili Cookoff event held by Major Crimes.

Special Meeting #55 - 2022
Fairfield County Commissioners' Office
December 20, 2022

Commissioner Fix stated the OneOhio Board has hired an Interim Executive Director, Kathryn Wittington, to assist in the process of distributing funds to aid agencies and communities in attacking the opioid crisis. He added that he and Commissioner Levacy participated the prior week in the Transportation Improvement District meeting and that the twenty-minute radius around Intel is getting a lot of attention and Fairfield County is just outside that circle. The commissioner stated that he met with William Murdock and Steve Stivers regarding workforce development and had a conversation about transportation and poverty issues. Commissioner Fix also spoke about attending the chili cookoff and commended Commander Lowe for bringing everyone together and raising money for a local charity. He talked about being sworn in by Commissioner Davis on December 15th for his second term and that the event set the stage for what he would like to do over the next four years. He finished by stating he had attended the JFS all staff meeting where he offered his great appreciation for the JFS staff.

Auditor Brown thanked Bennett Niceswanger for his work with the Records Commission and Records Center.

New Business

Commissioner Davis stated that he and Commissioner Levacy attended the Love's ribbon cutting and that he was impressed that both the fuel station, and the Hardee's restaurant, were very busy. He also stated that he wanted to acknowledge Love's for the contributions they made to two local charity organizations as part of the grand opening ceremony. Commissioner Davis added that Commissioner Fix's swearing in reminded him that these events are not for the person being celebrated but for the people around us who wish to share in our moments.

Commissioner Levacy spoke about the winter storm that is anticipated between now and Christmas and thanked all the county employees that would be dealing with the elements to make the county safe. He stated he is looking forward to 2023 and wished everyone a Merry Christmas.

Auditor Brown spoke about the pricing irregularities at Dollar General stores and stated that her office will be increasing efforts to assist with correcting pricing at the stores. She added that the irregularities appear temporary but are something to pay attention to.

Announcements

Board of Commissioners' Clerk, Rochelle Menningen, stated Fairfield County Offices will be closed beginning at noon on Friday, December 23, 2022, and all day on Monday, December 26, 2022, in observance of the holiday.

Approval of Regular Minutes for December 13, 2022

On the motion of Steve Davis and the second of Dave Levacy, the Board of Commissioners voted to approve the minutes for the Tuesday, December 13, 2022, meeting.

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

Approval of Resolutions from the Board of Commissioners

On the motion of Steve Davis and the second of Dave Levacy, the Board of Commissioners voted to approve the following resolution from the Board of Commissioners:

Special Meeting #55 - 2022
Fairfield County Commissioners' Office
December 20, 2022

2022-12.20.a A resolution to amend resolution 2022-12.13.d to approve reimbursement rates for appointed counsel

Commissioner Davis stated resolution 2022-12.20.a corrects an anomaly contained on resolution 2022-12.13.d. He added that he and County Administrator Cordle had spoken on the matter, but there was a late addition by a judge which was inconsistent with Commissioner Davis' requests regarding the resolution. The commissioner stated that the content was good, but the late addition resulted in some required changes. He thanked Administrator Cordle for spending her time resolving the matter and thanked everyone who helped negotiate terms and who helped get the resolution corrected.

Roll call vote of the motion resulted as follows:

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

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

2022-12.20.b A resolution approving the reappointment of Ms. Heather Yakes to the Fairfield County Revolving Loan Fund Committee

2022-12.20.c A resolution entering into an agreement between Fairfield County and the Coshocton - Fairfield - Licking - Perry (CFLP) Solid Waste District for Recycling Services and Education Program Services for 2023

2022-12.20.d A resolution to enter into a contract between Fairfield County and the Lancaster-Fairfield Community Action Agency for Recycling and Education Services for 2023

2022-12.20.e A Resolution to Approve an Ohio Department of Development Brownfield Remediation Program Grant Agreement for Bloom Carroll Local School District

Director of Economic and Workforce Development, Rick Szabrak, stated Heather Yakes has been a great asset to the Revolving Loan Fund Committee and added that she is one of the best consultants in central Ohio

Administrator Cordle spoke about resolution 2022-12.20.e being for a grant the County applied for with Bloom Carroll Schools and that a signed agreement was needed within ten days, resulting in the need for the passing this resolution on 12/20/2022.

Chief Deputy Treasurer, Michael Kaper, stated all money from the Brownfield Remediation grant must to be spent by the end of May 2023.

Commissioner Fix emphasized the importance of Bloom Carroll Schools fulfilling their obligations regarding the grant.

Roll call vote of the motion resulted as follows:

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

Adjournment

Commissioner Fix stated he has appreciated the opportunity to serve as commissioner in 2022, and acknowledged the retirement and outstanding tenure of Facilities Director, Dennis Keller.

Reorganization Meeting - 2023
Fairfield County Commissioners' Office
January 9, 2023

Reorganization Meeting

The Commissioners met at 10:00 a.m. in the Commissioners' Hearing Room of the Historic Courthouse at 210 E. Main St., Lancaster, OH. Commissioner Fix called the meeting to order with the following Commissioners present: Steve Davis, Dave Levacy, Jeff Fix. Also present: Aundrea Cordle, Jeff Porter, Rochelle Menningen, Bennett Niceswanger, James Bahnsen, Dr. Carri Brown, Lisa McKenzie, Amy Brown-Thompson, Steven Darnell, Corey Clark, Bart Hampson, Dan Neeley, Jon Kochis, and Tony Vogel.

Attending virtually: Rachel Elsea.

Welcome

Commissioner Fix opened the meeting by providing that the purpose of the meeting was to establish Board structures for 2023. The commissioner then acknowledged Jon Kochis and his team for their work on the heating system in the Courthouse over the holiday weekend

Announcements

The Commissioners' Clerk announced that Fairfield County Offices would be closed on January 16th in observance of Martin Luther King, Jr. Day.

Public Comments

There were no public comments.

Regular (Voting) Meeting

Approval of Resolutions from the Board of Commissioners

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

2023-01.09.a A Resolution to Approve the Appointment of the President of the Board of Commissioners [Commissioners]

Roll call vote of the motion resulted as follows:

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

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

2023-01.09.b A Resolution to Approve the Appointment of Vice President of the Board of Commissioners [Commissioners]

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 Dave Levacy, the Board of Commissioners voted to approve the following resolution from the Board of Commissioners:

2023-01.09.c A Resolution to Designate the Official Representative and Alternate Representative for the Purpose of Voting at the Annual Meeting of the County Commissioners Association of Ohio in 2023 [Commissioners]

Reorganization Meeting 2023 – January 9, 2023

- 1 -

**Reorganization Meeting - 2023
Fairfield County Commissioners' Office
January 9, 2023**

Roll call vote of the motion resulted as follows:

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

On the motion of Steve Davis and the second of Dave Levacy, the Board of Commissioners voted to approve the following resolution from the Board of Commissioners:

2023-01.09.d A Resolution to Approve the Appointment of an Apiary Inspector for
Fairfield County [Commissioners]

Roll call vote of the motion resulted as follows:

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

On the motion of Steve Davis and the second of Dave Levacy, the Board of Commissioners voted to approve the following resolution from the Board of Commissioners:

2023-01.09.e A Resolution Approving the Authorization to Name the Prevailing Wage
Compliance Officer for Commissioner Projects [Commissioners]

Roll call vote of the motion resulted as follows:

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

Commissioner Davis made a motion appointing Commissioner Fix and Commissioner Levacy to the Fairfield County Investment Advisory Board for 2023. Commissioner Fix seconded the motion.

Roll call vote of the motion resulted as follows:

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

(Resolution for appointment of Commissioners to the Investment Advisory Board to be presented at the January 10, 2023, Commissioners' meeting.)

Adjournment

With no further business, on the motion of Steve Davis and a second of Dave Levacy, the Board of Commissioners voted to adjourn at 10:05 a.m.

Roll call vote of the motion resulted as follows:

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

A resolution to designate two members of the Board of the Fairfield County Commissioners to serve on the Fairfield County Investment Advisory Committee

WHEREAS, the County Investment Advisory Committee consists of two Commissioners and the County Treasurer; and

WHEREAS, per ORC 135.341 the Commission must designate two Commissioners to the Investment Advisory Committee.

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

Section 1. That the Commission designates the following two Commissioners to serve on the County Investment Advisory Committee.

Jeffrey M. Fix
David L. Levacy

Prepared by: Rochelle Menningen

Signature Page

Resolution No. 2023-01.10.a

A resolution to designate two members of the Board of the Fairfield County Commissioners to serve on the Fairfield County Investment Advisory Committee.

(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.

2023-01-10.b

A Resolution Amending Resolution for the Approval of Establishment of the Fairfield County Board of Commissioners' 2023 Review Session and Regular Meeting Dates, and Special Meeting Dates

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

WHEREAS, the Board of County Commissioners has also established by resolution 2022-11.29.a, Commissioner Meeting times; and

WHEREAS, the Board of County Commissioners wishes to adjust the time for the Commissioners' February 7, 2023, meeting:

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

Section 1. That the Board approves establishing the time for the Review Session and Regular Meeting for February 7, 2023, to be held at 7:00 p.m., in the Commissioners' Hearing Room, 210 E. Main St., 3rd Floor, Lancaster

Section 2. For Special Commission meetings, the Commission will provide at least 24 hours' notice to requesting-media via email and will post the meeting on its website and on the bulletin board on the 3rd floor of the Administrative Courthouse located at 210 East Main Street.

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

Section 4. Any person may request advance notification of all meetings at which a specific type of public business is to be discussed. All such requests shall be directed to the Clerk of the Board, who shall provide such notification as necessary.

Prepared by: Rochelle Menningen

Signature Page

Resolution No. 2023-01.10.b

A Resolution Amending the Approval of Establishment of the Fairfield County Board of Commissioners' 2023 Review Session and Regular Meeting Dates, and Special Meeting Dates

(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 agreement for legal services with Fishel Downey Albrecht Riepenhoff, LLP.

WHEREAS, Fishel Downey Albrecht Riepenhoff, LLP submitted a contract for legal services; and

WHEREAS, the compensation is \$220 per hour; and

WHEREAS, the contract shall not exceed \$100,000; and

WHEREAS, the \$100,000 does not exceed the Prosecuting Attorney's Annual Compensation paid by the county per Ohio Revised Code 309.09 (C); and

WHEREAS, the prosecutor's office has approved the contract to form

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

Section 1. That Commissioners approve the attached contract with Fishel Downey Albrecht Riepenhoff, LLP.

Prepared by: Jeffrey D. Porter, Deputy County Administrator



CONTRACT FOR SERVICES FOR FAIRFIELD COUNTY, OHIO

THIS AGREEMENT, made this ____ day of _____, 2022, by and between the Fairfield County Board of Commissioners, hereinafter "County" and Fishel Downey Albrecht & Riepenhoff LLP, Attorneys at Law, New Albany, Ohio, hereinafter "Attorneys."

WITNESSETH:

WHEREAS, the County is desirous of securing the services of the Attorneys to assist and represent the County rendering any and all such legal services as may be requested, including, but not limited to, drafting and reviewing contracts or other written documents, responding to inquiries, drafting legal memoranda, providing legal representation in conjunction with specific transactions, advising the County on legal issues as specifically requested and under the statutory authority promulgated to the County, and performing any other duties as requested by the County; and

WHEREAS, the results of the decisions regarding such matters have a very significant fiscal and operational impact on the County; and

WHEREAS, the County has determined that certain legal, technical, and professional assistance will enable them to participate more effectively in these processes;

WHEREAS, the contract limit shall be \$100,000; and

WHEREAS, the \$100,000 does not exceed the Prosecuting Attorney’s Annual Compensation paid by the county per Ohio Revised Code 309.09 (C); and

WHEREAS, Fishel Downey Albrecht & Riepenhoff LLP is experienced and willing to perform the above services, wherein there is an agreement specifying the rights and duties of each party.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows.

ARTICLE I SCOPE OF WORK

The Attorneys will perform any and all such legal services as may be requested by the County, including, but not limited to, drafting and reviewing contracts or other written documents, responding to inquiries, drafting legal memoranda, providing legal representation in conjunction with specific transactions, advising the County on legal The Attorneys will perform services in assisting the County as may be instructed by the County, including advice and

services in order for the County to carry out their litigation, human resource management, civil service administration, labor relations programs and other matters. Such services to the County include:

To provide necessary assistance, research, and analysis with respect to the specific problems that develop in matters that come before the County and to advise and/or represent the County in matters as directed by the County.

ARTICLE II CONSIDERATION AND TERM OF CONTRACT

The compensation of the Attorneys shall be on the basis of an hourly rate of two hundred twenty dollars (\$220) per hour for all time expended by attorneys, an hourly rate of ninety-five dollars (\$95) per hour for all time expended by the Paralegals and Law Clerks. The term of the contract shall be for a period beginning January 1, 2023 and ending December 31, 2023. The Attorneys shall be compensated for all necessary and reasonable direct costs incurred exclusive of normal administrative costs. The Attorneys shall be compensated for all actual hours of work performed for the County including those hours for consultation, assistance, research, and preparation.

The Attorneys shall bill for services and costs on a monthly basis with compensation to be payable within thirty (30) calendar days after billing. The Attorneys shall provide the County with monthly billings setting forth, in itemized detail, all time charges and reasons therefore, along with all necessarily incurred disbursements and expenses and reasons therefore.

This Agreement may be canceled by either party upon notice, in writing, delivered upon the party thirty (30) days prior to the effective date of cancellation. If such cancellation should be by the County, the County will be obligated to pay for the amount of work completed by the Attorneys. The parties further agree that should the Attorneys become unable for any reason to complete such work called for by virtue of this Agreement, that such work as the Attorneys have completed to the date of their inability to continue the terms of this Agreement shall become the property of the County as full discharge of Attorneys' liability hereunder without obligation for additional payment.

The parties expressly agree that this Agreement shall not be assigned by either party. The Agreement and any modifications, amendments, or alterations, shall be governed, constructed, and enforced under the laws of Ohio. The obligations of the County under this Agreement shall be subject to the applicable provisions of the Ohio Revised Code.

ARTICLE III CONTRACT CONSTRUCTION AND ADMINISTRATION

The Agreement constitutes the entire understanding between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties.

If any term or provision of this Agreement or the application thereof to any person or circumstances should, to any extent, be invalid or unenforceable, the remainder of this



Agreement, or the application of such term, or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be effected thereby, and each remaining term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Notwithstanding any provisions herein contained, it is expressly understood and agreed that the County shall not be construed or held to be a partner, associate, or joint venturer of the Attorneys in the conduct of the provisions of this Agreement. The Attorneys shall at all times have the status of an independent contractor without the right or authority to impose tort or contract liability on the County for contracts entered into by the Attorneys with third parties.

The County agrees to make available to the Attorneys all necessary records in the custody of the County and the assistance of all appropriate department employees, as the Attorneys may need for carrying out the work under this Agreement within legal limitations.

ARTICLE IV NON-DISCRIMINATION

The attorneys shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin or disability. The attorneys shall take affirmative action to ensure that applicants and employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, sexual orientation, or disability.

The implementation of this Contract will be carried out in strict compliance with all federal, state, or local laws regarding discrimination in employment.

In the event the attorneys are determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law, this Contract may be canceled, terminated or suspended in whole or in part by County and attorneys may be declared ineligible for future contracts with the County.

ARTICLE V PROFESSIONAL LIABILITY INSURANCE

Throughout the life of this Agreement, the Attorneys agree to maintain, current and without lapse, professional liability insurance in an amount adequate to protect it and the County against any and all liability arising from the professional services provided under the Agreement.

ARTICLE VI INDEMNITY

To the fullest extent permitted by law, the attorneys shall indemnify, save and hold the County, its officers, agents, servants, and employees free and harmless of all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the attorney's performance of this contract. The attorneys shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the County by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and

expenses, including but not limited to attorney's fees. No employee of the attorneys shall at any time be considered an agent or employee of the County, except as expressly set out in this Contract.

The attorneys shall carry such bodily injury and property damage liability insurance as will protect it and the County against claims for personal injury, including death or property damage, which may arise from operations under this Contract. The attorneys will also provide proof of coverage by the Bureau of Workers Compensation upon request.

**NOW THEREFORE, BE IT APPROVED BY THE COUNTY ADMINISTRATOR,
COUNTY OF FAIRFIELD, STATE OF OHIO:**

**FAIRFIELD COUNTY BOARD
OF COUNTY COMMISSIONERS:**

**FOR FISHEL DOWNEY ALBRECHT &
RIEPENHOFF LLP:**

Marc A. Fishel

Date

Prosecutor's Approval Page

Resolution No.

A resolution approving an agreement for legal services with Fishel Downey Albrecht Riepenhoff, LLP

(Fairfield County Commissioners)

Approved as to form on 12/28/2022 5:03:00 PM by Amy Brown-Thompson,



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

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2023

Page: 1 of 1

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

Purchase Order # **23000522 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 03/15/2024

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COUNTY COMMISSIONERS
210 E MAIN STREET
LANCASTER, OH 43130

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FISHEL DOWNEY ALBRECHT &
RIEPENHOFF, LLP
7775 WALTON PARKWAY STE 200
NEW ALBANY, OH 43054

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COUNTY COMMISSIONERS
210 E MAIN STREET
LANCASTER, OH 43130

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
614-221-1216		594		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
01/01/2023	1284			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	legal consulting services GL Account: 12100110 - 530000	1.0	EACH	\$50,000.00	\$50,000.00
GL SUMMARY					
	12100110 - 530000			\$50,000.00	

Invoice Date ___/___/___ Invoice Amount \$_____ To Be paid ___/___/___ Warrant # _____

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$50,000.00 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: 01/01/2023

Carri L. Brown

Auditor Fairfield County, OH

Purchase Order Total **\$50,000.00**

01/13/2023

073

For Department Use ONLY

Signature Page

Resolution No. 2023-01.10.c

A resolution approving an agreement for legal services with Fishel Downey Albrecht Riepenhoff, LLP

(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 the reappointment of Mr. Derek Upp to the
Fairfield County Board of Developmental Disabilities.
[Commissioners]**

WHEREAS, Mr. Derek Upp was appointed to fill a four-year term on the
Fairfield County Board of Developmental Disabilities;

WHEREAS, the Board of Commissioners is authorized to fill vacancies on the
Board of Developmental Disabilities by appointment of qualified individuals;
and

WHEREAS, Mr. Derek Upp has expressed an interest and willingness to
continue serving on the board and has requested to be reappointed to fill
another four-year term on the board.

**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 hereby
appoints Derek Upp to serve an additional four-year term on the Fairfield
County Board of Developmental Disabilities.

Section 2. That this appointment is effective January 10, 2023 through
December 31, 2026.

Prepared by: Bennett Niceswanger
cc: Fairfield County Board of Developmental Disabilities

Signature Page

Resolution No. 2023-01.10.d

A resolution to approve the reappointment of Mr. Derek Upp to the Fairfield County Board of Developmental Disabilities.

(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 the reappointment of Mr. Todd Edwards to the Fairfield County Regional Planning Commission.

WHEREAS, Mr. Todd Edwards was appointed to serve a term on the Fairfield County Regional Planning Commission; and

WHEREAS, the Board of Commissioners is authorized to appoint qualified individuals to serve Board and reappoint current members of the Board; and

WHEREAS, Mr. Edwards has expressed an interest and willingness to continue serving on the board and has requested to be re-appointed to fill another three-year term on the Board.

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 hereby re-appoints Mr. Todd Edwards to serve an additional three-year term on the Fairfield County Regional Planning Commission.

Section 2. That this appointment is effective January 10, 2023, expiring December 31, 2025.

Prepared by: Bennett Niceswanger
Cc: Regional Planning Commission

Signature Page

Resolution No. 2023-01.10.e

A resolution approving the reappointment of Mr. Todd Edwards to the Fairfield County Regional Planning Commission.

(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 receipt and expense for Stop Loss Pool Subfund & the Self-Funded Healthcare Fund

WHEREAS, in 2023 the Board of Commissioners' Administration will implement the new Stop Loss Pool Subfund activity; and

WHEREAS, a memo receipt and memo expenditure will fund the Stop Loss Pool Subfund; 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 for the Stop Loss Pool Subfund:

12537601 434000 charges for services \$ 2,000,000

This amount represents monies the cash receipt from the Self-Funded Healthcare Fund for a cash transaction to the Stop Loss Pool Subfund.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure for the monies transferred from the Self-Funded Healthcare Fund for a cash transaction to the Stop Loss Pool Subfund.

Account: 12537600 580126 stop loss admin
Amount: \$ 2,000,000

Signature Page

Resolution No. 2023-01.10.f

A resolution to approve a memo receipt and expense for Stop Loss Pool Subfund & the Self-Funded Healthcare Fund

(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 to appropriate from unappropriated into a major expense category for Marriage License/Divorce Fees Fund# 2095

WHEREAS, budget needs established for 2023; and

WHEREAS, it is necessary to appropriate from unappropriated into the major expense category of contractual services to establish the budget for 2023; and

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

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

\$ 36,000 12209500 contractual services

For Auditor's Office Use Only:

Section 1.

\$ 36,000 12209500 530000 contract services

Section 2. *Issue an Amended Certificate in the amount \$36,000 credit of fund # 2095.*

Section 3. *Request that the Fairfield County Auditor, on behalf of the Budget Commission, update receipt line 12209500 432250 in the amount of \$36,000.*

Signature Page

Resolution No. 2023-01.10.g

A resolution to approve to appropriate from unappropriated into a major expense category for Marriage License/Divorce Fees Fund# 2095

(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 to appropriate from unappropriated into a major expense category CDBG FY20 Allocation

WHEREAS, budget needs adjusted for 2023; and

WHEREAS, it is necessary to appropriate from unappropriated into the major expense category to adjust the 2023 budget; and

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

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

\$ 15,717.88 12278820 contractual services

For Auditor’s Office Use Only:

Section 1.

\$ 2,113.74 12278820 530010 fairhousing
\$ 13,604.14 12278820 531000 admin

Section 2. Request that the County Auditor issue an Amended Certificate by reducing fund# 2788, subfund# 8258 by <\$4,533.18>.

Section 3. Request that the Fairfield County Auditor, on behalf of the Budget Commission, update the receipt line 12278820 433100 by reducing <\$4,533.18>.

Signature Page

Resolution No. 2023-01.10.h

A resolution to approve to appropriate from unappropriated into a major expense category and Account to Account transfer for CDBG FY20 Allocation

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing the reduction appropriations in major expenditure object categories for Commissioner Funds # 2675 & # 3880

WHEREAS, overstated expenses were approved for the 2023 budget; and

WHEREAS, the 2023 appropriations require a reduction for Fund# 2675 & Fund# 3880 to make the budget picture more realistic; and

WHEREAS, this action provides for proper accounting; and

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

Section 1. The County Auditor is to **reduce** appropriations in the following major expenditure object categories:

- | | | |
|------------------|----------------------|----------|
| a. <\$1,500,000> | capital outlay | 12388000 |
| b. <\$5,552.16> | contractual services | 12267500 |

For Auditor's Office Use Only:

Section 1.

- | | | |
|------------------|----------|--------|
| a. <\$1,500,000> | 12388000 | 570000 |
| b. <\$5,000> | 12267500 | 550325 |
| c. <\$552.16> | 12267500 | 550026 |

Signature Page

Resolution No. 2023-01.10.i

A resolution authorizing the reduction appropriations in major expenditure object categories for Commissioner Funds # 2675 & # 3880

(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 to appropriate from unappropriated into a major expense categories & Advance from General Fund #1001 for Fund # 2788, subfund#8317, PY2022 CDBG Allocation grant

WHEREAS, Fairfield County was awarded \$ 1,140,000 from the Ohio Development Services Agency; and

WHEREAS, the grant agreement was approved per AA. 12.20-2022.c; and

WHEREAS, budget needs established for grant activity and a cash advance to pay vendors in a timely fashion; and

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

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

\$ 1,058,000 12278812 capital outlay
\$ 82,000 12278812 contractual services

Section 2. Request that the Fairfield County Auditor process the following cash advance:

DEBIT 1001 090000 General Fund Advance <\$500,000>
CREDIT 8317 223001 FY22 CDBG Allocation advance in +\$500,000

Section 3. Request that the advance be paid back to the General Fund, no later than December 31, 2024.

For Auditor’s Office Use Only:

Section 1.

\$ 12,000 12278812 530100 *pass thru services*
\$ 65,000 12278812 531000 *administration*
\$ 5,000 12278812 530010 *fairhousing*
\$ 1,058,000 12278812 570000 *capital outlay*

Section 4. *Issue an Amended Certificate in the amount \$1,140,000 to credit of fund # 2788, subfund#8317.*

Section 5. *Request that the Fairfield County Auditor, on behalf of the Budget Commission, update receipt line 12278812 433100 in the amount of \$1,140,000.*

Signature Page

Resolution No. 2023-01.10.j

A resolution to approve to appropriate from unappropriated into a major expense categories & Advance from General Fund #1001 for Fund # 2788, subfund# 8317, PY2022 CDBG Allocation grant

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing fund to fund transfer from the General Fund # 1001 to Fund# 4832 LGIF debt – Fairfield County Commissioners

WHEREAS, the General Fund is responsible for payments of debt service; and

WHEREAS, it is necessary to transfer the cash to meet obligations; and

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

Section 1. That the Board of Commissioners approves the following fund to fund transfer:

Amount	from	to	
\$50,000	12100149 700113	12483200 439100	LGIF loan repayment

Prepared by: Staci Knisley
cc: Commissioners' Office

Signature Page

Resolution No. 2023-01.10.k

A resolution authorizing fund to fund transfer from the General Fund # 1001 to Fund# 4832 LGIF debt – Fairfield County Commissioners

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing fund to fund transfers for intergovernmental agencies for the 1st half 2023 Allocations - Fairfield County Commissioners

WHEREAS, the Board of Commissioners approved the 2023 Allocations for various agencies to be disbursed in two (2) payments, and

WHEREAS, it is necessary to transfer the cash to meet obligations; 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 process the following fund to fund transfers for various intergovernmental agencies:

- a. \$42,500 From: 12100148 700201 GRF transfers out
 To: 74703000 439100 RPC transfers in

- b. \$153,400 From: 12100148 700204 GRF transfers out
 To: 61702600 439100 Soil & Water transfers in

- c. \$40,000 From: 12100148 700202 GRF transfers out
 To: 16202401 439100 Engineer transfers in

Prepared by: Staci Knisley
cc: Commissioners' Office

Signature Page

Resolution No. 2023-01.10.I

A resolution authorizing fund to fund transfers for intergovernmental agencies for the 1st half 2023 Allocations - Fairfield County Commissioners

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing fund to fund transfers for intergovernmental agencies for 2023 Allocations - Fairfield County Commissioners

WHEREAS, the Board of Commissioners approved the 2023 Allocations for various intergovernmental agencies; and

WHEREAS, it is necessary to transfer the cash to meet obligations; 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 process the following fund to fund transfers for various intergovernmental agencies:

- a. \$214,240 From: 12100148 700207 GRF transfers out
 To: 12209035 439100 EMA transfers in

- b. \$30,000 From: 12100148 700210 GRF transfers out
 To: 90771000 439100 Fairfield 33 transfers in

- c. \$61,100 From: 12100149 700307 GRF transfers out
 To: 20285900 439100 Probate Guardianship transfers in

- d. \$81,370 From: 12100149 700120 GRF Transfers out (TID)
 To: 16202401 439100 Engineer Transfer in

Prepared by: Staci Knisley

Fairfield 33 Development Alliance
 4465 Coonpath Rd NW
 Carroll, OH 43112 US
 740.652.7160
 angel.conrad@fairfieldcountyohio.gov
 www.fairfield33.com

Invoice

BILL TO

Fairfield County
 210 E Main Street
 Lancaster, OH 43130

SHIP TO

Fairfield County
 210 E Main Street
 Lancaster, OH 43130

INVOICE #	DATE	TOTAL DUE	DUE DATE	ENCLOSED
2022-220	01/03/2023	\$30,000.00	02/03/2023	

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
2023 Public Pledge	Public business contribution for calendar year 2023	1	30,000.00	30,000.00
	SUBTOTAL			30,000.00
	TAX			0.00
	TOTAL			30,000.00
	BALANCE DUE			\$30,000.00

Signature Page

Resolution No. 2023-01.10.m

A resolution authorizing fund to fund transfers for intergovernmental agencies for
2023 Allocations - Fairfield County Commissioners

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing a fund to fund transfer to the Fairfield County Family Adult Children First Council for Multi-Youth Committee – 1st payment for the 2023 Allocation - Fairfield County Commissioners

WHEREAS, the Board of Commissioners approved the 2023 Allocation of \$125,000 to be transferred quarterly; and

WHEREAS, it is necessary to transfer the 1st payment of 2023 to meet obligations; and

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

Section 1. That the transfer of funds in the amount of \$31,250 hereby authorized as follows:

From: 12100149 700109 GRF transfers out
To: 60815920 439100 MSY transfers in

Prepared by: Staci Knisley

Signature Page

Resolution No. 2023-01.10.n

A resolution authorizing a fund to fund transfer to the Fairfield County Family Adult Children First Council for Multi-Youth Committee – 1st payment for the 2023 Allocation - Fairfield County Commissioners

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing fund to fund transfers for Fairfield County Job and Family Services (JFS) –1st Quarter 2023 Allocation - Fairfield County Commissioners

WHEREAS, the Board of Commissioners approved the 2023 Allocations for JFS to be disbursed in quarterly payments,

WHEREAS, it is necessary to transfer the cash to meet obligations; and

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

Section 1. That the transfer of funds in the amount of \$99,587.30 hereby authorized as follows:

From: 12100149 700004 GRF mandated share Public Assist. transfers Out
To: 12201807 439100 Public Assistance Fund transfers in

Section 2. That the transfer of funds in the amount of \$429,660 hereby authorized as follows:

From: 12100149 700003 transfers out, CPS
To: 12207207 439100 Children Services Transfers in

Section 3. That the transfer of funds in the amount of \$56,537.50 hereby authorized as follows:

From: 12100149 700005 CSEA transfers out
To: 12201507 439100 CSEA transfers in

Section 4. That the transfer of funds in the amount of \$48,055 hereby authorized as follows:

From: 12100149 700306 transfers out (DR Court/CPS assigned employee)
To: 12207207 439100 CPS Transfers in

Prepared by: Staci Knisley
cc: Job & Family Services

Signature Page

Resolution No. 2023-01.10.o

A resolution authorizing fund to fund transfers for Fairfield County Job and Family Services (JFS) –1st Quarter 2023 Allocation - Fairfield County Commissioners

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing a fund to fund transfer for the 1st Quarter 2023 Allocation for the Multi County Juvenile Detention Center (MCJDC) -Fairfield County Commissioners

WHEREAS, the Board of Commissioners approved the 2023 Allocation of \$536,000 for MCJDC to be disbursed in quarterly payments, and

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

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

Section 1. That the transfer of funds in the amount of \$134,000 hereby authorized as follows:

From: 12100149 700008 GRF transfers out
To: 73756401 439100 MCJDC transfers in

Prepared by: Staci Knisley
cc: Commissioners' Office, MCJDC

Signature Page

Resolution No. 2023-01.10.p

A resolution authorizing a fund to fund transfer for the 1st Quarter 2023 Allocation for the Multi County Juvenile Detention Center (MCJDC) -Fairfield County Commissioners

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing 2023 Allocations for Lancaster Public Transit, & Fairfield County Municipal Court - Fairfield County Commissioners

WHEREAS, the Fairfield County Board of Commissioners has received requests from various agencies for funding, and

WHEREAS, the Board approved in the 2023 Budget allocations to various agencies; and

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

Section 1. That the Fairfield County Board of Commissioners approves the following allocations:

Lancaster Public Transit - \$175,000
Fairfield County Municipal Court - \$212,000

Section 2. That the Budget Officer for the Board of Commissioners processes the payment.

Prepared by: Staci Knisley
cc: Commissioners' Office

Signature Page

Resolution No. 2023-01.10.q

A resolution authorizing 2023 Allocations for Lancaster Public Transit & Fairfield County Municipal Court - Fairfield County Commissioners

(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 granting Dr. Carri L. Brown, County Auditor, and staff permission to attend (travel).

WHEREAS, pursuant to Section 325.20 of the Ohio Revised Code, Dr. Carri L. Brown, Fairfield County Auditor, is requesting permission for the County Auditor and staff to attend conventions and meetings deemed pertinent to the operation of the County Auditor's Office in 2023,

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

Section 1. That the Fairfield County Board of Commissioners approves this request for Dr. Carri L. Brown, Fairfield County Auditor, and the employees of the County Auditor's Office, to attend conventions and meetings deemed pertinent to the operation of the office, not to exceed the amount appropriated for travel expenses during 2023 and as consistent with Fairfield County policy.

Signature Page

Resolution No. 2023-01.10.r

A resolution granting Dr. Carri L. Brown, County Auditor, and staff permission to attend (travel).

(Fairfield County Auditor- Administration)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to authorize an amendment to the agreement for grant writing services [Economic and Workforce Development]

WHEREAS, there have been reports from cities, villages, and townships about negative economic impacts in lost opportunities, delayed development, or lost revenue, and contracting for professional services for grant writing support and technical assistance supports future economic activity and development; and

WHEREAS, the Fairfield County Commissioners approved a resolution to procure a consultant using up to \$100,000 in contractual services through the American Rescue Plan fiscal recovery fund to provide grant support to local cities, villages, and townships; and

WHEREAS, Hicks Partners was selected through a competitive bidding process to provide grant writing and technical support for cities, villages, and townships through December 31, 2022 at an amount not to exceed \$99,941; and

WHEREAS, Fairfield County and Hicks Partners LLC entered into agreement on November 2, 2021, Resolution 2021-11.02.d, with a signed Purchase of Service Contract for grant writing services and technical assistance and planning support for Fairfield County cities, villages, and townships; and

WHEREAS, Fairfield County and Hicks Partners have agreed to amend the Purchase of Service Contract to include grant writing services for Fairfield County departments including, but not limited to: Emergency Management, Economic and Workforce Development, Engineer's Office, Health Department, Job and Family Services, Sheriff's Office, Regional Planning, Veterans Services, and County Parks; and

WHEREAS, The American Rescue Plan Act was enacted to assist communities with the recovery from the COVID-19 pandemic and these funds will be used to help secure other funds through grants to have a lasting impact on the community.

A resolution to authorize an amendment to the agreement for grant writing services [Economic and Workforce Development]

NOW THEREFORE, BE IT APPROVED BY THE COUNTY ADMINISTRATOR, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That the Fairfield County Commissioners approve the amendment for additional service and expenses for these services from Hicks Partners LLC.

Prepared by: Angel Conrad

**Purchase of Service Contract
Fairfield County
and
HICKS PARTNERS LLC**

This contract is made and entered into this 10/26/2021, by and between the Fairfield County, and HICKS PARTNERS LLC, 21 E. State Street, Suite 2200, Columbus, OH 43215.

1) Purchase of Service(s): Subject to terms and conditions set forth in this contract, FAIRFIELD COUNTY agrees to purchase from, and contractor agrees to furnish to FAIRFIELD COUNTY those specific services detailed in this contract with HICKS PARTNERS. The contractor will provide grant writing services to FAIRFIELD COUNTY cities, villages and townships as specified within this purchase of service contract and as detailed in Attachment A: Grant Writing for Local Townships and Villages proposal.

2) Purpose of Contract: The purpose of this agreement provides that Consultant for grant writing services for the Fairfield County cities, villages and townships will provide technical assistance and planning support through a contract for services to help with problem solving for issues that have arisen from the pandemic and its negative effects to the economy.

3) Contract Period: This contract shall be effective from 10/26/2021 through 12/31/2022. The contract services shall not exceed \$99,941

4) Cost of Services: \$99,941

This Agreement has been entered into on a monthly basis at the rate set forth in the Project Budget. 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). The contract and scope will be reviewed on January 21, 2022 to determine whether the monthly flat fee should continue or whether starting February 1, 2022 the payment criteria and/or scope should change.

5) Invoicing: The contractor will within fifteen (15) days after the end of each month submit original customer service invoice to the FAIRFIELD COUNTY. Each invoice will contain detailed and accurate information. FAIRFIELD COUNTY will review all invoices for accuracy before making payment within thirty (30) days after receipt of invoice.

6) Termination: This contract may be amended at any time by written instrument, agreed to, and signed by all parties. Either party FAIRFIELD COUNTY, or the contractor, HICKS PARTNERS, upon thirty (30) days written notice given by either party to the other may terminate this contract. Upon providing notice of termination, either party shall be responsible for tendering all due and owing fees to the other party that have been incurred prior to and up to the effective date of termination.

7) Conflict of Interest: HICKS PARTNERS agrees that it will not knowingly permit funds to be paid or committed to be paid to any corporation, firm, association, or business in which any of the members of the governing body of the agency, executive personnel, or their immediate families have any direct or indirect financial interest, or in which any of these persons serve as an officer or employee: unless the

services or goods involved are provided at a competitive cost and under terms favorable to the provider. The contractor shall make written disclosure of any and all financial transactions of the contractor in which a member of the board or his/her immediate family is involved. Contractor agrees to the requirements of rule as applicable in the Ohio Administrative Code.

8) Confidentiality: Contractor agrees to comply with all federal and state laws applicable to FAIRFIELD COUNTY and/or customers of FAIRFIELD COUNTY concerning confidentiality of FAIRFIELD COUNTY customers. The contractor understands that any access to the identities of any FAIRFIELD COUNTY consumers shall be as necessary for the purpose of performing its responsibilities under this contract. The contractor agrees that the use or disclosure of information concerning FAIRFIELD COUNTY customers for any purpose not directly related to the administration of this contract is prohibited.

9) Roles and Responsibilities:

- Program Launch
 - Kick-off Meeting: An in-person project “kick-off” meeting that will also be live streamed to introduce the Hicks Partners team to the Fairfield County stakeholders and the goals of the Grant Writing Support Program.
 - Local Meetings: Contact each township, village, and city to schedule a meeting to discuss needs and opportunities. Hold a minimum of 12 individual meetings by January 31, 2022.
 - Survey: Develop and conduct an online stakeholder survey to understand stakeholder priorities and needs by December 31, 2021.
 - Shared Drive and Grants Hub: Develop a central webpage for stakeholders to learn more about the program and access key documents by December 31, 2021.
 - Implement a password protected shared drive for tracking and accountability system for client, communities, Hicks Partners and sub-contractors to deliver high-quality grant applications and communications on time by December 31, 2021.
 - Identify a minimum of five projects by January 31, 2022 that will be submitted for grants.
 - Hold at least one webinar for client communities on Grant Readiness.

- Promote Program and Inform Stakeholders
 - Grant Ready Webinars: Conduct a minimum of two and up to four, “Grant Ready” webinars to assist those stakeholders with limited grant experience.
 - Communicate with each community stakeholder on quarterly basis.
 - Assist individual stakeholders that may need assistance with templates required for registrations (e.g. DUNS, SAM, etc.) as well as general project plan to be responsive to notices of funding opportunity.
 - Regularly participate as an attendee and/or speaker in local meetings such as local trustee and village administrator association, local and/or regional planning, etc. to meet stakeholders, promote the program and identify local projects for grant support.
 - Grant Search: Monitor state and federal funding opportunities and/or requests for application to topics related to client’s interests.

- Grant Alerts: Send stakeholders bi-monthly grant alert emails regarding pending funding opportunities.
- Grant Writing
 - Project Management:
 - Facilitate regular project planning meetings, including creating and distributing agendas and post-meeting action lists.
 - Support local in-house technical teams to provide consultation with regard to grant guidelines and/or requirements, project design, etc.
 - Review and Writing:
 - Review client's draft submittals and strengthen narrative.
 - Work with clients to review all required supporting documents, such as budget, etc.
 - Compliance Review and Editing:
 - Provide detailed copy editing for punctuation, grammar, and typographical errors.
 - Ensure a uniform voice and style throughout the application optimizing readability and flow.
 - If required, assist in communicating with program officers regarding questions related to RFA/NOFO.
 - Conduct a comprehensive compliance review of all application documents based on the application requirements.
 - Submission:
 - Format, upload, and submit all final application documents through the funding agency's portal at least three business days before the deadline.
 - Ensure successful transmission of submitted application by the deadline.
- Reporting & Report Handoff
 - Assist stakeholders with executing grant contract and realization of funding;
 - Advise clients on reporting requirements and processes.
 - Create a grant reporting file online or a hard copy binder for each awarded grant.
- Communication and Reporting
 - Provide written monthly reports to Fairfield County.
 - Participate weekly calls with Fairfield County for the first two months, ultimately transitioning to bi-monthly calls.
 - Meet the week of January 24th, 2022 to review milestones listed above as well as how hours are being allocated by community and adjust contract as needed. Continue to meet quarterly to review.

10) Evaluation and Monitoring: FAIRFIELD COUNTY, with cooperation of HICKS PARTNERS will complete periodic monitoring and review activities as deemed necessary by FAIRFIELD COUNTY to ensure

compliance with the terms of the contract. The continuation of the contract shall be contingent upon the achievement of the objectives contained in the contract.

11) Violation or Breach of Contract Terms: HICKS PARTNERS shall not be relieved of liability to FAIRFIELD COUNTY for damages sustained by FAIRFIELD COUNTY by virtue of any breach of the contract by the contractor. FAIRFIELD COUNTY reserves the right to legal, administrative, and contractual remedies for damages sustained by FAIRFIELD COUNTY by virtue of any breach of the contract by the contractor. FAIRFIELD COUNTY may withhold any compensation from the contractor until the amount of damages due FAIRFIELD COUNTY from the contractor is agreed upon or otherwise terminated.

12) Civil Rights: HICKS PARTNERS agrees that there shall be no discrimination against any customer or any employee because of race, color, sex, religion, disability, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that the contractor will comply with all appropriate federal and state laws regarding such discrimination.

13) Compliance Requirements: HICKS PARTNERS 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 300 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).

14) Indemnity: HICKS PARTNERS will indemnify and hold harmless the Fairfield County Commissioners against any loss, penalties, damage, settlements, costs, professional fees, and/or related expense incurred through the provision of services under this contract. Therefore, FAIRFIELD COUNTY will not be able to enter into any agreement that includes an indemnification clause or other similar language.

15) Retention of Records: HICKS PARTNERS shall retain and make available for audit by Fairfield County, the Auditor of the State of Ohio, Inspector General, or duly appointed law enforcement officials), and agencies of the United States government all records relating to the service provided under this agreement and supporting documentation for invoices submitted to Fairfield County by HICKS PARTNERS for so long as any of the above entities has the right to audit the books and records of FAIRFIELD COUNTY which, in all events should be no less than a minimum of three (3) years after payment under this

agreement. If an audit begins during this period, HICKS PARTNERS shall retain such records until the conclusion of the audit and resolution of all related issues.

16) Equal Employment Opportunity: The provider shall comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375 and supplemented by Department of Labor Regulations.

17) Child Support Enforcement: By executing this contract, provider certifies present and future compliance with any court order for the withholding of support, which is issued pursuant to all sections of 3121 of the Ohio Revised Code.

18) 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.

19) 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.

20) Amendment: This Agreement may be amended only by the express, written agreement of both parties. Only the County Administrator of FAIRFIELD COUNTY may sign an agreement amendment.

a) This Agreement may be terminated in advance of its specified term by either FAIRFIELD COUNTY or the HICKS PARTNERS 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 FAIRFIELD COUNTY shall be to the Deputy County Administrator, 210 East Main Street, Lancaster, Ohio 43130.

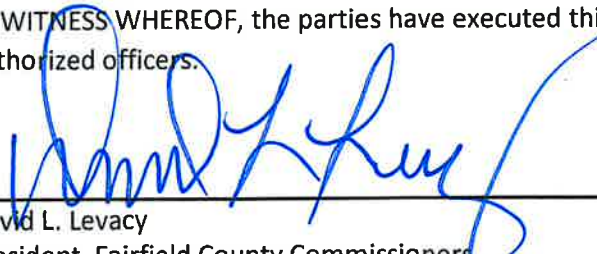
b) Notwithstanding paragraph A above, FAIRFIELD COUNTY may terminate this Agreement immediately upon delivery of written notice to HICKS PARTNERS if FAIRFIELD COUNTY discovers conduct on the part of HICKS PARTNERS involving illegal activities or comprising the health, safety, or welfare of a child.

c) In the event of termination, HICKS PARTNERS 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. FAIRFIELD COUNTY is not liable for costs incurred by HICKS PARTNERS after the effective termination date.

21) 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.

22) 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.

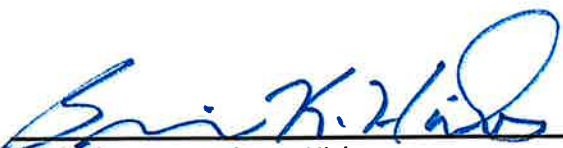
IN WITNESS WHEREOF, the parties have executed this Agreement by affixing the signatures of their duty authorized officers.



David L. Levacy
President, Fairfield County Commissioners

11/2/21

Date



Printed Name: Brian K. Hicks
HICKS PARTNERS

10-25-21

Date

Assistant Prosecuting Attorney
Fairfield County – Electronically approved as to form

Date

Approved by Resolution by the Fairfield County Administrator

Amendment to Purchase of Service Contract between Fairfield County and HICKS PARTNERS LLC

DRAFT SCOPE

General Services:

- Hicks Partners will provide grant writing service to Fairfield County agencies including, but not limited to: Emergency Management, Economic and Workforce Development, Engineer's Office, Health Department, Job and Family Services, Sheriff's Office, Regional Planning, Veterans Services, County Parks, etc.
- Hicks Partners will also be available to assist townships and villages apply for grant funding, with a focus on certain targeted grants where the community can be competitive. Specifically, but not limited to the following:
 - FEMA AFG Grants
 - FEMA SAFER Grants
 - Ohio Dept of Commerce Cemetery Grant
 - ODNR NatureWorks
 - ODNR Land & Water Conservation Fund
 - Leary Firefighters Foundation
 - Firehouse Subs Foundation can apply four times a year
- Hicks Partners will assist the Fairfield Regional Planning Agency with the CDBG Neighborhood Revitalization Grant application to the state. Once a local applicant has been selected by the county, Hicks Partners will assist the applicant with community outreach support, narrative drafting support, detailed copyediting, plus a work with client to review all required supporting documents. The Fairfield Regional Planning Agency will provide the required mapping and data to support the application.

Roles and Responsibilities:

- Program Launch
 - Kick-off Meeting: An in-person project “kick-off” meeting that will also be live streamed to introduce the Hicks Partners team to the Fairfield County stakeholders and the goals of the Grant Writing Support Program.
 - Meetings: Contact County Agencies to schedule a meeting to discuss needs and opportunities. Hold a minimum of 10 individual meetings by February 28, 2023.
 - Survey: Develop and conduct an online stakeholder survey to understand stakeholder priorities and needs by January 31, 2023. This would include county departments and villages and townships.
 - Shared Drive and Grants Hub: Expand a central webpage for stakeholders to learn more about the program and access key documents by January 31, 2023.
 - Hold at least one webinar for County Stakeholders on Grant Readiness.
- Promote Program and Inform Stakeholders
 - Communicate with stakeholder on quarterly basis.

- Assist individual stakeholders that may need assistance with templates required for registrations (e.g. UEI #, SAM, etc.) as well as general project plan to be responsive to notices of funding opportunity.
 - Regularly participate as an attendee and/or speaker in local meetings to meet stakeholders, promote the program and identify local projects for grant support.
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 - Format, upload, and if permitted and/or requested to submit all final application documents through the funding agency's portal at least three business days before the deadline.
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 - Assist stakeholders with executing grant contract and realization of funding.
 - Advise clients on reporting requirements and processes.
 - Create a grant reporting file online or a hard copy binder for each awarded grant.
 - Communication and Reporting
 - Provide written monthly reports to Fairfield County.
 - Participate in bi-monthly calls with county leadership.

- Three months after the engagement commences, Hicks Partners will meet (on or about the week of March 13, 2023) to review milestones listed above as well as how hours are being allocated by community and adjust contract as needed. Continue to meet quarterly to review.

Payment Terms:

- Fairfield County will pay Hicks Partners \$165,000 through 12 monthly installments of \$13,750, beginning in January of 2023 and ending in December of 2023. This includes the cost for the CDBG Neighborhood Revitalization grant application.

**AMENDMENT TO PURCHASE OF SERVICE CONTRACT BETWEEN
FAIRFIELD COUNTY BOARD OF COMMISSIONERS AND HICKS
PARTNERS, LLC**

This Amendment is made and entered into effective upon execution by all parties hereto, by and between Fairfield County Board of Commissioners, a political subdivision of the State of Ohio, (“FCBCC”) and Hicks Partners, LLC (“Hicks”).

BACKGROUND INFORMATION

A. FCBCC issued a Request for Proposals (RFP) to solicit a company to provide grant writing services for Fairfield County cities, villages, and townships due to the American Rescue Plan Act (ARPA) funds that the FCBCC received in 2021. As Hicks submitted the best proposal, FCBCC entered into an Agreement for grant writing services with Hicks on November 2, 2021 (the “Agreement”). The Agreement is attached hereto as Exhibit A

B. The contract period for the underlying Agreement was October 26, 2021 to December 31, 2022. As part of the RFP, the FCBCC retained an option to renew the underlying Agreement.

C. As both parties desire to extend the term of the Agreement, the parties hereby amend Section 3 of the Agreement. The updated scope of services is hereby attached as Exhibit B.

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the FCBCC and Hicks agree as follows:

A. Section 3 is hereby deleted and rewritten as follows:


“2. ***Contract Period:*** This contract shall be effective from January 1, 2023 to December 31, 2023. The contract services amount shall not exceed \$165,000.00. This amount shall be paid in 12 monthly installments of \$13,750.00. This amount includes the cost of the CDBG Neighborhood Revitalization grant application.

B. The document titled “**DRAFT SCOPE**” is attached hereto as Exhibit B and is hereby incorporated by reference into the Agreement.

C. Except as modified herein, all terms, covenants and conditions contained in the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment Between Hicks Partners, LLC, And Fairfield County Board Of Commissioners Agreement as of the last date set forth below.

HICKS PARTNERS, LLC

By: 
Brian K. Hicks, President

Date: 1-4-2023

FAIRFIELD COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Steve Davis

Date: _____

By: _____
Jeff Fix

Date: _____

By: _____
Dave Levacy

Date: _____

ROUTING FORM FOR CONTRACTS

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

- A. Goods and/or Services in excess of \$50,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. Goods and/or Services in excess of \$50,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. The subject matter was exempt from competitive selection for the following reason(s):
1. Under \$50,000
 2. State Term #: _____ (copy of State Term Contract must be attached)
 3. ODOT Term #: _____ (See R.C. 5513.01)
 4. Professional Services (See R.C. 307.86)
 5. Emergency (Follow procedure under ORC 307.86(A))
 6. Sole Source (attach documentation as to why contract is sole source)
 7. Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. Agreement not subject to Sections A-F (explain): _____
- H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
 2. No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 3. Obtained 3 quotes for purchases under \$50,000
 4. Purchase Order is included with Agreement

Signed this _____ day of _____, 20_____.



Name and Title

*** 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.***

Amendment to Purchase of Service Contract between Fairfield County and HICKS PARTNERS LLC

DRAFT SCOPE

General Services:

- Hicks Partners will provide grant writing service to Fairfield County agencies including, but not limited to: Emergency Management, Economic and Workforce Development, Engineer's Office, Health Department, Job and Family Services, Sheriff's Office, Regional Planning, Veterans Services, County Parks, etc.
- Hicks Partners will also be available to assist townships and villages apply for grant funding, with a focus on certain targeted grants where the community can be competitive. Specifically, but not limited to the following:
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Payment Terms:

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ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2023

Page: 1 of 1

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

Purchase Order # 23000726 - 00

Delivery must be made within doors of specified destination.

Expiration Date: 06/15/2024

BILL TO

COUNTY COMMISSIONERS
210 E MAIN STREET
LANCASTER, OH 43130

VENDOR

HICKS PARTNERS LLC
10 W BROAD STREET
COLUMBUS, OH 43215

SHIP TO

COUNTY COMMISSIONERS
210 E MAIN STREET
LANCASTER, OH 43130

Table with columns: VENDOR PHONE NUMBER, VENDOR FAX NUMBER, REQUISITION NUMBER, DELIVERY REFERENCE, DATE ORDERED, VENDOR NUMBER, DATE REQUIRED, FREIGHT METHOD/TERMS, DEPARTMENT/LOCATION, NOTES

PO Requisitioner Name : Staci Knisley
E mail Address : staci.knisley@fairfieldcountyohio.gov

Table with columns: ITEM #, DESCRIPTION / PART #, QTY, UOM, UNIT PRICE, EXTENDED PRICE. Includes GL SUMMARY section.

Invoice Date / / Invoice Amount \$ To Be paid / / Warrant #

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$165,000.00 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: 01/01/2023

Carri L. Brown

Auditor Fairfield County, OH

Purchase Order Total \$165,000.00

01/13/2023

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For Department Use ONLY

Prosecutor's Approval Page

Resolution No.

A resolution to authorize an amendment to the agreement for grant writing services
[Economic and Workforce Development]

(Fairfield County Economic & Workforce Development)

Approved as to form on 1/6/2023 10:37:59 AM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2023-01.10.s

A resolution to authorize an amendment to the agreement for grant writing services
[Economic and Workforce Development]

(Fairfield County Economic & Workforce Development)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to appropriate from unappropriated in a major expenditure object category EMA Funds and a transfer of appropriations [EMA]

WHEREAS, additional appropriations are needed in the major expenditure object category for 2707 Emergency Management Performance Grant Fund; and

WHEREAS, appropriations are needed to cover expenses for 2649 FEMA COVID Public Assistance Grant; and

WHEREAS, an account to account transfer will allow for proper classification of major expenditure object categories where applicable;

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

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:

12270720	\$1,609.00	Capital Outlay
12270720	\$1,133.67	Materials and Supplies
12270721	\$25,000.00	Capital Outlay
12270721	\$19,965.59	Materials and Supplies
12270755	\$0.21	Materials and Supplies

Section 2: That the transfer of appropriations in the amount of \$7,000.00. is hereby authorized as follows:

FROM:	12264980 Contractual Services
TO:	12264980 Capital Outlay

For Auditor's Office Use Only:

A resolution to appropriate from unappropriated in a major expenditure object category EMA Funds and a transfer of appropriations [EMA]

1: 12270720 574000 \$1,609.00 Equipment
 12270720 561000 \$1,133.67 Office Supplies

 12270721 574000 \$25,000.00 Equipment
 12270721 561000 \$19,965.59 Office Supplies

 12270755 561000 \$0.21 Office Supplies

2: From 12264980 530000 Contractual Services
 To 12264980 574000 Equipment

Prepared by: Christy Noland
cc: EMA

Signature Page

Resolution No. 2023-01.10.t

A resolution to appropriate from unappropriated in a major expenditure object category EMA Funds and a transfer of appropriations

(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 authorizing the approval of an advance from the general fund to EMA – Fund 2890 Hazardous Materials Emergency Planning Grant (HMEP)

WHEREAS, a grant has been awarded to the EMA for the planning for events/emergencies that would involve hazardous materials by transportation in the county, and

WHEREAS, an advance of allocations is necessary in the amount of \$21,680.00 for the purpose of paying vendors in a timely fashion, and

WHEREAS, grant monies will be reimbursed as spent, and

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

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

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

DEBIT	1001 090000 General Fund Advance	<\$21,680.00>
CREDIT	2890 223001 HMEP20 Grant Planning	\$21,680.00

SECTION 2. Request that the advance be paid back to the General Fund, no later than December 15, 2023.

Prepared by: Christy Noland (01/05/2023)
cc: EMA
Commissioners – Christina Foster

Signature Page

Resolution No. 2023-01.10.u

A resolution authorizing the approval of an advance from the general fund to EMA – Fund 2890 Hazardous Materials Emergency Planning Grant (HMEP)

(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 authorizing the approval of an advance from the general fund to EMA – Fund 2708 State Homeland Security Grant Program Grant (SHSP) and Appropriate and Increase Certificate

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

WHEREAS, an advance of allocations is necessary in the amount of \$69,462.00 for the purpose of paying vendors in a timely fashion, and

WHEREAS, grant monies will be reimbursed as spent, and

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

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

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

DEBIT	1001 090000 General Fund Advance	<\$69,462.00>
CREDIT	2708 223001 SHSP Grant	\$69,462.00

SECTION 2. Request that the advance be paid back to the General Fund, no later than December 15, 2023.

SECTION 3. Request that the Fairfield County Commissioners Appropriate from Unappropriated funds in the amount of:

\$69,462.00	12270822 Capital Outlay
-------------	-------------------------

For Auditor’s Office Use Only:

1. Increase 12270822 574000 Equipment \$69,462.00.
2. Issue an increase in the Certificate in the amount \$69,462.00 to credit of 2708.
3. Request that the Fairfield County Auditor, on behalf of the Budget Commission, increase receipt line 12270822 433100 Federal Grants in the amount of \$69,462.00.

Prepared by: Christy Noland (3/16/2021)

cc: EMA
Commissioners – Christina Foster

Signature Page

Resolution No. 2023-01.10.v

A resolution authorizing the approval of an advance from the general fund to EMA – Fund 2708 State Homeland Security Grant Program Grant (SHSP) and Appropriate and Increase Certificate

(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 2023 Fairfield County Emergency Operations Plan and signing of the Promulgation Statement.
[EMA]**

WHEREAS, the Fairfield County Office of Emergency Management and Homeland Security has developed an all-hazards emergency operations plan that is in accordance with Section 5502.271 of the Ohio Revised Code, the Robert T. Stafford Act, and the 44 Code of Federal Regulations; and

WHEREAS, a signed Promulgation Statement is a requirement of the plan.

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

Section 1. That the Fairfield County Commissioners approve the attached 2023 Emergency Operations Plan.

Section 2. That the Fairfield County Commissioners shall affix their signatures on the designated lines of the Promulgation Statement.

Prepared by: Tiffany Nash
cc: EMA

FAIRFIELD COUNTY

Emergency Operations Plan (EOP)



PREPARED BY:

Fairfield County Emergency Management & Homeland Security

240 Baldwin Drive, Lancaster, Ohio 43130

740-654-4357

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January 2023

2023 Emergency Operations Plan

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Director's Letter


Welcome to the 2023 Fairfield County Emergency Operations Plan (EOP). The EOP is a comprehensive plan that assists agencies, departments, and jurisdictions to execute a coordinated response for emergencies and disasters that may occur within the county. The EOP establishes lines of authority and organizational relationships. It also outlines responsibilities and information on available resources to assist with the response. In any emergency, life is the number one priority followed by property and the environment.

The plan is not meant to replace responding agencies' standard operating procedures (SOP), but to augment them with the inclusion of other departments that may also have a role in the response. The agencies listed in this document have had the opportunity to provide input creating an effective and comprehensive plan.

The Fairfield County EOP contains two elements:

1. The Base Plan, which outlines the purpose, scope, organization, and operational methods.
2. Annexes, which provide a detailed overview of roles and responsibilities during functional and hazard-specific incidents.

This plan is a living document. It will continue to be updated annually as partners and capabilities change, Fairfield County's needs change, and as we learn through our experiences.



EMA Director Jon Kochis

12/27/2022

Date Signed



Promulgation Statement

Planning for the protection of the community must be a cooperative effort to avert or minimize the effects of natural, technological, or civil disasters. The protection of lives and property depend on the community working together. Elected officials, emergency response and support personnel, and citizens must be aware of potential disasters and be prepared to respond accordingly. Quick and effective response helps the community return to a pre-disaster status with a minimum of social and economic disruption.

The plan is a statement of policy regarding emergency management within Fairfield County. It outlines roles and responsibilities of a variety of response agencies during different disasters or pre-planned events.

This plan was developed pursuant to Sections 5504 and 3750 of the Ohio Revised Code and is effective, once approved by the County Commissioners, in January 2023. This Emergency Operation Plan replaces all previous editions for Fairfield County.

Fairfield County Board of Commissioners

(Steve Davis, Commissioner)

(Date)

(Jeffrey Fix, Commissioner)

(Date)

(Dave Levacy, Commissioner)

(Date)

Promulgation Statement

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Fairfield County Board of Commissioners

Steve Davis, Commissioner

Date

Jeffrey Fix, Commissioner

Date

Dave Levacy, Commissioner

Date

Signature Page

Resolution No. 2023-01.10.w

A resolution to approve the 2023 Fairfield County Emergency Operations Plan and signing of the Promulgation Statement.

(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 Authorize the Use of Force Account by the Fairfield County Engineer.

WHEREAS, Section 5543.19 of the Ohio Revised Code permits the Fairfield County Engineer, when authorized by the Fairfield County Board of Commissioners, to accomplish road work by Force Account.

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 resolves to, and does hereby, authorize the use of Force Account on County and Township roads during the 2023 calendar year, by the Fairfield County Engineer under the provisions of Section 5543.19 of the Ohio Revised Code.

SECTION 2: that the Clerk of this Board furnish one signed copy of this Resolution to the Fairfield County Engineer.

Prepared by: Cheryl Downour
cc: Engineering Department

Signature Page

Resolution No. 2023-01.10.x

A Resolution to Authorize the Use of Force Account by the Fairfield County Engineer.
(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 request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 3434 PLE-29 Bridge Replacement Project

WHEREAS, unanticipated revenue has been collected for Fund 3434; and

WHEREAS, unanticipated funds represent OPWC payment; and

WHEREAS, monies will be used for PID #DQY02 PLE-29 Bridge Replacement

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

SECTION 1: Request that the Fairfield County Auditor appropriate from unappropriated funds in the amount of: \$37,530.02 16343406 Capital Outlay.

SECTION 2: The County Commissioners approve the following expenditure and request the Fairfield County Auditor accomplish the transaction by making the following memo expenditure, impacting appropriation as if a regular County Auditor warrant,

Memo Receipt as referenced:

16343406-433400-75169

Memo Expenditure as referenced:

Vendor: J&J Bridge Co., Inc.

Account #: 16343406-573600-75169 **PLE-29 Bridge Replacement Project**

Amount: \$37,530.02

Paid: 12/14/2022

For Auditor's Office Use Only:

SECTION 1: 16343406-573600-75169

SECTION 3: Issue an Amended Certificate in the amount \$37,530.02 to credit of fund 3434.

SECTION 4: Request that the Fairfield County Auditor, on behalf of the Budget Commission, update receipt line 16343406-433400-75169 in the amount of \$37,530.02.

Prepared by: Julie Huggins
cc: Engineer Office

Applications / Projects

1 Result

APPLICATION / PROJECT ID	ROUND	PROJECT NAME	APPLICANT	COUNTY	DISTRICT NUMBER	PROJECT TYPE	STATUS	SUBDIVISION	APPLICATION / PROJECT SYSTEM ID
DQY02	35	HOC-17 / MAD-13 / PLE-29 Bridge Replacements	Steven A. Davis	Fairfield	17	Bridge/Culvert	Approved	Fairfield County	A/P-SYS-014525

Grants / Loans

1 Result

ASSISTANCE ID	ASSISTANCE TYPE	LOAN NUMBER	DISTRICT	SUBDIVISION	PROJECT NAME	ASSISTANCE AMOUNT	DISBURSED AMOUNT	STATUS
DQY02-0	LTIP		District 17	Fairfield County	HOC-17 / MAD-13 / PLE-29 Bridge Replacements	\$589,835.00	\$552,304.98	Pending

Disbursements

5+ Results • Sorted by [Relevance](#) ▼

[View More](#)

DISBURSEMENT ID	PROJECT ID	SUBDIVISION NAME	STATUS	REQUEST NUMBER	SUBMITTED DATE	EXPENDITURES	OPWC AMOUNT	LOCAL AMOUNT	PROJECT NUMBER
DIS-324106	DQY02	Fairfield County	Paid	8	12/14/2022, 9:44 AM	\$87,129.64	\$37,530.02	\$49,599.62	DQY02
DIS-324107	DQY02	Fairfield County	Reviewed Item			\$0.00	\$0.00	\$0.00	DQY02

Signature Page

Resolution No. 2023-01.10.y

A resolution to request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 3434 PLE-29 Bridge Replacement 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 request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 3445 BER-26 bridge replacement

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

WHEREAS, unanticipated funds represent ODOT payment; and

WHEREAS, monies will be used for PID #104776 BER-26

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

SECTION 1: Request that the Fairfield County Auditor appropriate from unappropriated funds in the amount of: \$343,090.60 16344506 Capital Outlay.

SECTION 2: The County Commissioners approve the following expenditure and request the Fairfield County Auditor accomplish the transaction by making the following memo expenditure, impacting appropriation as if a regular County Auditor warrant,

Memo Receipt as referenced:

16344506-433100-75170

Memo Expenditure as referenced:

Vendor: Double Z Construction

Account #: 16344506-573600-75170 **BER-26**

Amount: \$343,090.60 Paid: 12/13/2022

For Auditor's Office Use Only:

SECTION 1: 16344506-573600-75170

SECTION 3: Issue an Amended Certificate in the amount \$343,090.60 to credit of fund 3445.

SECTION 4: Request that the Fairfield County Auditor, on behalf of the Budget Commission, update receipt line 16344506-433100-75170 in the amount of \$343,090.60.

Prepared by: Julie Huggins
cc: Engineer Office



Notice to ODOT's LPA Subrecipients and External Auditors – November 15, 2021

This payments report cannot be used as the sole source of information for determining Federal funds expenditures to be reported on the LPA's annual Schedule of Expenditures of Federal Awards (SEFA). The LPA and their external auditors are directed to follow the LPA SEFA Reporting Guidance.

This ODOT guidance document recommends procedures for the LPA to follow to ensure accurate SEFA reporting to avoid potential audit findings.

This CMS payments report was originally designed for contractors to obtain payment verification. ODOT has determined that the source data is sufficient for that purpose; however, since the payments data in this report does not distinguish Federal, state, or local funds, it cannot be used as a stand-alone source for verification of SEFA data.

Additionally, this payments report reflects all of ODOT's expenditures on the project and does not identify only those Federal expenditures to be reported by the LPA.

Furthermore, this ODOT payments report does not reflect any project payments made by the LPA that have not yet been reimbursed by ODOT.

For LPA's preparing a cash basis SEFA, the LPA can use the Warrant Date on this ODOT payments report to assign the ODOT payments to contractors to a fiscal year for the LPA's SEFA reporting. However, if ODOT is issuing a reimbursement payment to the LPA, then the LPA's check dates would be used to assign those payments to a fiscal year.

The LPA's copies of invoices submitted to ODOT and the ODOT-LPA Project Agreement should provide support for the Federal share of the project costs.

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

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

The ODOT LPA SEFA Reporting Guidance and an Excel template for tracking of Federal funds expenditures is available at:

<https://www.transportation.ohio.gov/wps/portal/gov/odot/programs/external-audits/audit-lpa/guidance-lpa-sefa>

Please contact DOT.LPAQuestions@dot.ohio.gov with any questions regarding this notice.

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

Vendor Name/Number	Project Nbr	PID Nbr	Estimate Nbr	Process Date	Warrant Date	Amount
DOUBLE Z CONSTRUCTION COMPANY (0000074473)	22N031	104776	22N032-5	12/13/2022	12/19/2022	343,090.60
DOUBLE Z CONSTRUCTION COMPANY (0000074473)	22N031	104776	22N032-4	10/12/2022	10/18/2022	434,652.94

Signature Page

Resolution No. 2023-01.10.z

A resolution to request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 3445 BER-26 bridge replacement

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

Approval of an Amendment to a Subaward to the Fairfield County Family, Adult and Children First Council (FACF) from the the Research Institute at Nationwide Children’s Hospital for State Fiscal Year 2023

WHEREAS, An amendment to a Subaward to the Fairfield County Family, Adult and Children First Council from the Research Institute at Nationwide Children’s Hospital is needed for the provision of the Positive Parenting Program in Fairfield County; and

WHEREAS, the amended Subaward establishes the terms and conditions for funding of \$53,000 under the original agreement; and

WHEREAS, this amendment would be effective for services provided from July 1, 2022 through June 30, 2023; and

WHEREAS, the Prosecuting Attorney has reviewed and approved the proposed amendment to the Subaward as to form; and

NOW THEREFORE, BE IT APPROVED BY THE COUNTY ADMINISTRATOR, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That the County Administrator is authorized to sign the amendment to the Subaward as the administrative contact on behalf of the Board of Commissioners, Administrative Agent for the Family, Adult and Children First Council.

Prepared by: Dumitru Sabaiduc, FACFC Executive Director

Attachment 1
Certifications and Assurances

Subaward Number:

Debarment, Suspension, and Other Responsibility Matters

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

Audit and Access to Records

Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. If Subrecipient is not required to have a Single Audit, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Attachment 2

Award Terms and Conditions

Subaward Number

Special Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. **Copyrights:** Subrecipient grants to Pass-Through Entity an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases first developed and delivered under this Subaward Agreement solely for the purpose of and only to the extent required to satisfy PTE PI's needs under the study protocol.
 2. **Data Rights:** Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's PIs needs under the study protocol or scope of work.
 3. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Administrative Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
 4. **No Automatic Carryforward:** Subrecipient must send carryforward requests to Pass-Through Entity's Administrative contact with detailed budget.
 5. **Assignment:** This Subaward Agreement is personal to the parties and cannot be assigned, delegated or otherwise transferred without the written consent of both parties.
 6. **Record Retention:** All pertinent records and books of accounts related to this Subaward Agreement in possession of the Subrecipient shall be retained for a period of three (3) years after the conclusion of the Subaward Agreement.
 7. **Audit of Books:** Notwithstanding any other conditions of this Subaward Agreement, the books and records pertaining to this agreement of the Subrecipient shall be made available upon request, at the Subrecipient's regular place of business, for audit by personnel authorized by the Pass-Through Entity. Records relating to any litigation or claim arising out of the performance of this Subaward Agreement or costs and expenses to which exception has been taken as a result of audit and/or inspection, shall be retained by the Subrecipient until such litigation, claim or exception has been resolved.
 8. **Confidentiality:** Subject to applicable public disclosure laws, each party shall maintain the confidentiality of any information provided to it by the other party that is identified as confidential or can reasonably be regarded as confidential and shall take precautions that are at least as protective of its own information to prevent the unauthorized disclosure or use of such confidential information. The obligations of this section shall not apply (i) to any disclosure required by law (provided that the receiving party first notify the disclosing party and the parties agree to a mutually satisfactory way to disclose such information as necessary for its limited purpose), (ii) to information that is now or subsequently becomes generally available to the public through no fault or omission of the receiving party, (iii) to information that is known to the receiving party at the time of disclosure as shown by its prior written records, (iv) if information is provided on a non-confidential basis to the receiving party by a third party with the legal right to do so, or (v) information that is independently developed by the receiving party without the use of the Confidential Information as evidenced by written documentation. The foregoing obligations of confidentiality shall continue for five (5) years after the termination of this Agreement.
 9. **Entire Agreement:** This Subaward Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement. To the extent there is any conflict between this Agreement and the terms and conditions of any purchase order (if applicable) submitted under this Agreement, this Agreement shall govern.
-

Work Involving Human or Vertebrate Animals (Select Applicable Options)

No Human or Vertebrate Animals

Human Subjects Data (Select One)

Additional Terms

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number:

PTE Information

Entity Name:

Legal Address:

Website:

PTE Contacts

Central Email:

Principal Investigator Name:

Email:

Telephone Number:

Administrative Contact Name:

Email:

Telephone Number:

COI Contact email (if different to above):

Financial Contact Name:

Email:

Telephone Number:

Email invoices? Yes No Invoice email (if different):

Authorized Official Name:

Email:

Telephone Number:

PI Address:

Administrative Address:

Invoice Address:

Attachment 3B
Research Subaward Agreement
Subrecipient Contacts

Subaward Number:

Subrecipient Information for FFATA reporting

Entity's UEI Name:

EIN No.: Institution Type:

UEI: Currently registered in SAM.gov: Yes No

Parent UEI: Exempt from reporting executive compensation: Yes No (if no, complete 3Bpg2)

Place of Performance Address
This section for U.S. Entities: Congressional District: Zip Code [Look-up](#):

831 College Avenue, Suite C, Lancaster, Ohio 43130

Subrecipient Contacts

Central Email:

Website:

Principal Investigator Name:

Email: Telephone Number:

Administrative Contact Name:

Email: Telephone Number:

Financial Contact Name:

Email: Telephone Number:

Invoice Email:

Authorized Official Name:

Email: Telephone Number:

Legal Address:

210 E. Main Street, Lancaster, Ohio 43130

Administrative Address:

831 College Avenue, Suite C, Lancaster, Ohio 43130

Payment Address:

831 College Avenue, Suite C, Lancaster, Ohio 43130

Attachment 4
Reporting and Prior Approval Terms

Subaward Number:

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

Monthly technical/progress reports will be submitted to the PTE's _____ within _____ days of the end of the month.

Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's _____.

Annual technical / progress reports will be submitted within _____ days prior to the end of each budget period to the PTE's _____. Such report shall also include a detailed budget for the next Budget Period, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.

A Final technical/progress report will be submitted to the PTE's _____ within _____ days of the end of the Project Period or after termination of this award, whichever comes first.

Technical/progress reports on the project as may be required by PTE's _____ in order for the PTE to satisfy its reporting obligations to the Sponsor.

Prior Approvals:

Carryover:

Other Reports:

Property Inventory Report specific requirements below.

Additional Technical and Reporting Requirements:

<p>Attachment 5 Statement of Work, Cost Sharing, Indirects & Budget</p>
--

Statement of Work

Below Attached, pages

Budget Information

<p>Indirect Information Indirect Cost Rate (IDC) Applied %</p> <p>Rate Type:</p>	<p>Cost Sharing</p> <p>If Yes, include Amount: \$</p>
---	--

Budget Details

Below Attached, pages

Budget Totals

Direct Costs \$

Indirect Costs \$

Total Costs \$

All amounts are in United States Dollars

Fairfield County Family and Children First Council
OCTF Triple P Grant Activities and Budget
July 1, 2022 through June 30, 2023

The Abigail Wexner Research Institute at Nationwide Children's Hospital (NCH) is funded by the Ohio Children's Trust Fund's (OCTF's) Central Ohio Regional Prevention Council/Department of Health and Human Services to implement the Positive Parenting Program Partnership (Triple P). This programming is to be provided by certified Triple P facilitators also trained in Motivational Interviewing to target families with caregivers of children ages birth through eight, especially families at higher risk for substance abuse.

Service targets include measurable change in protective factors:

- Family Functioning/Resiliency,
- Social Emotional Support,
- Nurturing and Attachment,
- Child Development/Knowledge of Parenting, and
- Concrete Support

NCH has committed to a sustainable, accessible model of evidence-based parenting programs for all 13 counties, and your participation will be part of the overall implementation strategy to ensure and increase access to services delivered by local community providers.

Services

Services include:

- developing collaborative relationships with early childhood, parenting, mental health and substance abuse system and provider agencies,
- marketing and recruitment of parents,
- developing strategies to reach at risk populations and increase engagement,
- identifying barriers/needs and assist families with accessing community resources and treatment (if needed),
- providing parenting groups,
- ensuring outcome measures are completed, and
- participating in regular, ongoing supervision/consultation/mentoring with the NCH Program Manager/Supervisor

Participant Criteria

- Age – This program will target parents of children age birth through 8. However, any participant with a child ages birth through 12 is eligible (Triple P is evidence-based for this population). Future parents/caregivers (e.g., expecting parents, babysitters, kinship) are welcome to Level 3 Discussion Groups.
- Level 4 & Primary Care – To be eligible, a participant must spend significant time with their child most days of the week. This is to ensure they will be able to practice the skills being taught.
- Outcomes surveys must be complete for any participant to be counted.
- Child Protective Services – A participant paid for by OCTF cannot be the substantiated perpetrator of abuse/neglect (past or current) or the alleged perpetrator in an open case.

- This is determined by the answer to the question about involvement with CPS on the Protective Factors Survey.
 - If they mark Yes, then the participant is NOT eligible – UNLESS you ask additional questions to determine that they do not actually meet the criteria listed above. To invoice for this participant you will need to email Kate Roush with the rationale for why the participant is eligible within 30 days of services beginning.
 - For example, non-offending parents, Alternative Response, kinship are all eligible participants
 - If they mark Yes and you do not clarify to make them eligible (which you would note on your sign-in sheet and maintain for your records), then:
 - You cannot invoice for this participant.
 - They can stay in the class, and the cost of the workbook will be covered by our NCH ECMH Whole Child Matters funding

Implementation and Deliverables

You agree to implement a model of services that provides residents throughout your assigned county of Fairfield County ongoing access to the parenting programs throughout the year.

- Level 3 (2-hour) Discussion groups will be provided in each county regularly; your expected number of Level 3 Discussion Groups are to be spread relatively equally across the SFY. You are encouraged to provide all five Level 3 topic areas, however, you may individualize for setting, partner and county needs. Review your selection of Level 3 group topics with the NCH supervisor during site visits/PASS group
- Level 4 Group (8-week) series will be provided in each county regularly and are to be spread relatively equally across the SFY.
- Primary Care will be provided in both brief and standard formats. Follow-up sessions will be offered to all Primary Care participants. Access to this 1:1 Triple P service will be provided in each county regularly and is to be spread relatively equally across the SFY.
- Flex Participants. Flex Participants allows flexibility to reach deliverable goals via the Triple P Level that best meets the needs of your community/county.
- Triple P Online (TPOL) codes will be available statewide via OCTF. Facilitators will be given instructions on how to help caregivers access these free codes when they have barriers to completing in-person to telehealth Level 4 groups. As a Triple P partner, you will be eligible to provide coaching for TPOL participants in your county (additional funding for those coaching sessions forthcoming).

Modifications to the schedule may be considered based on local decision/s requested by the county leaders/providers, at the discretion of NCH.

Effective July 1, 2022 through June 30, 2023, the following minimum number of participants will be served:

County	Level 3 Groups	Level 3 Participants	Level 4 Series	Level 4 Participants	Primary Care Participants	Flex Participants	Total
Fairfield	12	36	5	30	9	10	85

An additional 15 participants will need to be reached via Triple P Teens, which will be offered in a separate contract.

If you do not reach the minimum number of participants after holding the required number of groups, you are responsible for providing additional groups until the expected number of participants are served. If the minimum number of groups and/or participants are reached prior to the end of the SFY23 year (June 30, 2023), you will still be required to run a minimum number of groups each month remaining in the year.

Providers are expected to focus on and implement strategies that support access to services throughout their assigned counties, recruit participants most at risk for substance abuse, and engage/support participants' completion of content and surveys. NCH will continue to provide training and technical assistance, formal peer supervision, Early Childhood Mental Health (ECMH) and trauma-informed expertise; in addition, NCH will monitor and ensure fidelity.

NCH will facilitate a meeting with the county prevention council member(s) and the identified provider(s) for Triple P in their county to review both the local implementation, progress and barriers as well as the development of local, individualized county-specific targets and plans for 2023 & future years.

Training

Triple P Training and certification in Level 3 Primary Care, Level 3 Discussion Group and Level 4 Group is required. This training may be available at no cost to new facilitators when OCTF funds are available. Triple P facilitators are also required to complete initial training (3 hours) in Motivational Interviewing (provided at no cost by NCH staff) and a minimum of three MI & Triple P booster sessions annually.

Learning Period and Co-Facilitation

- New facilitators will be required to co-facilitate groups with NCH ECMH clinical staff for a minimum learning period:
 - At least 4 Level 3 groups, of different topics, and 2 case presentations at the peer supervision learning community meetings
 - At least 2 Level 4 8-week series (just weeks 1-4)
 - At least 2 Primary Care sessions (i.e., 1 initial and 1 follow-up session)
 - This may be satisfied via telehealth options or role play with NCH when travel is a barrier
 - Additional co-facilitation can be requested by the provider or the Triple P Program Coordinator, in discussion with provider/supervisor.
- Progress on co-facilitation experiences are to be tracked by the partner agency and reported in the quarterly report. Failure to complete this learning period may result in termination or non-renewal of the contract.

Ongoing Supervision and Fidelity

Triple P Learning Community

- You are part of the Central Ohio NCH Triple P learning community. As a partner, feedback, suggestions, ideas are welcomed and encouraged.

- Facilitators will attend Triple P Partner Learning Community (PASS) meetings
 - Attendance at one monthly PASS meeting is expected of each facilitator providing groups.
 - Multiple dates are scheduled each month for SFY23. Most PASS meetings will be hosted on Zoom; If conditions allow there will be one region wide, mandatory PASS meeting held in person.
 - Triple P certified facilitators are to attend a minimum of 10 PASS sessions a year; at least one of these shall be in person.
 - All Triple P certified facilitators will attend one region-wide PASS meeting annually.
 - Each partner is expected to facilitate at least one PASS meeting each year.
 - Each facilitator is expected to present a case study at one PASS meeting each year.
- Triple P Session Checklists and Fidelity measures are to be completed for every Triple P service provided. Facilitators are responsible for storing these forms and providing them upon request from NCH. Review of fidelity and checklists will be part of routine meetings with NCH for facilitator development.

Outcome Measures

- You must collect all outcome measures for each group and submit those via REDcap. You must securely store any paper copies of outcome measures collected and provide those at the end of the SFY to Kate Roush.
- Outcome Tools by Triple P service:
 - Sign In and Facilitator Summary sheets must be completed and/or uploaded in REDcap (or submitted monthly).
 - Level 3 groups:
 - Sign In Sheet
 - OCTF Parent Intake
 - Discussion Group Satisfaction Survey
 - Level 4 Groups:
 - Sign In Sheet
 - OCTF Parent Intake
 - Pre-Post measures (at Session 1 and Session 8)
 - Protective Factors Survey 2,
 - Brief Child Abuse Potential Inventory
 - Level 4 Client Satisfaction Survey
 - Primary Care:
 - Primary Care Individual Contact Log
 - OCTF Parent Intake,
 - Parent Experiences Survey (Pre/Post)
 - Primary Care Client Satisfaction Survey (Post)
 - Post done at Session 2 for Brief PC
 - Post done at Session 3 for Standard PC
- Formal Evaluation:
 - The Central Ohio Regional Prevention Council (CORPC) has contracted with The Ohio State University (OSU) and University of Michigan to complete an external evaluation of Triple P. Included in each outcome packet is a consent form to link participant data with

the Statewide Automated Child Welfare Information System (SACWIS). This form is not required for participation; however, the facilitator is required to document consent or the decline of consent on each participant.

- As part of their Redcap Surveys, participants are asked if they would be willing to be contacted to complete a qualitative interview by the evaluation team. Participants who are willing, will be contacted by phone to answer questions about their experience in Triple P. Triple P facilitators will also be contacted by OSU to complete an interview about their experience in the program; participation in these interviews is expected.

You agree to adhere to the ‘Confidentiality and Technology Use Agreement’ as well as the ‘HIPAA Authorization to Use and Disclose Information’ to protect participant information.

Reimbursement

Provider will receive up to \$53,000.00 for service implementation as follows:

Activity	Budget
Personnel Program Coordinator and facilitator: 832 hours up to wage and fringe \$38.55 inclusive rate=\$32,073.60 Program Executive Director and Fiscal Officer: 270 hours up to wage and fringe \$49.13 inclusive rate=\$13,265.10	\$45,338.70
Mileage: Must be a state of Ohio rate	\$0.00
Marketing	\$2,500.00
Incentives (food and beverage) *cannot exceed 5% of total budget Incentives to Promote Family/Parent Engagement *Incentives are allowed up to \$10 per session, per participant.	\$2,000.00
Up to 15% Administrative Fee	\$3,161.30
Total	\$53,000.00

Efforts to reduce barriers to Triple P attendance, participation and retention are strongly encouraged. NCH will provide technical assistance on strategies for use of incentives, including self-care and family well-being items, transportation and childcare. Please reference the ‘Allowable and Unallowable Expenditures Guidelines’ for further information.

NCH will provide the following at no cost:

- A set of MI books for each county;
- All Triple P participants handouts/workbooks; and
- Marketing and recruitment support, including strategy guides, tips and templates. Some printed material will be provided by NCH at no cost.

All marketing materials require pre-approval by NCH and OCTF.

Invoices and Quarterly reports

- NCH requests monthly invoicing at around the same time that you provide your stats to Kathleen Roush. Please contact us if this is an issue.
- Provider will complete a quarterly report (attached), which are due 10/15/2022 for the time period of 7/1/22 to 9/30/22; 1/15/2023 for the time period of 10/1/22 to 12/31/22; 4/15/2023 for the time period of 1/1/23 to 3/31/23; and 7/15/2023 for the time period of 4/1/23 to 6/30/23. These shall be sent to Kathleen.roush@nationwidechildrens.org and NCH CORPC coordinator, Kayla Zimpfer, kayla.zimpfer@nationwidechildrens.org. These reports will be shared with your OCTF CORPC council representatives each quarter.
- Progress toward targets will be discussed at the end of 2nd Quarter. During SFY23 3rd quarter, each provider will formally review their plan to meet the expected deliverables and use of their award and communicate that with NCH (Kris West or Kate Roush). The proposed plan for 4th quarter (including final schedule of activities) is to be provided to NCH in the 3rd quarter report.

Attachment 6

Sponsor Award and any additional documents

The following pages include the award and if applicable any additional documentation referenced throughout this Subaward.

Not incorporating the award or any additional documentation to this Subaward.

OHIO CHILDREN'S TRUST FUND GRANT AGREEMENT

G-2223-22-0246

RECITALS:

This Grant Agreement (Agreement) between the Ohio Children's Trust Fund (OCTF) and the Research Institute at Nationwide Children's Hospital (GRANTEE) is created pursuant to the Grant awarded by OCTF to GRANTEE. GRANTEE hereby accepts the Grant and agrees to comply with all the terms and conditions set forth in this Agreement. Pursuant to Ohio Revised Code (ORC) Section 3109.16, the Ohio Department of Job and Family Services (ODJFS) is the administrative entity for OCTF.

The information below is referred to herein in accordance with Title 2 of the Code of Federal Regulations (CFR), Section 200.331:

SUBGRANTEE's Data Universal Numbering System (DUNS) number is 147212963.

The Subgrant is made pursuant to the Community-Based Child Abuse Prevention grant, awarded by the United States Department of Health and Human Services on May 12, 2021, for the performance period of October 1, 2020 to September 30, 2025.

The total amount of this federal award to OCTF is [REDACTED]. The total amount of funds awarded to SUBGRANTEE is [REDACTED] in SFY 2022.

The federal contact is Sona Cook, Grants Management Officer, sona.cook@acf.hhs.gov, 214-767-2973.

The Catalogue of Federal Domestic Assistance (CFDA) number is 93.590.

The Federal Award Identification Number (FAIN) is 21010HBCC6.

This Agreement is not for research and development purposes.

The federal award project description for this Agreement is summarized as follows: Community-Based Child Abuse Prevention Grants (States and Territories) Supplemental Funding American Rescue Plan Act of 2021. In accordance with the Federal Funding Accountability and Transparency Act (FFATA), the full project description can be obtained at <http://usaspending.gov>, under the Federal Award Title.

- A. ODJFS, on behalf of OCTF, issued a Request for Grant Application (RFGA) titled OCTF Regional Prevention Coordinators, numbered JFSR2021228201, and dated December 4, 2020, which is hereby incorporated by reference.
- B. The OCTF application review team recommended for award the Application of GRANTEE, which is hereby incorporated by reference.
- C. In the event of any inconsistency or ambiguity between the provisions of the RFGA, the Application or this Agreement, the provisions of this Agreement will determine the obligations of the parties. In the event that this Agreement fails to clarify any inconsistency or ambiguity between the RFGA and the Application, the RFGA will determine the obligations of the parties. In the event of a disputed issue that is not addressed in any of the aforementioned documents, the parties hereby agree to make every reasonable effort to resolve the dispute in keeping with the objectives of this Agreement and the budgetary and statutory constraints of OCTF.
- D. Key personnel that are identified by the GRANTEE as critical to the success of the Agreement may not be removed without a reasonable notice to OCTF, and replacements will not be made without OCTF approval.

ARTICLE I. PURPOSE; GRANT ACTIVITIES

In accordance with Ohio Revised Code (ORC) 3109.17 through 3109.179 and corresponding Ohio Administrative Code (OAC) rules, this Agreement allows GRANTEE to serve as the Regional Prevention Coordinator for the Ohio Children's Trust Fund's (OCTF) Central Ohio Regional Prevention Council (Council). The Central region includes the

following counties: Crawford, Delaware, Fairfield, Fayette, Franklin, Knox, Licking, Madison, Marion, Morrow, Pickaway, Richland, and Union County. GRANTEE will perform its responsibilities under this Agreement, which are summarized as follows:

State Fiscal Year 2022 Grant Activities

- A. Serving as the lead entity in this region, GRANTEE is responsible for planning and facilitating the Council meetings that will convene, at minimum, quarterly at the call of the selected Chairperson, beginning in the 1st quarter of State Fiscal Year (SFY) 2022. Responsibilities for administration of the Council are as follows:
1. Designate an individual to serve as the Council liaison, who will attend all Council meetings. GRANTEE shall submit this name in writing to the OCTF no later than 2 weeks prior to the first Council meeting in the 1st quarter of SFY 2022;
 2. Responsible for being informed of all relevant Ohio Revised Code and Ohio Administrative Code sections governing the operation of Council meetings and ensuring compliance with these sections in administration of the meetings;
 3. Manage all logistics of Council meetings, including securing meeting space and audiovisual and technology needs; convening Council members; preparing, printing and copying meeting materials; attending all meetings; ensuring that meetings are convened by the Council Chairperson or vicechair, taking meeting minutes, tracking Council member attendance, and reporting Council matters to the OCTF Agreement Manager;
 4. Contact current Council members as appointed by the region's board of county commissioners or the OCTF Board to engage members in the ongoing work of the Council and workgroups. GRANTEE is responsible for collecting information from Council members as it pertains to the completion of other Subgrant activities, as well as to strengthen the relationships between the coordinating entity and county prevention specialists;
 5. Orient and onboard new Council members within 30 days of appointment either in person or via conference call. The new Council members will be provided with information pertaining to the OCTF and the Council, their roles and responsibilities by serving on the Council, a project status update as it relates to the Council's current implementation of tasks and services, and any other pertinent items deemed necessary by the OCTF;
 6. Ensure all Council business transactions are conducted as public meeting. Public notice of meetings must specify the time and place of the meetings;
 7. Conduct the first Council meeting no later than the 1st quarter of the SFY 2022. At the conclusion of the 4th quarter Council meeting in SFY 2022, a schedule of subsequent meetings must be provided to the OCTF through SFY 2023 detailing proposed dates and times of meetings no later than 3 months prior to the first meeting beginning in SFY 2023;
 8. Administer a pre-collaboration survey to any new Council members. A post collaboration survey will be administered during the 4th quarter of SFY 2022 to all Council members. The OCTF will provide the survey tool to utilize for this requirement. GRANTEE is responsible for entering the data from these surveys into the OCTF's online system within 30 days of collection of the annual survey and must be finalized before the end of the 1st quarter of the subsequent State Fiscal Year; and,
 9. Ensure Council members are informed about the work of the Council and its workgroups through its communication strategy. The communication strategy is inclusive of emails, newsletters, etc. This will be accompanied with a directory of the region's prevention specialists to share with Council members. The communication strategy and directory will last through the duration of the Agreement period.
- B. GRANTEE will plan and facilitate the Council's workgroup meetings which will include at a minimum the prevention plan workgroup. A needs assessment workgroup may convene on an as needed basis to update and monitor data as part of the needs assessment processes conducted by the state, as well as to provide guidance on monitoring vendor data for the Prevention Plan (Plan). Other workgroups may convene as needed to inform the work in the region. These meetings will occur as needed in order to complete the assigned tasks of the workgroup(s). Responsibilities for administration of the Council workgroup(s) are as

follows:

1. Designate an individual from GRANTEE to serve as the liaison for each workgroup, who will attend all workgroup meetings. GRANTEE shall submit this name in writing to the OCTF no later than 2 weeks prior to the first workgroup meeting in SFY 2022;
 2. Submit workgroup assignments to the OCTF as new members join the workgroup(s). Council members are to self-select into a workgroup and the workgroup roster must be submitted to the OCTF within one month after the workgroup's roster has been revised;
 3. Manage all logistics of convening workgroups, including securing meeting space and audiovisual and technology needs; convening workgroup members; preparing, printing and copying workgroup meeting materials; attending all workgroup meetings; ensuring that meetings are convened by the workgroup chairperson or vice chair, taking workgroup meeting minutes, tracking workgroup member attendance, and reporting workgroup matters to the OCTF; and,
 4. Inform the OCTF of progress of workgroups and completion of tasks as requested by OCTF staff.
- C. GRANTEE is responsible for selecting the Chairperson of the Council who will serve as a non-voting member. As a vacancy for Council Chairperson arises due to completion of term limit or upon resignation of chairperson duty, GRANTEE will:
1. Select an individual from the current Council members as appointed by the region's boards of county commissioners or OCTF board appointed members;
 2. Submit to the OCTF the name of the individual selected as the Council Chairperson as well as a listing of the individual's qualifications;
 3. Subsequent selection of the Regional Prevention Council Chairperson will occur every three (3) years, or upon vacancy of the position, whichever is earlier; and,
 4. Select an individual from the current Council members as appointed by the region's boards of county commissioners or OCTF board appointed members to serve as Vice Chair, who will preside in the event of the absence of the Chairperson or upon the request of the Chairperson.
- D. In accordance with ORC 3109.174, GRANTEE will work with council members to develop and write the Regional Child Abuse and Child Neglect Prevention Plan (Plan) based on the OCTF Board guidelines. The Plan will be comprised of child abuse and child neglect prevention programs and/or services that have been identified as recommended as part of strategies that align with the region's prioritized needs informed by the regional needs assessment data. GRANTEE, in collaboration with the Council, will develop budgets for each strategy(ies) and specific program(s) based on the OCTF Board's allocation of funding to the region and submit them as part of the Plan. Specifically, the GRANTEE will be required to:
1. Implement the OCTF Board approved SFY 2022 Plan by selecting and independently entering into sub-grant agreements with service providers to complete the activities and strategies of the Plan Section D. Proposed Strategies, Activities, Objectives and Intended Outcomes. GRANTEE is required to do the following:
 - a. Enter into independent sub-grant agreements with service providers on behalf of the Council to implement the Plan and ensure one or more services are available to all counties in the region;
 - b. Ensure that service providers adhere to the fidelity of the approved Plan;
 - c. Track and monitor the numbers of individuals directly and indirectly served for each strategy that is encompassed in the Plan, including demographic information of individuals;
 - d. Ensure required assessments and intake forms are distributed and completed by program participants, as able and applicable. Monitor and ensure data is entered into the OCTF's online reporting system on a regular basis;
 - e. Ensure that service providers include the OCTF logo on all outreach and marketing material developed and acknowledge the OCTF as the funding source at events and as part of all promotional material; and,

- f. Monitor service provider performance and report results and outcomes back to the Council during Council meetings on an at minimum quarterly basis.
 - g. Provide concrete support items from among the approved concrete support items, Attachment C, to up to 97 participants receiving prevention plan services. SUBGRANTEE shall allocate concrete support funds to existing prevention plan service providers. Participants must be enrolled in services funded via the prevention plan and all other resources in the region (ECSI, HV, etc.) must be exhausted first, as applicable. Participants taking part in multi-session Triple P shall be eligible for up to \$400 in concrete supports. SUBGRANTEE must utilize the Concrete Support Tracking Form for all participants receiving concrete supports.
 2. Develop the region's SFY 2023 Child Abuse and Child Neglect Prevention Plan renewal pursuant to application guidelines as established by the OCTF Board utilizing results from the region's comprehensive needs assessment as well as developing a detailed budget in alignment with the predetermined funding allocation provided by the OCTF Board. This includes the following:
 - a. Ensure the SFY 2023 Plan provides services to persons throughout every county in the region of various social and economic backgrounds, addresses child abuse and child neglect prevention, and promotes strengthening families' protective factors and improving child well-being;
 - b. Make evident that the Plan demonstrates how it maximizes participation of vulnerable populations, including a description of service provider outreach activities that the applicant will monitor to maximize the participation of parents, racial and ethnic minorities, children and adults with disabilities, homeless families and those at risk of homelessness, unaccompanied homeless youth, adult former victims of child abuse and neglect or domestic violence, members of other underserved or underrepresented groups, fathers, and any other special populations that meet local needs;
 - c. Develop a program implementation timeline that details how the activities and strategies will be implemented over the course of the funding period;
 - d. Identify the outcomes to be achieved via each strategy as well as the measurement tools that will track each outcome, ensuring that tools are validated, and systems are in place to maintain and monitor participant assessments and data logs where results can be compared and analyzed. Prior approval must be received in order to utilize any locally developed evaluation design(s) and/or instrument(s) that will be incorporated as a mechanism to measure program outcomes;
 - e. Submit in February 2022, or a date determined by the OCTF Board, the Plan to be implemented for SFY 2023. Serving as the Regional Prevention Council's administrative agent, in accordance with ORC 3109.174, GRANTEE shall draft and submit the council approved Plan on behalf of the Regional Prevention Council; and,
 - f. In accordance with ORC 3109.175, execute the OCTF Board approved Plan upon notification of approval, or amend the Plan as requested by the OCTF Board.
- E. GRANTEE must develop a logic model and theory of change to accompany the renewal Plan for SFY 2023 that is in alignment with the OCTF's statewide logic model. Specifically, GRANTEE will:
 1. Define the long-term, intermediate-term and short-term outcome measurements to be achieved and monitored throughout the duration of the proposed Central Ohio Regional Child Abuse and Child Neglect Prevention Plan;
 2. Make evident that needs identified in the need's assessment are addressed and tied to outcomes listed in the logic model;
 3. Establish criteria and measurement tools that will track achievement of outcomes; and,
 4. Submit the Central Ohio Regional Child Abuse and Child Neglect Prevention Logic Model to the OCTF along with the Plan on an annual basis.

- F. GRANTEE must engage parents and integrate parent participation and leadership throughout the work of the Council as it relates to child abuse and child neglect prevention. Specifically, GRANTEE will:
1. Utilize the qualitative analysis of Triple P participants to inform the Council of parent feedback on programming. The ECMH Department will utilize this information in PASS meetings to provide with Triple P facilitators; and,
 2. Engage approximately 3 parents to provide direct feedback to the project leads around implementation. This will consist of 2 meetings per vendor (a total of 4 meetings) on an annual basis. The parent will have opportunities to discuss strengths, areas of growth, etc of programming. These individuals will be invited to attend a Council meeting where appropriate as well as offer feedback when altering the prevention plan where appropriate.

State Fiscal Year 2023 Grant Activities

- G. Serving as the lead entity in this region, GRANTEE is responsible for planning and facilitating the Council meetings that will convene at minimum quarterly at the call of the selected Chairperson, beginning in the 1st quarter of SFY 2023. Responsibilities for administration of the Council are as follows:
1. Designate an individual to serve as the Council liaison, who will attend all Council meetings. GRANTEE shall submit this name in writing to the OCTF no later than 2 weeks prior to the first Council meeting in the 1st quarter of SFY 2023;
 2. Responsible for being informed of all relevant Ohio Revised Code and Ohio Administrative Code sections governing the operation of Council meetings and ensuring compliance with these sections in administration of the meetings;
 3. Manage all logistics of Council meetings, including securing meeting space and audiovisual and technology needs; convening Council members; preparing, printing and copying meeting materials; attending all meetings; ensuring that meetings are convened by the Council Chairperson or vice chair, taking meeting minutes, tracking Council member attendance, and reporting Council matters to the OCTF Agreement Manager;
 4. Contact current Council members as appointed by the region's board of county commissioners or the OCTF Board to engage members in the ongoing work of the Council and workgroups. GRANTEE is responsible for collecting information from Council members as it pertains to the completion of other Subgrant activities, as well as to strengthen the relationships between the coordinating entity and county prevention specialists;
 5. Orient and onboard new Council members within 30 days of appointment either in person or via conference call. The new Council members will be provided with information pertaining to the OCTF and the Council, their roles and responsibilities by serving on the Council, a project status update as it relates to the council's current implementation of tasks and services, and any other pertinent items deemed necessary by the OCTF;
 6. Ensure all Council business transactions are conducted as public meeting. Public notice of meetings must specify the time and place of the meetings;
 7. Conduct the first Council meeting no later than the 1st quarter of the SFY 2023. At the conclusion of the 4th quarter Council meeting in SFY 2023, a schedule of subsequent meetings must be provided to the Ohio Children's Trust Fund through SFY 2024 detailing proposed dates and times of meetings no later than 3 months prior to the first meeting beginning in SFY 2024;
 8. Administer a pre-collaboration survey to any new Council members. A post collaboration survey will be administered during the 4th quarter of SFY 2023 to all council members. The OCTF will provide the survey tool to utilize for this requirement. GRANTEE is responsible for entering the data from these surveys into the OCTF's online system within 30 days of collection of the annual survey and must be finalized before the end of the 1st quarter of the subsequent State Fiscal Year; and,
 9. Ensure Council members are informed about the work of the Council and its workgroups through its communication strategy. The communication strategy is inclusive of emails, newsletters, etc. This will be accompanied with a directory of the region's prevention specialists to share with Council members. The communication strategy and directory will last through the duration of the Agreement

period.

- H. GRANTEE will plan and facilitate the Council's workgroup meetings which will include at a minimum the prevention plan workgroup. A needs assessment workgroup may convene on an as needed basis to update and monitor data as part of the needs assessment processes conducted by the state, as well as to provide guidance on monitoring vendor data for the Prevention Plan (Plan). Other workgroups may convene as needed to inform the work in the region. These meetings will occur as needed in order to complete the assigned tasks of the workgroups. Responsibilities for administration of the Council workgroup(s) are as follows:
 - 1. Designate an individual from GRANTEE to serve as the liaison for each workgroup, who will attend all workgroup meetings. GRANTEE shall submit this name in writing to the OCTF no later than 2 weeks prior to the first workgroup meeting in SFY 2023;
 - 2. Submit workgroup assignments to the OCTF as new members join the workgroup(s). Council members are to self-select into a workgroup and the workgroup roster must be submitted to the OCTF within one month after the workgroup's roster has been revised;
 - 3. Manage all logistics of convening workgroups, including securing meeting space and audiovisual and technology needs; convening workgroup members; preparing, printing and copying workgroup meeting materials; attending all workgroup meetings; ensuring that meetings are convened by the workgroup chairperson or vice chair, taking workgroup meeting minutes, tracking workgroup member attendance, and reporting workgroup matters to the OCTF; and,
 - 4. Inform the OCTF of progress of workgroups and completion of tasks as requested by OCTF staff.

- I. GRANTEE is responsible for selecting the Chairperson of the Council who will serve as a non-voting member. As a vacancy for Council Chairperson arises due to completion of term limit or upon resignation of Chairperson duty, GRANTEE will:
 - 1. Select an individual from the current Council members as appointed by the region's boards of county commissioners or OCTF board appointed members;
 - 2. Submit to the OCTF the name of the individual selected as the Council Chairperson as well as a listing of the individual's qualifications;
 - 3. Subsequent selection of the Regional Prevention Council Chairperson will occur every three (3) years, or upon vacancy of the position, whichever is earlier; and,
 - 4. Select an individual from the current Council members as appointed by the region's boards of county commissioners or OCTF board appointed members to serve as Vice Chair, who will preside in the event of the absence of the Chairperson or upon the request of the Chairperson.

- J. In accordance with ORC 3109.174, GRANTEE will work with council members to develop and write the Regional Child Abuse and Child Neglect Prevention Plan (Plan) Renewal based on the OCTF Board guidelines. The Plan will be comprised of child abuse and child neglect prevention programs and/or services that have been identified as recommended as part of strategies that align with the region's prioritized needs informed by the regional needs assessment data. GRANTEE, in collaboration with the Council, will develop budgets for each strategy(ies) and specific program(s) based on the OCTF Board's allocation of funding to the region and submit them as part of the Plan renewal. Specifically, the GRANTEE will be required to:
 - 1. Implement the OCTF Board approved SFY 2023 Plan by selecting and independently entering into sub-grant agreements with service providers to complete the activities and strategies of the prevention plan Section D. Proposed Strategies, Activities, Objectives and Intended Outcomes. GRANTEE is required to do the following:
 - a. Enter into independent sub-grant agreements with service providers on behalf of the council to implement the Plan and ensure one or more services are available to all counties in the region;
 - b. Ensure that service providers adhere to the fidelity of the approved Plan;
 - c. Track and monitor the numbers of individuals directly and indirectly served for each strategy

- that is encompassed in the Plan, including demographic information of individuals;
- d. Ensure required assessments and intake forms are distributed and completed by program participants, as able and applicable. Monitor and ensure data is entered into the OCTF's online reporting system on a regular basis;
 - e. Ensure that service providers include the OCTF logo on all outreach and marketing material developed and acknowledge the OCTF as the funding source at events and as part of all promotional material; and,
 - f. Monitor service provider performance and report results and outcomes back to the Council during council meetings on an at minimum quarterly basis.
2. Develop the region's SFY 2024 Child Abuse and Child Neglect Prevention Plan renewal pursuant to application guidelines as established by the OCTF Board utilizing results from the region's comprehensive needs assessment as well as developing a detailed budget in alignment with the predetermined funding allocation provided by the OCTF Board. This includes the following:
- a. Ensure the SFY 2024 Plan provides services to persons throughout every county in the region of various social and economic backgrounds, addresses child abuse and child neglect prevention, and promotes strengthening families' protective factors and improving child well-being;
 - b. Make evident that the Plan demonstrates how it maximizes participation of vulnerable populations, including a description of service provider outreach activities that the applicant will monitor to maximize the participation of parents, racial and ethnic minorities, children and adults with disabilities, homeless families and those at risk of homelessness, unaccompanied homeless youth, adult former victims of child abuse and neglect or domestic violence, members of other underserved or underrepresented groups, fathers, and any other special populations that meet local needs;
 - c. Develop a program implementation timeline that details how the activities and strategies will be implemented over the course of the funding period;
 - d. Identify the outcomes to be achieved via each strategy as well as the measurement tools that will track each outcome, ensuring that tools are validated, and systems are in place to maintain and monitor participant assessments and data logs where results can be compared and analyzed. Prior approval must be received in order to utilize any locally developed evaluation design(s) and/or instrument(s) that will be incorporated as a mechanism to measure program outcomes;
 - e. Submit in February 2023, or a date determined by the OCTF Board, the Plan to be implemented for SFY 2024. Serving as the Regional Prevention Council's administrative agent, an in accordance with ORC 3109.174, GRANTEE shall draft and submit the council approved Plan on behalf of the Regional Prevention Council; and,
 - f. In accordance with ORC 3109.175, execute the OCTF Board approved Plan upon notification of approval, or amend the Plan as requested by the OCTF Board.
- K. GRANTEE must develop a logic model and theory of change to accompany the renewal Plan for SFY 2024 that is in alignment with the OCTF's statewide logic model. Specifically, GRANTEE will:
1. Define the long-term, intermediate-term and short-term outcome measurements to be achieved and monitored throughout the duration of the proposed Central Ohio Regional Child Abuse and Child Neglect Prevention Plan;
 2. Make evident that needs identified in the needs assessment are addressed and tied to outcomes listed in the logic model;
 3. Establish criteria and measurement tools that will track achievement of outcomes; and,

4. Submit the Central Ohio Regional Child Abuse and Child Neglect Prevention Logic Model to the OCTF along with the Plan on an annual basis.
- L. GRANTEE must engage parents and integrate parent participation and leadership throughout the work of the Council as it relates to child abuse and child neglect prevention. Specifically, GRANTEE will:
1. Utilize the qualitative analysis of Triple P participants to inform the Council of parent feedback on programming. The ECMH Department will utilize this information in PASS meetings to provide with Triple P facilitators.; and
 2. Engage approximately 3 parents to provide direct feedback to the project leads around implementation. This will consist of 2 meetings per vendor (a total of 4 meetings) on an annual basis. The parent will have opportunities to discuss strengths, areas of growth, etc of programming. These individuals will be invited to attend a Council meeting where appropriate as well as offer feedback when altering the prevention plan where appropriate.

Reporting Requirements for Duration of Agreement

- M. GRANTEE is responsible for submitting all reports on behalf of the council as outlined in this proposal. Specifically, GRANTEE is required to:
1. Ensure service providers submit quarterly progress update reports pertaining to the Central Ohio Regional Child Abuse and Child Neglect Prevention Plan programs, as well as correlating fiscal reports for those strategies. Service providers will be instructed to submit their reports on the OCTF website page dedicated for reporting purposes, no later than 30 days after the completion of the corresponding SFY quarter. Furthermore, individual participant level data and assessment tools will also be collected on the OCTF website page dedicated for reporting purposes;
 2. Utilize a continuous quality improvement (CQI) plan in determining adjustments to the delivery of services provided throughout the region upon review and renewal of the regional prevention council's prevention plan;
 3. Submit an annual report of project grant activities completed; and,
 4. Provide additional reports as requested by the OCTF.

Participation in Trainings, Coordinator Network Meetings, and/or OCTF Board Meetings for Duration of Agreement

- N. GRANTEE must participate in community and OCTF meetings, as relevant. Specifically, GRANTEE will participate in:
1. At minimum, quarterly regional prevention coordinator network meetings. Additional meetings may be scheduled dependent upon workload and requested information. Furthermore, GRANTEE should participate in webinars and/or peer learning calls that may impact service providers as they relate to various requirements needed for reporting purposes based on funding sources, and/or the delivery of various evidence-based programs, if possible and relevant to the Plan;
 2. Online or in-person trainings that relate to the work of the Central Ohio Regional Prevention Council;
 3. OCTF Board meetings if requested by the OCTF Board to do so. GRANTEE may be asked to attend and present to the OCTF Board relevant work of the region and council. Reasonable travel costs associated with attending a Board meeting in person are reimbursable activities for the grant, as well as time spent preparing and traveling for the meeting. Attendance and preparation time for presentations at OCTF Board meetings are only reimbursable when invited by the OCTF Board; and
 4. Other meetings or trainings, as advised by the OCTF. GRANTEE must obtain approval to attend any meetings or trainings not outlined within this Agreement and approved by the OCTF in

advance. The OCTF will reimburse for trainings and meetings attended by GRANTEE only if approval was first obtained.

Collaborative Grant Oversight for Duration of Agreement

- O. It is important to note that the OCTF will have substantial involvement in the oversight and implementation of the work completed as part of this grant. GRANTEE agrees to the following:
1. OCTF Board review and approval of the Central Ohio Regional Prevention Plans prior to activities, such as contracting or services, occurring;
 2. OCTF and GRANTEE joint collaboration in performance of key programmatic activities (i.e. needs assessments, planning, implementation, information technology enhancements, technical assistance, products, and evaluation);
 3. Close monitoring by the OCTF that limit GRANTEE'S discretion with respect to scope of services offered; and,
 4. Close monitoring by the OCTF during performance, which may, in order to ensure compliance with the intent of this funding, exceed those of other opportunities.

Subsequent Biennium Renewal

- P. GRANTEE may serve as the coordinator for up to six (6) years, through SFY 2027, pending ongoing satisfactory performance. On an annual basis, OCTF staff will meet with individual regional coordinators to review progress of coordinating activities and implementation of Plan services, inclusive of the CQI and monitoring plan for the region.
1. The OCTF Board reserves the right to deny renewal or take other action as determined by the Board based on unsatisfactory performance as specified in this Agreement.
- Q. The OCTF Agreement Manager is Renee Whitfield, or successor.
- R. The OCTF Agreement Manager may periodically communicate specific requests and instructions to GRANTEE concerning the performance of activities described in this Agreement. GRANTEE agrees to comply with any requests or instructions to the satisfaction of OCTF within 10 days after GRANTEE'S receipt of the requests or instructions. OCTF and GRANTEE expressly understand that any requests or instructions will be strictly to ensure the successful completion of the Grant activities described in this Agreement and are not intended to amend or alter this Agreement in any way. If GRANTEE believes that any requests or instructions would materially alter the terms and conditions of this Agreement or the compensation stated hereunder, GRANTEE will immediately notify OCTF pursuant to the Notice provision of this Agreement. GRANTEE agrees to consult with the OCTF Agreement Manager as necessary to ensure understanding of the Grant activities and the successful completion thereof.

ARTICLE II. EFFECTIVE DATE OF THE GRANT

- A. This Agreement will be in effect from July 1, 2021 through June 30, 2023, unless this Agreement is suspended or terminated prior to the expiration date.
- B. It is expressly understood by both OCTF and GRANTEE that this Agreement will not be valid and enforceable until the Director of the Office of Budget and Management, State of Ohio, first certifies, pursuant to Section 126.07 of the Ohio Revised Code (ORC), that there is a balance in the appropriation not already allocated to pay existing obligations. The OCTF Agreement Manager will notify GRANTEE when this certification is given.

ARTICLE III. AMOUNT OF GRANT/PAYMENTS

- A. The total amount of the Grant is [REDACTED] OCTF will provide GRANTEE with funds in an amount up to [REDACTED] for State Fiscal Year (SFY) 2022 and up to [REDACTED] for SFY 2023, expressly to perform the Grant activities. GRANTEE understands that the terms of this Agreement do not provide for compensation in excess of the total amount listed in this section. GRANTEE hereby waives the interest provisions of ORC 126.30.
- B. With the exception of travel expenses, line-item expenses listed in the budget may be reallocated upon the written approval of the OCTF Agreement Manager as long as the total amounts per SFY and the total overall Agreement amount remains unchanged. Any changes to the travel costs listed will require a formal amendment to this Agreement.
- C. It is further agreed that reimbursement of travel expenditures shall not exceed \$3,000.00 for SFY 2022 and up to \$3,000.00 for SFY 2023, which amount is/are included in the total compensation figures above. Expense reimbursement authorized by this section is limited to actual and necessary expenses subject to the limits as established pursuant to ORC 126.31, which are set forth in Ohio Administrative Code 126-1-02, as well as any other laws, regulations, or Governor's Executive Orders limiting travel expenses. GRANTEE expressly agrees not to submit claims for expenses which do not meet the requirements of this section and further agrees to submit all claims to the OCTF Agreement Manager for approval prior to submitting a claim for reimbursement.
- D. Compensation will be made as reimbursement for actual allowable expenditures incurred per Grant activity and paid by GRANTEE during the billing period pursuant to GRANTEE's accepted budget incorporated as Attachment A:
- E. GRANTEE will submit 1 copy of a detailed invoice quarterly to OCTF, P.O. Box 183204, Columbus, Ohio 43218-3204. GRANTEE agrees to use an invoice instrument to be prescribed by OCTF and will include in each invoice:
1. GRANTEE's name, complete address, and federal tax identification number;
 2. Agreement number and dates;
 3. Purchase order number;
 4. Amount and purpose of the invoice, including such detail as required per the compensation section of this Agreement, description of Grant activities completed, description of services rendered, hourly rates and numbers of hours (if applicable), amount of monthly fee (if applicable), and itemized travel and other expenses if permitted by this Agreement;
 5. Receipt or other proof of cost; and
 6. Other documentation requested by the OCTF Agreement Manager.
- F. GRANTEE expressly understands that OCTF will not compensate GRANTEE for any work performed prior to GRANTEE's receipt of notice from the OCTF Agreement Manager that the provisions of ORC 126.07 have been met as set forth in ARTICLE II, nor for work performed after the ending date of this Agreement.
- G. GRANTEE expressly understands that OCTF does not have the ability to compensate GRANTEE for invoices submitted after the State of Ohio purchase order has been closed. State of Ohio purchase orders are issued per state fiscal year. GRANTEE must submit final invoices for payment for each state fiscal year no later than 90 calendar days after the end date of each state fiscal year, or if earlier, the end date of this Agreement. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.
- H. GRANTEE understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, such as federal funding. If the Ohio General Assembly or the external funding source fails at any time to continue funding OCTF for the payments due

under this Agreement, this Agreement will be terminated as of the date funding expires without further obligation of OCTF, ODJFS, or the State of Ohio.

ARTICLE IV. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Agreement shall automatically terminate upon expiration of the time period in ARTICLE II, or upon completion of performance, or once all of the compensation has been paid.
- B. Upon a 30-calendar day written notice to the other party, either party may terminate this Agreement. Upon written notice to GRANTEE, at the sole discretion of OCTF, this Agreement may be suspended.
- C. Notwithstanding the provisions of Sections, A or B, above, OCTF may suspend or terminate this Agreement immediately upon delivery of a written notice to GRANTEE if:
1. OCTF loses funding as described in ARTICLE III;
 2. OCTF discovers any illegal conduct by GRANTEE; or
 3. GRANTEE has violated any provision of ARTICLE VIII.

Suspension or termination under this provision shall not entitle GRANTEE to any rights or remedies described in Section E of this ARTICLE.

- D. GRANTEE, upon receiving notice of suspension or termination, will:
1. Cease performance of the suspended or terminated Grant activities;
 2. Take all necessary steps to limit disbursements and minimize costs including, but not limited to, suspending or terminating all contracts and subgrants related to suspended or terminated Grant activities and refusing any additional orders;
 3. Prepare and furnish a report to OCTF, as of the date the notice of termination or suspension was received, that describes the status and percentage of completion of all Grant activities and includes the results accomplished and the conclusions reached through Grant activities;
 4. Deliver all records in their native format relating to cost, work performed, supporting documentation for invoices submitted to OCTF, and deliver any and all materials or work produced under or pertaining to this Agreement whether completed or not; and
 5. Perform any other tasks OCTF requires.
- E. In the event of suspension or termination under this ARTICLE, OCTF will, upon receipt of a proper invoice from GRANTEE, determine the amount of any unpaid Grant funds due to GRANTEE for Grant activities performed before GRANTEE received notice of termination or suspension. In order to determine the amount due to GRANTEE, OCTF will base its calculations on the payment method described in ARTICLE I and any funds previously paid by or on behalf of OCTF. OCTF will not be liable for any further claims submitted by GRANTEE.
- F. Upon GRANTEE's breach or default of provisions, obligations, or duties embodied in this Agreement or any term of an award, a federal statute or regulation, an assurance, a State plan or application, a notice of award, or other applicable rule, OCTF reserves the right to exercise any administrative, contractual, equitable, or legal remedies available without limitation. Any waiver by OCTF of an occurrence of breach or default is not a waiver of subsequent occurrences. If OCTF or GRANTEE fails to perform any obligation under this Agreement and the other party subsequently waives the failure, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive other failures that may occur. Waiver by OCTF will not be effective unless it is in writing signed by the OCTF Executive Director.

ARTICLE V. NOTICES

- A. OCTF and GRANTEE agree that communication regarding Grant activities, scope of work, invoice or billing questions, or other routine instructions will be between GRANTEE and the identified OCTF Agreement Manager.
- B. Notices to OCTF from GRANTEE that concern changes to GRANTEE's principal place of operation, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, any notice pursuant to ARTICLE VIII, and/or any other formal notice regarding this Agreement will be sent to the ODJFS Deputy Director of Contracts and Acquisitions at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215.
- C. Notices to GRANTEE from OCTF concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Agreement will be sent to GRANTEE's representative at the address appearing on the signature page of this Agreement.
- D. All notices will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE VI. RECORDS, DOCUMENTS AND INFORMATION

GRANTEE agrees that all records, documents, writings, and other information, created or used pursuant to this Agreement will be treated according to the following terms, and that the terms will be included in any subgrant agreements executed for the performance of Grant activities relative to this Agreement:

- A. GRANTEE agrees that any media produced pursuant to this Agreement or acquired with Grant funds will become the property of OCTF. This includes all documents, reports, data, photographs (including negatives), and electronic reports and records or other media. OCTF will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way OCTF deems appropriate. GRANTEE further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Agreement. GRANTEE understands that all materials and items produced under this Agreement will be made freely available to the public unless OCTF determines that certain materials are confidential under federal or state law. Any media, materials or documents produced by GRANTEE pursuant to this funding must contain proper acknowledgement of the OCTF as the funding source.
- B. All OCTF information that is classified as public or private under Ohio law and OCTF rules will be treated as such by GRANTEE. Should the nature of any information be in question, OCTF will determine whether the information is public or private. GRANTEE will restrict the use of any information, systems, or records OCTF provides to the specific Grant activities of this Agreement. GRANTEE and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of OCTF, ODJFS and the State of Ohio. GRANTEE agrees that the terms of this Section will be included in any contract or subgrant executed by GRANTEE for work under this Agreement.
- C. GRANTEE information that is proprietary and has been specifically identified by GRANTEE as proprietary will be held as confidential by OCTF. Proprietary information is information that would put GRANTEE at a competitive disadvantage in GRANTEE's marketplace and trade if it were made public. OCTF reserves the right to require reasonable evidence of GRANTEE's assertion of the proprietary nature of any information. The provisions of this ARTICLE are not self-executing. GRANTEE must demonstrate that any information claimed as proprietary meets the definition of "trade secrets" found at ORC 1333.61 and will defend such claim.
- D. For Audit Purposes Only: All records relating to cost, work performed, supporting documentation for invoices submitted to OCTF, and copies of all materials produced under or pertaining to this Agreement will be retained by GRANTEE and will be made available for audit by state and federal government entities that include but not limited to, OCTF, ODJFS, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials. The records and materials will be retained and made available for a minimum of three years after GRANTEE receives the last payment pursuant to this Agreement. If an audit

or similar action is initiated during this time period, GRANTEE will retain the records until the action is concluded and all issues are resolved, or until the end of the three-year period if the action is resolved prior to the end of the three-year period. If applicable, GRANTEE must meet the requirements of the federal Office of Management and Budget (OMB) Omni-Circular 2 CFR Part 200, that financial records related to the performance of services under this Agreement are presumptively deemed public records.

- E. All records relating to cost, work performed, supporting documentation for invoices submitted to OCTF, and copies of all materials produced under or pertaining to this Grant will be retained by GRANTEE in accordance to the appropriate records retention schedule. The appropriate records retention schedule for this Agreement is 7 years. If any records are destroyed prior to the date as determined by the appropriate records retention schedule, GRANTEE agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- F. GRANTEE agrees to retain all records in accordance to any litigation holds that are provided to them by OCTF or ODJFS, and actively participate in the discovery process if required to do so, at no additional charge. Litigation holds may require GRANTEE to keep the records longer than the approved records retention schedule. GRANTEE will be notified by OCTF or ODJFS when the litigation hold ends, and retention can resume based on the approved records retention schedule. If GRANTEE fails to retain the pertinent records after receiving a litigation hold from OCTF or ODJFS, GRANTEE agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- G. If applicable, GRANTEE hereby agrees to current and ongoing compliance with Title 42, Section 1320d through 1320d-8 of the United States Code (42 USC 1320d through 1320d-8) and the implementing regulations found at 45 CFR 164.502(e) and 164.504(e) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). If applicable, GRANTEE further agrees to include the terms of this Section G in any subgrant agreements that may be executed pursuant to this Agreement.

ARTICLE VII. AMENDMENT AND ASSIGNMENT

- A. **Amendment.** This writing constitutes the entire agreement between OCTF and GRANTEE with respect to all matters herein. Only a writing signed by both parties may amend this Agreement. However, OCTF and GRANTEE agree that any amendments to any laws or regulations cited herein will result in the correlative modification of this Agreement without the necessity for executing written amendments. It is agreed that line-item budget modifications may be made, in writing, upon approval by the OCTF Agreement Manager without a written amendment pursuant to ARTICLE III. Any written amendment to this Agreement will be prospective in nature.
- B. **Assignment of Interests.** GRANTEE agrees not to assign any interest in this Agreement nor transfer any interest in the Grant without the prior written approval of OCTF. GRANTEE will submit any requests for approval of assignments and transfers to the OCTF Agreement Manager at least 10 days prior to the desired effective date. GRANTEE understands that any assignments and transfers will be subject to any conditions OCTF deems necessary and that no approval by OCTF will be deemed to provide for any OCTF obligation that exceeds the Grant amount specified in ARTICLE III of this Agreement.

ARTICLE VIII. GRANTEE CERTIFICATION OF COMPLIANCE WITH SPECIAL CONDITIONS

By accepting this Grant and by executing this Agreement, GRANTEE hereby affirms current and continued compliance with each condition listed in this ARTICLE. GRANTEE's certification of compliance with each of these conditions is considered a material representation of fact upon which OCTF relied in entering into this Agreement:

- A. If at any time, GRANTEE is not in compliance with the conditions affirmed in this Section, OCTF will consider this Agreement to be *void ab initio* and will deliver written notice to GRANTEE. Any funds the State of Ohio paid GRANTEE for work performed before GRANTEE received notice that the Agreement is *void ab initio* will be immediately repaid or the State of Ohio may commence an action for recovery against GRANTEE.
 - 1. **Federal Debarment Requirements.** GRANTEE affirms that neither GRANTEE nor any of its principals, subgrantees, or subcontractors, is presently debarred, suspended, proposed for

debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. GRANTEE also affirms that within three years preceding this agreement neither GRANTEE nor any of its principals:

- a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property; or
- b. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any federal, state, or local, public transactions terminated for cause or default.

2. **Qualifications to Conduct Business.** GRANTEE affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Agreement period GRANTEE, for any reason, becomes disqualified from conducting business in the State of Ohio, GRANTEE will immediately notify OCTF in writing and will immediately cease performance of all Grant activities.
3. **Unfair Labor Practices.** GRANTEE affirms that neither GRANTEE nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify GRANTEE as having more than one unfair labor practice contempt of court finding.
4. **Finding for Recovery.** GRANTEE affirms that neither GRANTEE nor its principals, subgrantees, or subcontractors, is subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.

B. If at any time GRANTEE is not in compliance with the conditions affirmed in this Section, OCTF may immediately suspend or terminate this Agreement and will deliver written notice to GRANTEE. GRANTEE will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, only for work performed during the time GRANTEE was in compliance with the provisions of this Section. Any funds paid by the State of Ohio for work performed during a period when GRANTEE was not in compliance with this Section will be immediately repaid or the State of Ohio may commence an action for recovery against GRANTEE.

1. **Americans with Disabilities.** GRANTEE, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
2. **Fair Labor Standards and Employment Practices.**
 - a. GRANTEE certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
 - b. In carrying out this Agreement, GRANTEE will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion, demotion, rate of compensation, and eligibility for in-service training programs.
 - c. GRANTEE agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.

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

3. **Ethics and Conflicts of Interest Laws.**

- a. GRANTEE certifies that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2019-11D pertaining to ethics. GRANTEE further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.
- b. GRANTEE certifies, by executing this Agreement, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in his/her current position, one or more personal monetary contributions in excess of \$1,000.00 to the current Governor or to the Governor's campaign committee when he was a candidate for office within the previous 2 calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.
- c. GRANTEE agrees to refrain from promising or giving to any OCTF employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. GRANTEE further agrees that it will not solicit any OCTF employee to violate ORC 102.03, 2921.42, or 2921.43.
- d. GRANTEE agrees that GRANTEE, its officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of GRANTEE's functions and responsibilities under this Agreement. If GRANTEE, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, GRANTEE agrees it will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215. GRANTEE further agrees that the person with the conflicting interest will not participate in any Grant activities until OCTF determines that participation would not be contrary to public interest.

4. **Lobbying Restrictions.**

- a. GRANTEE affirms that no federal funds paid to GRANTEE by OCTF through this Agreement or any other agreement have been or will be used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. GRANTEE further affirms compliance with all federal lobbying restrictions, including, 31 USC 1352. If this Grant exceeds \$100,000.00, GRANTEE affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations.
- b. GRANTEE certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.

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

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

7. **Drug-Free Workplace.** GRANTEE, its officers, employees, members, any subgrantees and/or any independent contractors (including all field staff) associated with this Agreement agree to comply with all applicable state and federal laws, including, but not limited to, 41 USC Chapter 10, regarding a drug-free workplace. GRANTEE will make a good faith effort to ensure that none of GRANTEE's officers, employees, members, or subgrantees will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
8. **Work Programs.** GRANTEE agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.
9. **MBE/EDGE.** Pursuant to the Governor's Executive Order 2008-13S, GRANTEE agrees to purchase goods and services under this Agreement from certified Minority Business Enterprise (MBE) and Encouraging Diversity, Growth, and Equity (EDGE) vendors whenever possible. GRANTEE agrees to encourage any of its subgrantees or subcontractors to purchase goods and services from certified MBE and EDGE vendors.
10. **Expenditure of Public Funds for Offshore Services—Executive Order Requirements.**
 - a. GRANTEE certifies that by executing this Agreement, it has reviewed, understands, and will abide by the Governor's Executive Order 2019-12D and shall abide by those requirements in the performance of this Agreement, and shall perform no services required under this Agreement outside of the United States.
 - b. Prior to performing any services, and when there is a change in the location of any services provided under this Agreement, GRANTEE must disclose:
 - (1) The location(s) where all services will be performed by GRANTEE or any subcontractor;
 - (2) The location(s) where any state data associated with any of the services through this Agreement will be accessed, tested, maintained, backed-up, or stored; and
 - (3) The principal location of business for GRANTEE and all subcontractors.
 - c. GRANTEE also affirms, understands, and agrees to immediately notify OCTF of any change or shift in the location(s) of services performed by GRANTEE or its subcontractors under this Agreement, and no services shall be changed or shifted to a location outside of the United States.
 - d. Termination, Sanction, Damages: OCTF is not obligated and shall not pay for any services provided under this Agreement that GRANTEE or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Agreement, and GRANTEE shall immediately return to OCTF all funds paid for those services.

In addition, if GRANTEE or any of its subcontractors perform any such services outside of the United States, OCTF may, at any time after the breach, terminate this Agreement for such breach, upon written notice to GRANTEE. If OCTF terminates the Agreement, OCTF may buy substitute services from a third party, and may recover the additional costs associated with acquiring the substitute services.
11. **Civil Rights Assurance.** The GRANTEE hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.).

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

ARTICLE IX. MISCELLANEOUS PROVISIONS

- A. **Independent Contractor.** GRANTEE agrees that no agency, employment, joint venture, or partnership has been or will be created between OCTF and GRANTEE. GRANTEE further agrees that as an independent contractor, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Agreement. GRANTEE agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.
- B. **Liability.** To the extent allowable by law, GRANTEE agrees to defend, indemnify and hold ODJFS, OCTF its officials, employees and agents harmless from and against any and all liability, loss and expense (including reasonable attorney's fees) or claims for personal injury, property damage, patent and copyright infringement, and any other type of claim ("CLAIMS") that directly arises from the performance of the Subgrant activities under this Agreement, GRANTEE'S obligation to indemnify does not extend to any CLAIMS to the extent such CLAIMS are attributable to the negligence of ODJFS, OCTF, or their officials, employees or agents. GRANTEE'S sole and exclusive remedy for any ODJFS or OCTF failure to perform under this Agreement will be an action in the Ohio Court of Claims pursuant to ORC Chapter 2743 that will be subject to the limitations set forth in this ARTICLE. In no event will ODJFS, OCTF, or GRANTEE be liable for any indirect or consequential damages, including loss of profits, even if ODJFS, OCTF, or GRANTEE knew or should have known of the possibility of such damages. To the extent that ODJFS or OCTF is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio. Subject to ORC 109.02, GRANTEE agrees to defend ODJFS and OCTF against any such claims or legal actions if called upon by ODJFS or OCTF to do so.
- C. **Infringement of Patent or Copyright.** To the extent allowable by law, if any of the materials, reports, or studies provided by GRANTEE are found to be infringing items and the use or publication thereof is enjoined, GRANTEE agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of GRANTEE under this section survive the termination of this Agreement, without limitation.
- D. **Liens.** GRANTEE will not permit any lien or claim to be filed or prosecuted against OCTF, ODJFS or the State of Ohio because of any labor, services, or materials furnished. If GRANTEE fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to GRANTEE in connection with this Agreement, OCTF or the State of Ohio may, but is not obligated to, pay those claims and charge the amount of payment against the funds due or to become due to GRANTEE under this Agreement.
- E. **Delay.** Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delaying party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. The delaying party must also describe the cause of the delay and its proposal to remove or mitigate the delay. Notices will be sent pursuant to ARTICLE V.

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In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken commercially reasonable steps to mitigate or avoid the delay. Items that are controllable by GRANTEE's subcontractor(s) will be considered controllable by GRANTEE, except for third-party manufacturers supplying commercial items and over whom GRANTEE has no legal control. The final determination of whether an instance of delay is excusable lies with OCTF in its discretion.

- F. **Counterpart.** This Agreement may be executed in one, or more than one counterpart, and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same agreement.

ARTICLE X. CONSTRUCTION

This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

Signature Page Follows:

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**OHIO CHILDREN'S TRUST FUND
GRANT AGREEMENT**

SIGNATURE PAGE

G-2223-22-0246

THE PARTIES HAVE EXECUTED THIS GRANT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE EXECUTIVE DIRECTOR OF THE OHIO CHILDREN'S TRUST FUND.

Research Institute at Nationwide Children's Hospital
70 Children's Drive
Columbus, Ohio 43205

Ohio Children's Trust Fund
4200 E. 5th Avenue – 2nd Floor
Columbus, Ohio 43219



Authorized Signature (Blue Ink Please)

Lindsay Williams, Executive Director

Aaron Ufferman, Director of Sponsored Projects

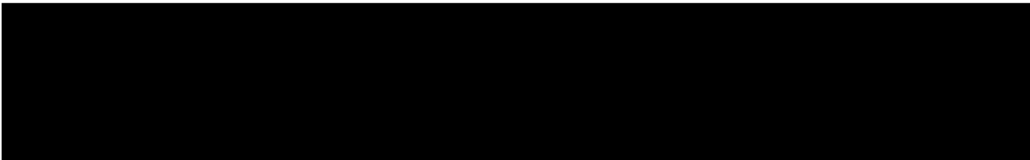

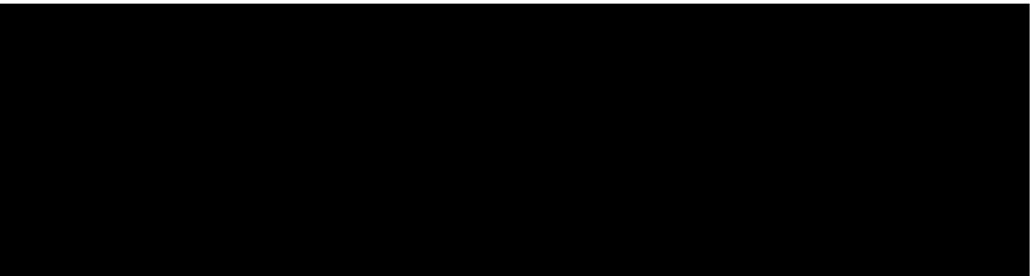


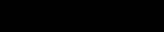





Printed Name

Date

11/23/2021

Date

SFY 2022 Budget

Line	Description of Services	SFY 2022
1-1	<p>Staff salary, benefits, and implementation expenses for personnel to facilitate the work of the Regional Child Abuse and Neglect Prevention Council, per deliverables, including but not limited to: scheduling, preparation, and facilitation of regional council meetings and workgroup meetings; coordination, outreach, and communication with local prevention specialists; supplies and materials, etc.</p> 	
2-1	<p>Staff salary, benefits, and implementation expenses for personnel to coordinate, implement, and monitor service delivery under the regional child abuse and neglect prevention plan, per deliverables. This includes but is not limited to development of RFP(s), vendor selection, vendor site visits, contracting fees, reporting, data analysis, evaluation, etc.)</p>  <p>Staff salary, benefits, and implementation expenses for personnel to</p> <p>Ensure service providers submit quarterly progress update reports, Utilize a continuous quality improvement (CQI) plan in determining adjustments to the delivery of services provided throughout the region upon review and renewal of the regional prevention council's prevention plan, complete annual report of project deliverables completed, and any additional reports.</p> 	
3-1	<p>Employee and non-employee travel to regional prevention council and workgroup meetings. Other contract-related travel costs as pre-approved by OCTF Program Manager.</p>	
4-1	<p>Staff salary, benefits and implementation expenses to coordinate the implementation of the regional Plans for Parent Leadership and Engagement –</p> 	
5-1	<p>Staff salary, benefits, and implementation expenses for personnel to participate in trainings, Coordinator Network Meetings, and/or OCTF Board Meetings.</p> 	
6-1	<p>Administrative Costs for Coordinator Expenses</p>	

7-1	<p>OCTF Board Approved Allocation for 2022 Regional Child Abuse and Neglect Prevention Plan Services and Strategies: Limited to Direct and Indirect Services, Awareness Campaign, and/or Evaluation Services</p> <p><i>The 10% administrative fee cannot be applied to the below items as they were part of the Prevention Plan approved by the OCTF Board:</i></p> <p>[REDACTED]</p>	[REDACTED]
8-1	<p>OCTF Board Approved Allocation for 2022 Regional Child Abuse and Neglect Prevention Plan Services and Strategies: Limited to Direct and Indirect Services, Awareness Campaign, and/or Evaluation Services</p> <p><i>The 10% administrative fee cannot be applied to the below items as they were part of the Prevention Plan approved by the OCTF Board:</i></p> <p>Evaluation of services in the region inclusive of linkage to SACWIS = [REDACTED]</p>	[REDACTED]
9-1	<p>Concrete Supports</p> <p><i>The 10% administrative fee cannot be applied to this item as it was a part of the Prevention Plan approved by the OCTF Board</i></p>	[REDACTED] (CBCAP ARPA Funds)
	Total Expenses NOT subject to 10% Administrative Costs	[REDACTED]
	Total Direct Expenses Applicable to 10% Administrative Costs	[REDACTED]
	10% administrative fee for applicable expenses	[REDACTED]
	Total for SFY 2022	[REDACTED]

SFY 2023 Budget

Description of Services	SFY 2023
<p>1-1 Staff salary, benefits, and implementation expenses for personnel to facilitate the work of the Regional Child Abuse and Neglect Prevention Council, per deliverables, including but not limited to: scheduling, preparation, and facilitation of regional council meetings and workgroup meetings; coordination, outreach, and communication with local prevention specialists; supplies and materials, etc.</p> <p>[Redacted]</p>	<p>[Redacted]</p>
<p>2-1 Staff salary, benefits, and implementation expenses for personnel to coordinate, implement, and monitor service delivery under the regional child abuse and neglect prevention plan, per deliverables. This includes but is not limited to development of RFP(s), vendor selection, vendor site visits, contracting fees, reporting, data analysis, evaluation, etc.)</p> <p>[Redacted]</p> <p>Staff salary, benefits, and implementation expenses for personnel to</p> <p>Ensure service providers submit quarterly progress update reports, Utilize a continuous quality improvement (CQI) plan in determining adjustments to the delivery of services provided throughout the region upon review and renewal of the regional prevention council's prevention plan, complete annual report of project deliverables completed, and any additional reports.</p> <p>[Redacted]</p>	<p>[Redacted]</p>
<p>3-1 Employee and non-employee travel to regional prevention council and workgroup meetings. Other contract-related travel costs as pre-approved by OCTF Program Manager.</p>	<p>[Redacted]</p>
<p>4-1 Staff salary, benefits and implementation expenses to coordinate the implementation of the regional Plans for Parent Leadership and Engagement –</p> <p>[Redacted]</p>	<p>[Redacted]</p>
<p>5-1 Staff salary, benefits, and implementation expenses for personnel to participate in trainings, Coordinator Network Meetings, and/or OCTF Board Meetings.</p> <p>[Redacted]</p>	<p>[Redacted]</p>
<p>6-1 Administrative Costs for Coordinator Expenses</p>	<p>[Redacted]</p>
<p>Total Expenses NOT subject to 10% Administrative Costs</p>	<p>[Redacted]</p>
<p>Total Direct Expenses Applicable to 10% Administrative Costs</p>	<p>[Redacted]</p>
<p>10% Administrative Fee for Applicable Expenses</p>	<p>[Redacted]</p>
<p>Total for SFY 2023</p>	<p>[Redacted]</p>



Ohio Children's Trust Fund Allowable & Unallowable Expenditures Guidelines

Part I: Allowable Expenditures List

Purpose: The following list is to be used as a guideline for acceptable purchases and expenditures. Please note that the list does not include every purchase(s) or expenditure(s) that is allowable with Ohio Children's Trust Fund grant dollars. If you have a question about an expense not on this list, please reach out to the Ohio Children's Trust fund for clarification by emailing OCTFGrants@jfs.ohio.gov.

In addition, the following requirements must be met for all purchase(s) and expenditure(s):

- 1) All costs must be incurred during the state fiscal year.
- 2) All expenditures must directly relate to the service of conducting primary and/or secondary child abuse and neglect prevention strategies within the community.

Consultation Services: This includes any individual conducting contract work on the service provider's behalf and may include, but is not limited to the following:

- ✚ Trainers
- ✚ Speakers
- ✚ Computer Technicians
- ✚ Therapists
- ✚ Interviewers
- ✚ Nurses

Food and Beverages: The purchase of food and beverages is only permitted for the purpose of supporting family/parent engagement at events that relate directly to a program or strategy. Examples of events that may provide food and/or beverages:

- ✚ Parenting Classes
- ✚ Training Events for Parents, Children, or Families
- ✚ Parent Focus Groups

Please Note: Food and Beverages are not an allowable expense for staff or professional trainings or events.

The total amount of expenditures for this category cannot exceed 5% of the total costs to provide services.

Incentives to Promote Family/Parent Engagement: This includes small incentives and/or rewards to support and encourage parents, families, and children to participate in a service, training, or event. Incentives are allowed up to \$10 per session, per participant. Incentives are not stipends and these funding limits do not apply to parent stipends. Examples of incentives:

- ✚ Grocery Store Gift Cards
- ✚ Other – Must be pre-approved by OCTF Program Manager

Lodging and Travel: This includes expenditures for service providers, staff, and consultants to travel to work-related meetings, trainings and events.



Ohio Children's Trust Fund

Ohio's Prevent Child Abuse America Chapter

- + Hotel and Lodging – Up to maximum reimbursable rate plus applicable taxes per [GSA rate](#)
- + Per Diem – Up to maximum reimbursable rate per [GSA rates](#)
- + Mileage – Up to maximum reimbursable rate per [State of Ohio Office of Budget and Management](#)
- + Other – Airfare, railway fare, bus fare, rental cars, etc. if pre-approved by OCTF Program Manager

Personnel Costs: This includes salary and fringe benefits for staff, consultants, contractors, service providers, etc.

Printing Costs: This includes costs associated with printing materials for training, promotion, outreach, or other OCTF – related functions.

Training Related Expenses: This includes any costs associated with holding a training event. Examples may include, but are not limited to the following:

- + Registration Fees
- + Rental Fees for Conference Rooms, Meeting Space, State Offices
- + Equipment Rental
- + Other - Must be pre-approved by OCTF Program Manager

Supplies/Equipment: This includes any reasonable expenses for supplies and/or equipment necessary to conduct OCTF – related functions. Examples of allowable purchases include:

- + General office supplies and equipment
- + Computer Equipment
 - o While purchasing and leasing equipment are both allowable, requests to purchase or lease equipment must be the most economical choice and be pre-approved by OCTF program manager.
- + Computer Software
 - o For computers located at/operated by service provider
- + Furniture or Materials
 - o i.e. Desks, chairs, tables, cabinets, etc.
 - o Must be pre-approved by OCTF program manager.

Other Costs/Miscellaneous:

- + Transportation Assistance
 - o i.e. Gas cards, bus/taxi vouchers, etc.
- + Childcare
- + Parent Stipends (pre-approval is required; where intent is to support services such as parents participating in a focus group, providing engagement/recruitment services, attending/participating in meetings and work of the grantee.)
- + Postage Costs
- + Publications and Periodicals (i.e. journals, advocacy related, managerial)
- + Publicity and Promotional Items (i.e. brochures, signs, ads, etc.)

Indirect Costs: The maximum indirect rate for OCTF cannot exceed 15% of direct program and/or project costs, unless subject to the federally limited amount of 10% for certain funding sources.



Ohio Children's Trust Fund

Ohio's Prevent Child Abuse America Chapter

Part II: Unallowable Expenditures List

Purpose: The following list is to be used as a guideline for unacceptable purchases and expenditures. Please note that the list does not include every unallowable purchase(s) or expenditure(s). *Any expenditure that is not directly related to the delivery of a primary and/or secondary child abuse and neglect prevention strategy within the community is not reimbursable with Trust Fund dollars.* If you have a question about an expense not on this list, please reach out to the Ohio Children's Trust fund for clarification by emailing OCTFGrants@jfs.ohio.gov.

Lodging and Travel: The following expenses related to lodging and travel are not reimbursable.

- ✚ Recreational trips during a conference (i.e. from training center to mall or restaurant)
- ✚ Cancellation fees or ticket exchange fees
- ✚ Hotel/Lodging Incidentals (i.e. telephone, internet, laundry, movies, etc.)

Personnel: The following personnel expenses are not reimbursable.

- ✚ Dual compensation of salaried employees
- ✚ Stipends for time attending training*
- ✚ Bonuses or incentives
- ✚ Salary for employees or consultants for time spent lobbying or fundraising

Training: The following training-related expenses not reimbursable.

- ✚ Cancellation or attrition fees

Rent/Utilities: The following rent/utility related expenses not reimbursable.

- ✚ Late fees
- ✚ Indirect costs
- ✚ Administrative fees

Other: Below is a list of additional unallowable expenses.

- ✚ Any activity related to lobbying or fundraising
 - i.e. payments to finance related or complementary project activities
- ✚ Land acquisition
- ✚ Corporate formation fees and non-profit incorporation fees
- ✚ New construction and/or routine renovations
- ✚ Remodeling
- ✚ Mortgages and/or capital campaigns
- ✚ Vehicle purchases
- ✚ Refrigerators (unless used for medical purposes or pre-approved by OCTF Program Manager)
- ✚ Websites i.e. to develop a website to accompany a program, or to maintain/enhance an organization's current website

*This does not apply to stipends provided to parents for services (i.e. focus group participation, council engagement, etc.)

Prosecutor's Approval Page

Resolution No.

Approval of an Amendment to a Subaward to the Fairfield County Family, Adult and Children First Council (FACF) from the the Research Institute at Nationwide Children's Hospital for State Fiscal Year

(Fairfield County Family, Adult and Children First Council)

Approved as to form on 12/29/2022 3:59:51 PM by Steven Darnell,

Signature Page

Resolution No. 2023-01.10.aa

Approval of an Amendment to a Subaward to the Fairfield County Family, Adult and Children First Council (FACF) from the the Research Institute at Nationwide Children's Hospital for State Fiscal Year

(Fairfield County Family, Adult and Children First Council)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing the reduction in major expenditure object category appropriations for Title IV-E Fund 2641 (Juvenile Court)

WHEREAS, certain circumstances have occurred with the certification; and

WHEREAS, the 2023 appropriations require a reduction of \$2804.51 to make the budget picture more realistic; and

WHEREAS, this action provides for proper accounting.

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

Section 1. The County Auditor is to reduce appropriations in the following major expenditure object categories by a total of \$2,804.51.

17264100 Contractual Services <\$2804.51>

For Auditor's Office Use Only:

Section 1.

17264100-530000 Contractual Services <\$2,804.51>

Prepared by: Lory Behrens
Fairfield County Juvenile Court

Signature Page

Resolution No. 2023-01.10.bb

A resolution authorizing the reduction in major expenditure object category appropriations for Title IV-E Fund 2641 (Juvenile Court)

(Fairfield County Juvenile/Probate Court)

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 – Juvenile Court Fund #2036 Department of Youth Services (reclaim)

WHEREAS, additional appropriations are needed in the major expenditure object category for Fund #2036 Department of Youth Services for FY23; 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:

\$650.00 17203600 Material Supplies

For Auditor’s Office Use Only:

17203600-563000-SUB23 \$650.00

Prepared by: Lory Behrens
cc: Juvenile Court

Signature Page

Resolution No. 2023-01.10.cc

A resolution to appropriate from unappropriated in a major expenditure object category – Juvenile Court Fund #2036 Department of Youth Services (reclaim)

(Fairfield County Juvenile/Probate Court)

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 granting Fairfield County Recorder Lisa McKenzie Permission during 2023 to Attend.

WHEREAS, Pursuant to Section 325.20 of the Ohio Revised Code, Lisa McKenzie, Fairfield County Recorder, has requested permission for herself and the employees of the County Recorder's Office to attend any conventions, meetings and trainings deemed pertinent to the operation of the Recorder's Office for 2023.

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 this travel request for Lisa McKenzie, Fairfield County Recorder, and employees of the Recorder's Office, not to exceed the amount appropriated for travel expenses during 2023 and as consistent with the Fairfield County travel policy.

Signature Page

Resolution No. 2023-01.10.dd

A resolution granting Fairfield County Recorder Lisa McKenzie permission during 2023 to attend.

(Fairfield County Recorder)

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 purchasing of a gun by a retiring officer
Sheriff's Office**

WHEREAS, the Fairfield County Sheriff's Office purchased a gun for Deputy Jonathan Curtiss for the purpose of law enforcement (Glock Model 45 Serial #BTFE954); and

WHEREAS, Deputy Curtiss retires effective January 11, 2023; and

WHEREAS, Deputy D'Amore 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 Jonathan Curtiss said weapon for \$1.

Prepared by: Elisa Dowdy
cc: Angel Horn - Finance

Signature Page

Resolution No. 2023-01.10.ee

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 to appropriate from unappropriated in a major expenditure object category Sheriff's Office Fund 2883 Law Enforcement Cyber Security Sheriff's Office

WHEREAS, appropriations are needed in the major expenditure object category for Fund 2883 Law Enforcement Cyber Security; 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:

\$2000.00 23288300 Major Object Category Personal Services

Section 2. The Fairfield County Board of Commissioners appropriate from unappropriated into the following category:

\$37,989.89 23288300 Major Object Category Materials and Supplies

For Auditor's Office Use Only:

Section 1. 23288300 513000 \$2000.00

Section 2. 23288300 560000 \$37,989.89

Prepared by: Elisa Dowdy
cc: Sheriff's Office

Signature Page

Resolution No. 2023-01.10.ff

A resolution to appropriate from unappropriated in a major expenditure object category Sheriff's Office Fund 2883 Law Enforcement Cyber Security

(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 authorize the establishment of a new fund for Fairfield Hocking Athens Major Crimes Unit, Appropriate from unappropriated [Major Crimes Unit]

WHEREAS, it is operationally efficient to create an American Rescue Plan Fund; and

WHEREAS, Fairfield County was awarded the American Rescue Plan Grant-OCJS in the amount of \$252,313.00 for Major Crime Unit and Project FORT; and

WHEREAS, revenues of the fund will be the grant reimbursement and expenditures are for Personnel, communication, supplies, equipment, Contract Services. The purpose of the new fund is to account for all expenses utilized in partial funding for MCU and Project FORT.

WHEREAS, permission to create a new fund is found under ORC 5705.09F.

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

Section 1. That a new fund called, American Rescue Plan Grant 78XX, be established with the following revenue and expenditure accounts:

Receipts:

7878XX23 433100 OCJS Grant Award

Expenditures:

7878XX23
511010 Salary
523000 PERS
526000 Workers Comp
530000 Contract Services
543000 Repairs
554000 Advertising
574000 Equipment

A resolution to authorize the establishment of a new fund for Fairfield Hocking Athens Major Crimes Unit, Appropriate from unappropriated [Major Crimes Unit]

Section 2. Appropriate from unappropriated monies in the following major expenditure object categories:

7878XX23	Personnel	\$ 27,500.00
7878XX23	Fringe Benefits	\$ 5,313.00
7878XX23	Contract Services	\$ 50,500.00
7878XX23	Capital Outlay	\$169,000.00

For Auditor's Office Use Only:

Section 2.

7878XX23	511010	\$27,500.00
7878XX23	523000	\$4,914.25
7878XX23	526000	\$398.75
7878XX23	530000	\$10,500.00
7878XX23	543000	\$25,000.00
7878XX23	554000	\$15,000.00
7878XX23	574000	\$169,000.00

Section 2. That the County Auditor, on behalf of the Budget Commission issue an amended certificate to the credit (78xx) of the newly created American Rescue Plan Grant in the amount of \$252,313.00. This amount represents the total revenues to be received. No amounts were originally part of the budgeted revenues.

Section 3. Please update the receipt line items in the following accounts:
7878XX23 433400 \$252,313.00

Prepared by: Megan Poling
cc: Major Crimes Unit/Project FORT

Title Page

A. Program Area: SWP - State-wide Program
 ✓ NBN - NIBN
 CLB - Crime Lab Backlog
 CCB - Court Case Backlog
 LEP - Law Enforcement Program
 CVI - Community Violence Intervention
 OTH - Other

B. Title of Project: Major Crimes Unit

C. Project Period: 4/1/2022 to: 4/1/2024 Extension:

D. Continuation of Subgrant Number:

E. Focus of Application: City ✓ County Township Village State

F. Budget Summary: OCJS Funds: \$252,313.00
 Cash Match: \$0
 Inkind Match: \$0
Total Budget: \$0

See Directives for Eligibility

G. Project Director: Prefix: Mr. First Name: Dennis M.I.: Last Name: Lowe Suffix:
 Title: Commander Agency: Major Crimes Unit
 Address: 240 Baldwin Drive City: Lancaster Zip: 43130 -
 Phone: 7409011707 Ext. Fax: 740654-9326
 Email: dennis.lowe@fairfieldcountyohio.gov County: Fairfield

H. Implementing Prefix: Mr. First Name: Alex M.I.: Last Name: Lape Suffix:
 Title: Sheriff Agency: Fairfield County Sheriff's Office
 Address: 345 Lincoln Ave. City: Lancaster Zip: 43130 -
 Phone: 7406527900 Ext. Fax: 740-654-8115
 Email: alape@sheriff.fairfield.oh.us County: Fairfield
 Website:

I. Subgrantee: Prefix: Ms. First Name: Aundrea M.I.: Last Name: Cordle Suffix:
 Title: County Administrator Agency: Fairfield County Commissioners
 Address: 210 East Main St. Ste 301 City: Lancaster Zip: 43130 -
 Phone: 7406877195 Ext. Fax: 740-653-4705 Subgrantee
 Email: Aundrea.cordle@fairfieldcountyohio.gov County: Fairfield Tax I.D.: 316400066

<u>Vendor ID and Address code to be completed by OCJS:</u>		Duns Number: 075002881
Non-State Agency OAKS Vendor ID	OAKS Address Code	Primary Place of Performance:
0000056164	024	City: Lancaster
State Agency OAKS Vendor ID	Vendor Location	State: Ohio
	EFT-24	Zip: 43130 - 3854

Reporting Agency Use

Overage

Title Page

Split Funding

Narrative

Please see the Request For Proposal (RFP) for this grant program for guidance on completing this section. The RFP can be found at www.ocjs.ohio.gov

DEMOGRAPHICS/POPULATION SERVED

Per 2020 Census records the South-Central Ohio Major Crimes Unit serves a population of 286,464 people who reside in just over 1025 square miles of suburban and rural communities some of which is part of the Appalachian Region of Ohio. That population is nearly 93% Caucasian, 1.49% African American, 1.9% Asian, 1.46% Hispanic, and has a median per capita income of \$21,360. The jurisdiction includes Qualified Census Tracts including tracts 313,316,317,320, and 322.

PROBLEM STATEMENT

Since January 2020 the City of Lancaster has experienced four homicides. Four homicides in this small city represents an increase of 200% over the normal average of one per year. The City of Lancaster has also experienced rises in sexual assaults, aggravated assaults, and the use of firearms. Across Fairfield County homicides, sexual assaults and family related violence continue to rise. A house party at a local Air B-n-B resulted in gunfire and two people being wounded while nearly 100 other guests scrambled to safety. In Pickerington a young man conducted a home invasion last year murdering the homeowner and then setting his body on fire, while another citizen with a pre-existing mental condition and under the influence of drugs drove his vehicle into a medical facility killing a healthcare worker. In total Fairfield County has experienced eight homicides which is four times the yearly average. This rise in violent crime impacting a population of 160,000 people is significant and requires extraordinary responses from law enforcement.

Since January 27, 2021, The Major Crimes Unit has observed a significant increase in the presence of Transnational Organized Drug Trafficking Methamphetamine and Fentanyl available in the jurisdiction. Between 2018 and 2021 the task force seized 22 pounds of methamphetamine, 2 pounds of Fentanyl, 12 pounds of Heroin, 10 pounds of cocaine, nearly 11,000 THC edibles, 777 pounds of marijuana and more than 23,000 prescription drugs. This increased availability of illicit drugs especially methamphetamine coupled with the global pandemic has played a role in the noted increases in violent crimes throughout Fairfield County.

Between 2012 and 2021 an average of 57 citizens died per year from drug overdose. In 2019 Fairfield County saw 156 overdoses with 13 of those fatal. Since 2020 driven by the Covid-19 pandemic we saw those numbers rise to 427 overdoses with 53 being fatal. This represents an increase of 174% in overdoses and a 308% increase in fatalities. Fairfield County remains on the HIDTA designated areas for high amounts of drug trafficking within the region. Here in Fairfield County like other communities we face a crisis. A crisis involving the inability to recruit and retain police officers. These severe staffing shortages have impacted every agency with a bleak outlook to replace those officers, putting the public at risk. The Major Crimes Unit proposes to use technology coupled with its robust outreach program to aid our partner agencies and the citizens of Fairfield County in preventing and addressing the rise in violent crime. The use of this technology will act as a force multiplier and provide much needed resources where local law enforcement does not have the ability to deploy actual police officers, thereby increasing the ability of our agencies to effectively protect the public and reduce violent crime.

PROGRAM TO BE IMPLEMENTED

With this funding the Major Crimes Unit intends to lease and deploy 30 License Plate Reader equipped surveillance platforms across Fairfield County at key ingress and egress points for all cities and villages for a period of two years. The FLOCK camera system uses HD 4K technology to monitor traffic recording vehicles, license plates and vehicle descriptions as they pass within the camera view. These images are then readily available when a crime occurs allowing officers to identify suspects and quickly respond often apprehending the offender before leaving the jurisdiction. Officers would also be able to enter suspect descriptions of vehicles and prevent crime before it occurs. All this information and images are shared in real time across law enforcement MDT's thereby becoming a force multiplier. In addition to the Flock surveillance system the Major Crimes Unit would seek to enhance its intelligence capabilities by adding additional investigative and analytical software tools. These tools would be used to monitor and collect crime data from suspect interviews, electronic media exploitation, and open-source social media and used to create predictive analysis work product in which law enforcement could target specific high crimes and areas for enhanced surveillance. Finally, the South-Central Ohio Major Crimes Unit would engage its robust outreach program Project FORT to engage with the community. Currently used to deflect individuals with SUD into treatment and recovery the FORT team through a directed advertising campaign and targeted outreach in high crime areas would seek to improve community relationships by building trust, enhance community engagement, and provide expedited access to available mental health services throughout the community and raise awareness and enlist the public's help in deterring violent crime. Through this use of technology and outreach the South-Central Major Crimes Unit is confident that it can assist its law enforcement partners in reducing violent crime throughout Fairfield County.

Narrative

The Major Crimes Unit through its collaboration with law enforcement across Fairfield County will facilitate the lease of the Flock camera system and closely coordinate with its law enforcement partners on the deployment which would be based on local crime statistics and agency need per community. Once deployed, all of Fairfield County law enforcement will have access to the cameras thereby greatly increasing their use and potential for reducing and preventing violent crimes from occurring.

PROJECT OBJECTIVES

Objective # 1. Deploy thirty Flock LPR surveillance cameras at key strategic locations throughout Fairfield County which will increase the number of violent crime arrests, increase the number of responses and investigative leads related to violent crime because of the Flock system.

PERFORMANCE INDICATOR

The Major Crimes Unit will monitor and record the number of arrests made because of the use of Flock cameras, through frequent communication monitor and record investigative leads and law enforcement responses resulting from the use of the Flock system.

BASELINE DATA

There is no baseline data as there are no technology assets currently deployed for this purpose.

PROJECT OBJECTIVES

Objective # 2. The Major Crimes Unit will increase by 50% the number of neighborhood specific targeted outreach events occurring in high and violent crime areas throughout Fairfield County which not only provide expedited access to SUD and BH services but raise awareness of violent crime and discuss law enforcement strategies to combat this rise.

PERFORMANCE INDICATOR

The Major Crimes Unit will advertise, monitor and record the number of neighborhood outreach events conducted by Project FORT to reduce violent crime and connect individuals to available behavioral health services.

BASELINE DATA

Although not specific to violent crime in 2021 the Project FORT team conducted ten neighborhood outreach events .

Objective # 3. The Major Crimes Unit will decrease by 25% the number of homicides occurring in high and violent crime areas throughout Fairfield County during the grant period.

PERFORMANCE INDICATOR

The Major Crimes Unit will use targeted enforcement and robust outreach to reduce these events.

BASELINE DATA

Since January 2020 Fairfield County has experienced 8 homicides.

Signature Page

Resolution No. 2023-01.10.gg

A resolution to authorize the establishment of a new fund for Fairfield Hocking Athens Major Crimes Unit, Appropriate from unappropriated [Major Crimes Unit]

(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.

A Resolution to authorize the Fairfield County Commissioners to sign the South Central Major Crimes Unit (MCU) contract

WHEREAS, South Central Major Crimes Unit has entered an agreement with Flock Safety; and

WHEREAS, it is requested that the Commissioners sign the attached contract between South Central Major Crimes Unit and Flock Safety; and

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

Section 1. The Board of Commissioners hereby approves and authorizes itself to sign the attached contract as requested by the South Central Major Crimes Unit

Prepared by: Megan Poling
Cc: MCU

**FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM**

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Agency**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Agency: OH - South Central Ohio Major Crimes Unit Legal Entity Name:	Contact Name: Dennis Lowe
Address: 240 Baldwin Drive Lancaster, Ohio 43130	Phone: (740) 653-5224 E-Mail: dennis.lowe@fairfieldcountyohio.gov
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 24 months Renewal Term: 24 months	Billing Term: Annual payment due Net 30 per terms and conditions
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Professional Services and One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	\$350.00	30.00	\$10,500.00

Hardware and Software Products

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Falcon	\$2,500.00	30.00	\$75,000.00

Subtotal Year 1:	\$85,500.00
Subscription Term:	24 Months
Annual Recurring Total:	\$75,000.00
Estimated Sales Tax:	\$0.00
Total Contract Amount:	\$160,500.00

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

**Agency: OH - South Central Ohio Major Crimes
Unit
Fairfield County**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of the order form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, image, and recordings data of suspected vehicles (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (“**Notifications**”);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agency Data**” will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.2. “**Agency Hardware**” shall mean the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term “**Agency Hardware**” excludes the Embedded Software

1.3 “**Authorized End User(s)**” shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

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1.4 “**Documentation**” will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.5 “**Embedded Software**” will mean the software and/or firmware embedded or preinstalled on the Agency Hardware.

1.6 “**Flock IP**” will mean the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.7 “**Footage**” means still images captured by the Agency Hardware in the course of and provided via the Services.

1.8 “**Hardware**” or “**Flock Hardware**” shall mean the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term “**Hardware**” excludes the Embedded Software.

1.9 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined in Section 1.10 below.

1.10 “**Installation Services**” means the services provided by Flock including any applicable installation of Embedded Software on Agency Hardware.

1.11 “**Non-Agency End User(s)**” shall mean any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.12 “**Services**” or “**Flock Services**” means the provision, via the Web Interface, of Flock’s software application for automatic license plate detection, searching image records, and sharing Footage.

1.13 “**Support Services**” shall mean Monitoring Services, as defined in Section 2.9 below.

1.14 “**Unit(s)**” shall mean the Agency Hardware together with the Embedded Software.

1.15 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.

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1.16 “*Web Interface*” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Service Term (as defined in Section 6.1 below), solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the order form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services, and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, including without limitation using a third party to host the Web Interface which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency’s sole and exclusive remedy and flock’s sole and exclusive liability with regard to such third-party services, including without limitation hosting the web interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 **Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 **Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term to Agency’s in connection with its use of the Services as contemplated herein, and under Section 2.4 below.

2.4 **Usage Restrictions.**

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a. Flock IP. The purpose for usage of the Unit, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture (“*Permitted Purpose*”). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Unit, Documentation or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency’s rights under Sections 2.1, 2.2, or 2.3.

b. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.4(b), all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock’s sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Hardware if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other Agency or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock’s pro-

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vision of the Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a "**Service Suspension**"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the Service Suspension is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted.

2.7 Installation Services.

2.7.1 **Designated Locations.** For installation of Flock Hardware, prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Units (each Unit location so designated by Agency, a "**Designated Location**"). Flock shall have final discretion on location of Units. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. The deployment plan will confirm the Designated Location. After installation, any subsequent changes to the deployment plan ("**Reinstalls**") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock Safety shall have full discretion on decision to reinstall Flock Hardware.

2.7.2 **Agency Installation Obligations.** Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the

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installation work. Although the Units are designed to utilize solar power, certain Designated Locations may require a reliable source of 120V AC power, as described in the deployment plan. In the event adequate solar exposure is not available Agency is solely responsible for providing a reliable source of 120V AC power to the Units, if necessary. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency (“**Agency Installation Obligations**”). In the event that a Designated Location for a Unit requires permits, Flock will provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Units from the temporary alternate location to the permitted location at no additional cost. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation. Flock is not responsible for installation of Agency Hardware.

2.7.3 *Flock’s Obligations.* Installation of any Flock Hardware shall be installed in a workmanlike manner in accordance with Flock’s standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock’s obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware.

2.7.4 *Security Interest.* Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts

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which would interfere with the retention of title of the Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at support@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 Special Terms. From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement, upon Agency's consent. To the extent that any terms of this agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.10 Changes to Platform. Flock may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its Agency s, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Flock will assist Agency end-users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person.

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Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 Confidentiality. To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units ("**Agency Data**"). The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, such as when a car exits Agency's neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided

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that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Agency hereby expressly grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to disclose the Agency Data (inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data. As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identify-

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ing information. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data input into the Services (the “*Aggregated Data*”). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein. Flock shall not sell Agency Data or Aggregated Data.

5. PAYMENT OF FEES

5.1a Wing Fees. For Wing products, the Agency will pay Flock the first Usage Fee and the Implementation Fee (as described on the Order Form attached hereto, together the “*Initial Fees*”) as set forth on the Order Form on or before the 30th day following the Effective Date of this Agreement. Flock shall have no liability resulting from any delay by the Agency in installing the Embedded Software on the Agency Hardware. If applicable, Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period. All payments will be made by either ACH, check, or credit card.

5.1b Falcon Fees. For Falcon products during the Initial Term, Agency will pay Flock fifty percent (50%) of the first Usage Fee, the Implementation Fee and any fee for Hardware (as described on the Order Form attached hereto, together the “*Initial Fees*”) as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of the Initial Fees, and Agency shall pay on or before 30th day following receipt of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following receipt of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the 30th day following receipt of invoice.

5.2 Changes to Fees. Flock reserves the right to change the fees or applicable charges and to institute new charges and fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days’ notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock’s Agency support department.

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5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. If Agency is a non-tax exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income.

6. TERM AND TERMINATION

6.1a Wing Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**"). The Term shall commence upon execution of this Agreement. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement may be renewed for successive renewal terms of the greater of one year or the length set forth on the Order Form* (each, a "**Renewal Term**", and together with the Initial Term, the "**Service Term**").

6.1b Falcon Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**"). The Term shall commence upon first installation and validation of a Unit. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement may be renewed for successive renewal terms for the length set forth on the Order Form* (each, a "**Renewal Term**", and together with the Initial Term, the "**Service Term**").

6.2 Termination for Convenience. At any time during the agreed upon Term, an Agency not fully satisfied with the service may self-elect to terminate this Agreement for convenience. Termination for convenience will result in a one-time fee of \$500 per Flock Hardware. Upon termination for convenience, a refund will be provided for Falcon Cameras, prorated for any fees for the remaining Term length set forth previously. Agency will remain liable to pay the full outstanding fees for any Wing product on the effective date of termination of that Order Form. Flock will invoice, and Agency will pay, any unbilled fees and any unpaid fees covering the remainder of the term of that Order Form had it not been terminated. Termination for convenience of the Agreement by the Agency will be effective immediately. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination.

6.3 Termination. Notwithstanding the termination provisions in Section 2.4(b), in the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty (30) day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock's material

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breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.5 No-Fee Term. For the Term of this Agreement, Flock will provide Agency with complimentary access to ‘hot-list’ alerts, which may include ‘hot tags’, stolen vehicles, Amber Alerts, etc. (“*No-Fee Term*”). In the event a Non-Agency End User grants Agency access to Footage and/or Notifications from a Non-Agency End User Unit, Agency will have access to Non-Agency End User Footage and/or Notifications until deletion, subject to the thirty (30) day retention policy. Non-Agency End Users and Flock may, in their sole discretion, leave access open. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days’ notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days’ notice.

6.6 Survival. The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 5.4, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Agency must notify Flock’s technical support as described in Section 2.9 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Agency may request that Flock replace the Unit at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Hardware.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 if Agency is found to have misused the Flock Hardware, Agency Hardware or Embedded Software in any manner.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Upon completion of any installation or repair, Flock shall clean

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and leave the area in good condition. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY 'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

7.5 Insurance. Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 Force Majeure. Flock is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY

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MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.5 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.5 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complimentary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 Indemnity. Intentionally Omitted

9. RECORD RETENTION

9.1 Data Preservation. The Agency agrees to store Agency Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of

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Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to preserve the Agency Data, Flock will notify Agency of the requirement and applicable retention period, and Agency agrees to preserve and securely store this data on Flock's behalf so that should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 Assignment. This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 Governing Law; Venue. This Agreement shall be governed by the laws of the State in which the Agency is located. The parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

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10.6 **Publicity.** Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.7 **Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.8 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.09 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.10 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2023

Page: 1 of 1

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

Purchase Order # **23002090 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 03/15/2024

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MAJOR CRIMES UNIT
240 BALDWIN DRIVE
LANCASTER, OH 43130
Phone: 740-653-5224

Revisions: 000

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FLOCK SAFETY
1170 HOWELL MILL RD NW STE 210
ATLANTA, GA 30318

**S
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MAJOR CRIMES UNIT
240 BALDWIN DRIVE
LANCASTER, OH 43130
Phone: 740-653-5224

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
		2205	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	DEPARTMENT/LOCATION
01/06/2023	17341	01/05/2023	MAJOR CRIMES
NOTES			

PO Requisitioner Name : Megan E Poling
E mail Address : megan.poling@fairfieldcountyohio.gov

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MCU: Surveillance system	1.0	EACH	\$85,500.00	\$85,500.00
	GL Account: 78786422 - 530000			\$82,000.00	
	GL Account: 78786422 - 570000			\$3,500.00	

GL SUMMARY	
78786422 - 530000	\$82,000.00
78786422 - 570000	\$3,500.00

Invoice Date ___/___/___ Invoice Amount \$ _____ To Be paid ___/___/___ Warrant # _____

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$85,500.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 01/06/2023

Carri L. Brown

Auditor Fairfield County, OH

01/13/2023

Purchase Order Total \$85,500.00

228

For Department Use ONLY

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Sole Source Letter for Flock Safety™ ALPR Cameras and Solution

Flock Safety is the sole manufacturer and developer of the Flock Safety ALPR Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety ALPR Camera.

The Flock Safety ALPR camera and devices are the only Law Enforcement Grade ALPR System to offer the following combination of proprietary features:

1. Vehicle Fingerprint Technology™:
 - Patented proprietary machine vision to analyze vehicle license plate, state recognition, and vehicle attributes such as color, type, make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)
 - Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
 - Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
 - Only LPR provider with "Visual Search" which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo
 - Falcon Flex™: an infrastructure-free, location-flexible license plate reader camera that is easy to self install. Falcon Flex ties seamlessly into the Flock ecosystem with a small and lightweight camera with the ability to read up to 30,000 license plates and vehicle attributes on a single battery charge

2. Integrated Cloud-Software & Hardware Platform:
 - Ability to capture two (2+) lanes of traffic simultaneously with a single camera from a vertical mass
 - Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
 - Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
 - Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
 - Utilizes motion capture to start and stop recording without the need for a reflective plate

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- Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
 - On device machine processing to limit LTE bandwidth consumption
 - Cloud storage of footage
 - Covert industrial design for minimizing visual pollution
3. Transparency & Ethical Product Design:
- One-of-a-kind “Transparency Portal” public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock system
 - Built-in integration with NCMEC to receive AMBER Alerts to find missing children
 - Privacy controls to enable certain vehicles to “opt-out” of being captured
4. Integrated Audio & Gunshot Detection:
- Natively integrated audio detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots)
5. Live Video Integration:
- Ability to apply computer vision to third-party cameras using Wing™ LPR, transforming them to evidence capture devices using the same Vehicle Fingerprint technology offered on the Flock Safety Falcon™ ALPR cameras
 - Wing™ Livestream integrates live stream traffic cameras, publicly or privately owned livestream security cameras into one cloud-based situational awareness dashboard to increase response time in mission-critical incidents
 - Manage various government intelligence including ALPR, livestream cameras, CAD, automatic vehicle location (AVL) on Flock Safety’s Wing™ Suite
 - Access Wing™ Replay to unlock enhanced situational awareness with 7-day footage retention, Hot List Live Video Instant Replay, and downloadable MP4
6. Partnerships:
- Flock Safety is the only LPR provider to officially partner with AXON to be natively and directly integrated into Evidence.com
 - Flock Safety is the only LPR provider to be fully integrated into a dynamic network of Axon’s Fleet 3 mobile ALPR cameras for patrol cars and Flock Safety’s Falcon cameras
 - Access to additional cameras purchased by our HOA and private business partners, means an ever-increasing amount of cameras and data at no additional cost

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7. Warranty & Service:

- Lifetime maintenance and support included in subscription price
- Flock Safety is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation
- Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues

Thank you,



Garrett Langley CEO, Flock Safety

ROUTING FORM FOR CONTRACTS

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

- A. Goods and/or Services in excess of \$50,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. Goods and/or Services in excess of \$50,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. The subject matter was exempt from competitive selection for the following reason(s):

- 1. Under \$50,000
- 2. State Term #: _____ (copy of State Term Contract must be attached)
- 3. ODOT Term #: _____ (See R.C. 5513.01)
- 4. Professional Services (See R.C. 307.86)
- 5. Emergency (Follow procedure under ORC 307.86(A))
- 6. Sole Source (attach documentation as to why contract is sole source)
- 7. Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)

G. Agreement not subject to Sections A-F (explain): _____

H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines

- 1. No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
- 2. Obtained 3 quotes for purchases under \$50,000
- 3. Purchase Order is included with Agreement

Signed this 6th day of January, 2023

Megan B. Admin Asst.
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.



South Central Ohio Major Crimes Unit Project FORT



Sole Source Justification

Requestor Name and County Office/Dept.: Dennis Lowe, Commander South Central Major Crimes Unit

This contract is for thirty Flock LPR Surveillance cameras. These 4K HD LPR surveillance cameras would be deployed across the jurisdiction and act as a force multiplier for all of Fairfield County law enforcement. Each camera is \$2,500 per year as part of the lease program. This includes all licensing, software, training and cloud storage. It also provides access to the entire Flock camera system nationwide. This would be a consistent fee of \$75,000 each year for two years.

Requested Single Sole Source Supplier

Company Name: Flock Safety

Address: 1170 Howell Mill Rd NW Suite 210 Atlanta, Georgia 30318

Contact: Logan Harrah **Phone:** 303-307-2806

Flock Safety is a public safety operating system that helps cities, businesses, schools, and law enforcement in thousands of communities work together to stop crime, protect privacy, and mitigate bias. We build hardware and write software that captures the objective evidence police need to solve crime. Thousands of communities across the country use our proprietary devices and cloud-based software to help law enforcement solve upwards of 5 percent of all reported crime in America. Flock Safety works with the whole community - neighborhoods, businesses, law enforcement, and elected officials - because it takes all of us working together to make an impact on crime.

Flock Safety designs, builds, manufactures, and services devices that capture the objective evidence you need to stop crime. Our team of hardware, software, firmware, and machine learning engineers partner with local neighborhoods, businesses, and law enforcement to design best-in-class devices that have proven to be 30% more accurate than legacy technology providers.

Prosecutor's Approval Page

Resolution No.

An Administrative Approval for the South Central Major Crimes Unit (MCU
(South Central Major Crimes Unit)

Approved as to form on 1/9/2023 8:07:41 AM by Steven Darnell,

Signature Page

Resolution No. 2023-01.10.hh

An Administrative Approval for the South Central Major Crimes Unit (MCU)
(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.

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 January 12, 2023; and

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

Section 1. That the Fairfield County Board of County Commissioners approves the attached cash disbursement journal.

Prepared by: Auditor/Finance
cc: Finance Office

INVOICES BY DEPARTMENT

01/12/2023 to 01/12/2023

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1200			COMMISSIONERS ADMIN						
			Fund: 1001 - GENERAL FUND						
1577603	01/12/2023	80132	AUNDREA N CORDLE	12/27/22	12/27/2022	22000224	C0110	reimbursement for DDL/SID ANNUAL MEETING	33.46
1577603	01/12/2023	80132	AUNDREA N CORDLE	12/2022	12/01/2022	22000223	C0110	cell phone stipend 12/2022	60.00
1577603	01/12/2023	80132	AUNDREA N CORDLE	12/8/22	12/08/2022	22000222	C0110	CCAO WINTER CONFERENCE REIMBURSEMENT	53.50
1577604	01/12/2023	82133	JEFF PORTER	12/2022	12/01/2022	22000227	C0110	cell phone stipend 12/2022	60.00
5366250	01/12/2023	8854	VIOLET TWP TRUSTEES	1/2023	01/04/2023	23000551	C0110	Violet Tsp deputy agreement with Commissioners	113,340.51
5366253	01/12/2023	77570	LANCASTER CITY AUDITOR	7/1-9/30/2022	07/01/2022	22000789	C0110	Muni Court payroll reimbursement 3RD QTR 2022	58,667.92
5366254	01/12/2023	88890	CITY OF LANCASTER	1/2023	01/01/2023	23000514	C0110	allocation per contract 1/2023	195,767.32
								TOTAL: COMMISSIONERS ADMIN	367,982.71

INVOICES BY DEPARTMENT

01/12/2023 to 01/12/2023

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1209	COMM-INFORMATION TECHNOLOGY								
	Fund: 1001 - GENERAL FUND								
5366248	01/12/2023	5931	MAPSYS	74355	12/20/2022	22007816	C0110	SAN - server cluster infrastructure project	182,868.50
5366248	01/12/2023	5931	MAPSYS	74355	12/20/2022	22004060	C0110	Infrastructure Support Services	1,837.50
TOTAL: COMM-INFORMATION TECHNOLOGY									184,706.00

INVOICES BY DEPARTMENT

01/12/2023 to 01/12/2023

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1215	HUMAN RESOURCES								
	Fund: 1001 - GENERAL FUND								
5366249	01/12/2023	7689	NATIONAL PUBLIC EMPLOYER LABOR	1794	12/02/2022	22000239	C0110	human resources dues 12/2/22	197.08
5366252	01/12/2023	15551	PROFESSIONAL DEVELOPMENT ACADEMY LLC	111500	01/01/2023	23000656	C0110	online leadership training with NACO 2023	74,750.00
								TOTAL: HUMAN RESOURCES	74,947.08

INVOICES BY DEPARTMENT

01/12/2023 to 01/12/2023

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1270			COMM-MAINTENANCE						
			Fund: 2876 - FISCAL RECOVERY (ARP)						
5366251	01/12/2023	12150	WALSH CONSTRUCTION GROUP, LLC	12/2022	12/01/2022	22005757	C0110	Fairfield Center renovation 12/2022	306,036.85
								TOTAL: COMM-MAINTENANCE	306,036.85

INVOICES BY DEPARTMENT

01/12/2023 to 01/12/2023

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
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Summary Total for this report: **\$933,672.64**

Commissioner Steven A. Davis

Commissioner Jeffrey M. Fix

Commissioner David L. Levacy

Date

Signature Page

Resolution No. 2023-01.10.ii

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

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

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



Provided by Judy Steiner

Commissioners' Meeting 01-10-23

FBI-directed Big Tech censorship could 'legally' violate 1st Amendment

Twitter 'could be viewed as an agent for the federal government'

<https://www.wnd.com/2022/12/fbi-directed-big-tech-censorship-legally-violate-1st-amendment/>

By Bob Unruh

Published December 14, 2022

&&&&** Could this mean that all county authority could also be violating 1st Amendment ? ? *****&&&&**

Leading Figure in British Heart Foundation is Suppressing Evidence of Vaccine Heart Damage, Says MP

The mRNA vaccine increases inflammation of the heart arteries. It is covering this up for fear that it may lose funding from the pharmaceutical industry.

by Daily Sceptic

December 14th 2022

**** You can watch this part of Mr. Bridgen's speech here.

<https://twitter.com/Here4Listening/status/1602772806135062528>

****&&&&& IF YOU WANT TRUTH ****&&&&&

Lawmaker claims cover-up of heart issues linked to COVID vaccine

'In fear that they may lose funding from the pharmaceutical industry'

<https://www.wnd.com/2022/12/lawmaker-claims-cover-heart-issues-linked-covid-vaccine/>

By Art Moore

Published December 15, 2022

**** Bridgen has pointed out that Britain's Medicines and Healthcare products Regulatory Agency is 86% funded by the pharmaceutical industry .

**COVID Cash Used To Boost Guaranteed Income Projects Across U.S.

'When the money is gone, state budgets will have to pick up the tab'

<https://www.wnd.com/2022/12/covid-cash-used-boost-guaranteed-income-projects-across-u-s/>

By WND News Services

Published December 16, 2022

*****&&&& As tax paying citizens we SHOULD...and DO Want To...

know where state's and county's money comes from then ? ? ?&&&&****

**VIDEO: Doctors Admit Autopsies Prove Covid Injections Deadly

This is why coroners have been asked not to do autopsies on individuals who died soon after their Covid jabs

<https://www.infowars.com/posts/video-doctors-admit-autopsies-prove-covid-injections-deadly/>

The Alex Jones Show

December 19th 2022

**** the evidence of autopsies, originally opposed by Dr. Anthony Fauci, proving the lethality of Covid injections pushed by the medical tyranny globalist controlled government.

****Now, doctors around the nation are starting to ring the alarm bells about the deadly Covid jabs.

****Great COVID debate on Twitter postponed**

Mario had a conflict with his other space.

<https://mail.yahoo.com/d/folders/1/messages/298970>

Steve Kirsch

Dec 19, 2022

******&&&& Seems like Fairfield County has desired no informative debate &&&&&******

The Debate Is Over: New Study Shows Covid Vaccines Cause Increase In Disease & Death

Watch & share this exclusive report globalists DO NOT want you to see!

<https://www.infowars.com/posts/the-debate-is-over-new-study-shows-covid-vaccines-cause-increase-in-disease-death/>

War Room

December 22nd 2022

******This breaks down vital news on the poison jabs globalists DO NOT want you to know**

****'Monster': 10-inch blood clot removed from live person who got COVID shot'**

'Anyone ever seen this before vax rolled out?'

<https://www.wnd.com/2022/12/monster-10-inch-blood-clot-removed-live-person-got-covid-shot/>

By WND Staff

Published December 28, 2022

****** It's already documented that a study by the Food and Drug Administration confirms a link between blood clots and the Pfizer COVID-19 vaccine.**

****** Now, on social media, is confirmation that such clots are being found in those who have survived both the COVID-19 pandemic and being vaccinated.**

Cleveland Clinic Publishes Study Showing that mRNA Jabs INCREASE Covid Risk with Each Subsequent "Boost"

Sometimes the biggest news slips through the cracks. This is especially true as it pertains to Covid-19 "vaccines" because the normal watchdogs often avoid the topic.

<https://www.infowars.com/posts/cleveland-clinic-publishes-study-showing-that-mrna-jabs-increase-covid-risk-with-each-subsequent-boost/>

by Ethan Huff | NaturalNews.com

December 28th 2022

****** (Natural News) Every time a person gets injected with a covid "vaccine" or "booster," his or her risk of testing "positive" for covid and**

later getting sick or dying increases substantially, according to a new study from the Cleveland Clinic.

******The paper appeared on the pre-print server medRxiv, showing that getting "vaccinated" and "boosted" for covid with mRNA (messenger RNA) chemicals makes a person more – *not less* – prone to succumbing to injury or death**

Top White House Covid Advisor Admits: 'No Study in the World Shows Masks Work'

Yet Dr. Jha and other top Covid advisers have previously advocated for masking.

<https://www.infowars.com/posts/top-white-house-covid-advisor-admits-no-study-in-the-world-shows-masks-work/>
Infowars.com
December 28th 2022

**Investigation suggests COVID boosters INCREASE risk of illness, death
'A very large fraction of highly inoculated people are among those being hospitalized or dying'**

<https://www.wnd.com/2022/12/investigation-suggests-covid-boosters-increase-risk-illness-death/>
By WND Staff
Published December 30, 2022

***The Epoch Times noted that in California, the "boosted population" made up 72% of the COVID-19 cases among vaccinated people in June. In Vermont that month, the boosted population made up 90% of the COVID-19 deaths among the vaccinated.

****Confidential Pfizer and Government Documents Confirm ADE, VAED, and AIDS Due to COVID-19 Vaccination Leading to Millions "Dying Suddenly" & Still Counting**

Official documents also prove that a mysterious form of Acquired Immune Deficiency Syndrome is also appearing in a disturbing number of recipients just five months after their initial injections.

<https://expose-news.com/2022/12/30/covid-vaccine-sudden-deaths-ade-vaed-aids/>
by The Exposé
December 30th 2022

*** &&&& And as if that weren't alarming enough, official documents also prove that a mysterious form of Acquired Immune Deficiency Syndrome is also appearing in a disturbing number of recipients just five months after their initial injections. *** &&&&

NBA Legend Claims 'Thousands' of Athletes Died From COVID Shot

"It's a big number," says former Utah Jazz player John Stockton.

<https://www.infowars.com/posts/nba-player-claims-thousands-of-athletes-died-from-covid-shot/>
by Jamie White
January 1st 2023

***"I think it's pretty much on record, there's 150, I think it's now over 100 professional athletes dead. Professional athletes, in the prime of their life, dropping dead vaccinated, right on the field of play, right on the field, right on the court," Stockton had said last year.

Now, Stockton doubled down on his claim and even expanded it, claiming he now believes "thousands" of athletes have been killed by the jab.

U.S. Army: Vaccine-mandate repeal does NOT apply to National Guard, Reserves

'Commands continue to adhere unless and until superseded or rescinded by the secretary of Defense'

<https://www.wnd.com/2023/01/u-s-army-vaccine-mandate-repeal-not-apply-national-guard-reserves/>
By WND News Services
Published January 2, 2023

Video: Anthony Fauci ADMITS He Promoted Pandemic Gain Of Function Research in 2018 Despite Continued Denial

Will he be held accountable for his lies?

<https://www.infowars.com/posts/video-anthony-fauci-admits-he-promoted-pandemic-gain-of-function-research-in-2018-despite-continued-denial/>
The Alex Jones Show
January 2nd 2023

Disturbing new revelations about COVID shots' link to myocarditis Study subjects 'had markedly elevated levels of full-length spike protein'

<https://www.wnd.com/2023/01/new-claims-covid-shots-link-myocarditis-unveiled/>
By WND Staff
Published January 6, 2023

**** A report from Just the News explains that, "Fact-checkers and Big Tech lost another round with purported COVID-19 misinformation this week, when an American Heart Association journal published research suggesting the spike protein used in mRNA vaccines can harm some people."

**Breaking: New Twitter Files Reveal Big Pharma Lobbied Twitter To Censor Vaccine Debate And Negative Side Effect Testimonies

Twitter files reveal Pfizer board member Scott Gottlieb secretly pressed Twitter to hide posts challenging his company's massively profitable Covid jabs, journalist Alex Berenson reports.

<https://www.infowars.com/posts/must-watch-monday-live-absolute-chaos-in-brazil-as-bolsonaro-supporters-storm-capitol/>
The San Francisco Standard
January 9th 2023

****&&&&& So why has our county been 'pushing' the 'SHOT' ?????? ****&&&&&

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